

Subscription Contract

Connected Machine

Specific Conditions – Order Form

Contract N° (to be completed by Manitou) :

Customer contact details (hereafter "the subscriber")			
Company			
Contact details			
Address			
Postcode/City/Country			
Phone number		Email	

Dealer contact details (hereafter "the Dealer")	
Company	
*Or any dealer in the Manitou network that assumes the dealer's rights set out above for the purposes of personal data processing as mentioned below,	

About the Connected Machine

Machine type :

Serial number :

Subscription description			
Amount of the subscription		Duration	
Amount before tax		Services	
Tax		Specific conditions	
Amount after tax			
Payment term			

Start-up date for the above mentioned machine:

I, the undersigned, professional purchaser of the Connected Machine mentioned above, declare that I have read and accept this document, the Terms and Conditions of Subscription overleaf and the instructions for use of the web Platform and mobile Application. I wish to benefit from this contract and agree to pay the amount mentioned above.

Signed on (date) :At (location) :

Subscriber		Dealer	
Signatory name		Contact name	
Signatory position		Signature :	
Signature preceded by the words "read and approved" :			



Contract to be sent to :
MANITOU BF - CONNECTED MACHINE SERVICE
430 rue de l'Aubinière - BP 10249 - 44158 Ancenis Cedex – France
or by e mail : development-services@manitou-group.com

Subscriber initials

GENERAL TERMS OF SUBSCRIPTION - Connected Machine CUSTOMER SERVICE

This Subscription Agreement for Connected Machine Customer Service (hereinafter « Agreement ») consists of the Specific Conditions figuring on the reverse (and materialised by the Purchase Order) and these General Terms of Subscription (General Terms of Subscription) which take precedence in case of contradiction.

It is entered into between:

- 1- The Subscriber (professional buyer identified on the reverse and duly authorised for the purposes of these presents),
 - 2- The Dealer (independent professional, Dealer of MANITOU BF (or its subsidiaries), identified on the reverse and duly authorised for the purposes of these presents)
 - 3- The Company MANITOU BF, public limited company with share capital of 39,617,974 Euros, registered in the Trade and Companies Register of Nantes under No. 857 802 508, having its registered office at 430, Rue de l'Aubinière 44150 Ancenis - France (hereinafter « MANITOU »).
- Hereinafter jointly referred to as « the Parties » or individually « the Party ».

ARTICLE 1 – DÉFINITIONS

In this document, the terms starting with a capital letter will have the meaning below and may be used in the singular or the plural, when the context requires this.

Application: Mobile application allowing connection to the Connected Machine Customer Service accessible with the following link [Easy Manager](#), by MANITOU.

Box: any component integrated into the Connected Machine and making it possible to collect the Raw Data.

Collaborator: Natural person employee of the Subscriber and designated by it, having a currently valid ID and having access to the Subscriber Space. The Collaborator, employee of the Subscriber, acts under the Subscriber's responsibility.

Connected Machine: Any device manufactured by MANITOU and including a Box, whether it is included as standard or retrofitted. The Connected Machine is necessarily equipped with a Box. The use and the place of use of the Connected Machine are left to the discretion of the Subscriber, under its sole responsibility.

Connected Machine Customer Service: Offer detailing the services to which the Subscribers have access via the Platform and the Application, after having signed a Subscription Agreement.

Data: Set of data received by the Connected Machines (Raw Data) and then organised and processed by MANITOU within its databases (analyses and information) (Enriched Data). That Data is made available to the Subscriber in the Subscriber's Space on the Connected Machine Customer Service.

Data Controller: Person, service or undertaking which determines the purposes and the means of processing (= order-giver). This is the party which decides to implement the processing and which defines the terms thereof. It is legally liable for the compliance of the processing and ensures Compliance with the obligations. A single processing can have several Parties Responsible for Processing.

Enriched Data: Raw Data processed by the algorithms and the know-how specific to MANITOU.

GDPR: General Data Protection Regulation (EU Regulation No. 2016/679 of 27 April 2014) requiring all companies (public or private) of any size, regardless of their legal form, established in the European Union or affecting persons of the European Union. It applies to all organisations, undertakings, administrations, associations, whether they are acting as Data Controller or as Data Processor.

ID: Code including a login and a password, necessary for each Collaborator designated by the Subscriber to access the Subscriber Space reserved for him on the Connected Machine Customer Service. The IDs are unique, personal and confidential. Any use of the ID is considered carried out by the Subscriber. It therefore falls to the Subscriber to ensure to guarantee the confidentiality of its Collaborators' IDs.

MANITOU BF: MANITOU BF, a public limited company under French law registered under No. 857 802 508, having its registered office at 430, Rue de l'Aubinière – 44150 ANCENIS (FRANCE), parent company of the MANITOU Group and able to act in the name and behalf of its subsidiaries.

MANITOU: MANITOU BF and its Subsidiaries.

Personal Data: Data relating to a natural person identified or identifiable (= « person concerned »). Data is personal from the moment that it makes it possible to identify or makes identifiable a natural person, directly or indirectly, for example by reference to an ID (IP address, social security number, member number, ...) or to one or more elements specific to him or which, combined, can be attached to a natural person (phone number, license plate number, vehicle serial number...). Personal Data cannot be appropriated.

Platform: IT Platform accessible by a Web application solely owned by MANITOU in its capacity as publisher, allowing the Dealers and the Subscribers to have access to Raw Data via the Subscriber Spaces by connecting using the IDs, and accessible at the following address [www. http://easymanager.MANITOU.com/login.html](http://easymanager.MANITOU.com/login.html)

Purchase Order: Document embodying the acceptance of a technical and financial offer established by the Dealer for the Subscription to the Connected Machine Customer Service relating to one or more Connected Machines or a Box adaptable to a piece of equipment of the MANITOU or GEHL brand making it possible to be considered as a Connected Machine. This document has the value of specific conditions and comprises in particular: the mentions and references of the Connected Machines or Boxes (type of equipment, serial number, where applicable its date of activation, unit amount, total amount); the level of subscription signed up for; the duration of the subscription; any other details specific to the Subscriber.

Raw Data: Technical data collected via a Box and concerning the Connected Machine such as, for information only and non-exhaustively:

- > geolocation data: in particular last place known, latitude and longitude of the location;
- > operation data: in particular data of the hour meter, distance travelled, travel speed, engine speed;
- > components data: in particular engine coolant temperature, motor oil temperature, motor oil pressure, ambient air temperature, diesel particle filter condition, engine anomaly codes, transmission error codes, main ECU error codes, low brake fluid level warning light, coolant temperature warning light, telescope status, fuel level, error code active, anti-roll devices, ...

Subscriber: Buyer or lessee of one or more Connected Machines, having signed a Purchase Order and subscribed to the Connected Machine Customer Service. The use of the term « Subscriber » in the General Terms of Subscription includes the Collaborators.

Subscriber Space: Private space of the Subscriber on the Platform or the Application of the Connected Machine Customer Service. It is accessible by the Subscriber and its Collaborators having an ID. This Subscriber Space gives access to the Data and the functionalities of the

Connected Machine Customer Service and allows managing by the Subscriber of the profiles and rights of the Collaborators. The administration of the Subscriber Space can be carried out in level 1 by the Dealer and / or in level 2 by MANITOU.

Subsidiaries: Any company that is a subsidiary of MANITOU BF. Subsidiaries may act in the name and behalf of MANITOU BF.

ARTICLE 2 - PURPOSE OF THE AGREEMENT

These General Terms of Subscription have the purpose of specifying the terms under which MANITOU and / or the Dealer execute the services associated with the Subscriber's use of the Connected Machine Customer Service. For information only, the services may include:

- > collection of the Raw Data received by the Connected Machines,
- > processing and analysis of the Data, their presentation in various forms,
- > detecting malfunctions,
- > producing dashboards, statistics, activity reports, ... making it possible to offer help with decision-making for the Subscriber.

The Connected Machine Customer Service includes a right of access, consultation and setting on the Platform and the Application, and a Subscriber help included in the tutorials available on the Platform.

The Connected Machine Customer Service is carried out in accordance with the Specific Conditions figuring on the reverse.

The Subscriber is expressly reminded that the services available via the Connected Machine Customer Service constitute help with decision-making and do not replace the know-how of the Subscriber or of the Dealer as professionals to take the decisions of intervention and managing of its fleet.

The Subscriber declares to have received all necessary information beforehand, including the technical characteristics, concerning the method of operation and the content of the Connected Machine Customer Service.

The Subscriber acknowledges having been informed of the existence of tutorials available via the Connected Machine Customer Service.

ARTICLE 3 - UTILISATION LICENSE – INTELLECTUAL PROPERTY

3.1 – MANITOU is the original author of the Connected Machine Customer Service and the associated databases, which have copyright protection (Article L111-1 and L112-3 of the Intellectual Property Code). MANITOU is also databases producer and its rights are recognised in accordance with Article L 341-1 et seq. of the same Code. For this purpose, MANITOU grants the Dealer and the Subscriber a right of personal use, non-exclusive and non-transferable, of the Service and the associated databases.

This granting of a right of use is strictly limited to the duration of the Agreement.

3.2 - It is in particular formally prohibited for the Dealer and the Subscriber, without prior written consent from MANITOU:

- > to carry out any form of reproduction or representation of the Connected Machine Customer Service or its documentation, or alter or conceal in any manner whatsoever the trademarks, distinctive signs or mentions of sponsorship affixed;
- > to modify or seek to circumvent any system of protection of the Connected Machine Customer Service;
- > to translate, adapt, arrange or modify the Connected Machine Customer Service in particular in order to create derivative or new functionalities of derivative or new software;
- > to conduct searches from the Connected Machine Customer Service for the purposes of creating a derivative or competing work.

3.3 – The Subscriber cannot grant sub-licenses of use of the Connected Machine Customer Service to third parties, without the prior written consent of MANITOU. It is prohibited from disseminating or marketing all or a portion of the Connected Machine Customer Service, whether for payment or free of charge, or using it for purposes of training of third parties.

3.4 - The content of the Platform and the Application are the property of MANITOU or were regularly licensed to MANITOU, both as regards their general conception and the graphics, photos and images, the data, the texts, drawings, sounds, trademarks and logos and all other works constituting the content of the Platform and the Application.

Any representation, reproduction, or dissemination, total or partial, of the content of the Platform and the Application, whether free of charge or for payment, carried out without prior written authorisation by Manitou is prohibited. Violation of these provisions could constitute acts of infringement within the meaning of the provisions of the Intellectual Property Code.

The Customer undertakes to strictly comply with these intellectual property rights.

3.5 – Non-compliance with the provisions of this Article causes the immediate termination of the Agreement, by the exclusive fault of the Party concerned, without prejudice to the damages that MANITOU might claim. The Party concerned would then be characterised as infringer/ counterfeiter.

ARTICLE 4 – PURCHASE ORDER

4.1 – After the Subscriber states its needs, the Dealer will deliver a Purchase Order to it as soon as possible, which will include in particular all information concerning the establishing of the Subscription, and the intended subscription starting date.

4.2 - The Purchase Order signed by the Subscriber and returned by any means – by postal letter or scan to email – to the Dealer has the value of the Subscriber's consent and is considered as specific conditions in the General Terms of Subscription ("Specific Terms"). The Purchase Order signed according to the terms defined above expresses the Subscriber's consent irrevocably; it therefore cannot cancel it without the prior written consent of the Dealer.

4.3 - The Purchase Order is valid from its date of sending to the Subscriber and for the period mentioned on the Purchase Order. In the absence of specific indication, the period of validity of the Purchase Order is 3 (three) months from its date of sending to the Subscriber. Beyond that period of validity and as long as the Subscriber has not accepted it, the Dealer reserves the right to change all or a portion of the Purchase Order (prices, content of the subscription, specific conditions, etc.) or not to follow up on the Purchase Order.

4.4 – Unless there are upgrades of the Connected Machine Customer Service as stipulated in in Article 5.3, any modification of the service (additional Equipment or modification of the



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Equipment) must be the subject of a specific Purchase Order or an amendment to the Purchase Order concerned.

ARTICLE 5 – CONDITIONS FOR PROVIDING THE SERVICE

5.1 – Establishing of the service – Programming of the Connected Machine Customer Service
After the Customer accepts the Purchase Order, the Dealer will contact MANITOU to establish the service specific to the Subscriber, in particular:

- a) remote assistance with the configuration of the Connected Machine Customer Service for the Subscriber's needs and context as described in the Purchase Order,
- b) remote assistance with creating the Subscriber Spaces and sending of the IDs,
- c) other services stipulated in the Purchase Order accepted (charges for installation, training, various operations of maintenance, etc.).

On the Connected Machine Customer Service, the Subscriber has a Subscriber Space allowing access to the Data and the control panels.

The service is presumed established on the date of sending of the activation email by MANITOU equivalent to an invitation to the first connection of the Subscriber and acceptance of the GTA – box to be checked - (hereinafter « **First Day of service** »).

The Subscriber will have a period of 7 calendar days from the date of the First Day of service to inform MANITOU of any malfunctions or non-compliances. Beyond this period, in the absence of information from The Subscriber, the implementation of the service is considered fully compliant.

MANITOU cannot be held liable for any lateness attributable to the Subscriber in sending additional information to be sent by the Subscriber to the Dealer to implement the service. Such lateness cannot constitute a sufficient reason to cause the cancellation of the Purchase Order signed and/or of the Agreement by the Subscriber.

5.2 – ID - Access to the Connected Machine Customer Service by the Subscriber

5.2.1 - The ID is unique, personal and confidential. Any connection via the ID is presumed to be carried out by the Subscriber. The Subscriber undertakes, without delay, to inform MANITOU of any theft or breach of confidentiality of the ID.

5.2.2 – The Subscriber is expressly reminded that the Dealer and MANITOU have access to the Subscriber Space for purposes of managing the accounts, which the Subscriber accepts.

5.2.3 – Several Collaborators designated by the Subscriber can have access to the same Subscriber Space. In this case, the Subscriber or a single Collaborator designated by the Subscriber can have the profile of Holder of the right to access the Subscriber Space.

The other Collaborators may have an administrator profile as chosen by the Holder of the right to access the Subscriber Space.

The Holder of the right to access the Subscriber Space and the administrators are the sole Parties Responsible for including new Collaborators in the Subscriber Space and for managing the profiles of such Collaborators.

5.3 – Evolution of the service

Being led to develop new functionalities to enhance the services proposed to its Subscribers, MANITOU reserves the possibility of upgrade them in substance and in form, at any time and without notice, and the Subscriber cannot oppose this, it being understood that MANITOU undertakes to guarantee:

- Compliance with the provisions stipulated in Article « Availability of service »,
- maintaining the main functionalities of the service, informing the Subscriber about the upgrades of the service, and providing online and/or telephone support to the Subscriber for adopting the upgrades of the service.

Generally speaking, MANITOU will strive to:

- upgrade the service in the sense of improving the performance and the ergonomics of the service;
- take into account the passing on of information to the Subscriber regarding the service and its upgrades.

However, the Subscriber cannot accuse MANITOU of not upgrading the service despite the sending of the requests for upgrades.

ARTICLE 6 – ASSISTANCE – TECHNICAL SUPPORT

MANITOU provides to the Subscriber, through the Dealer, support by e-mail and/or telephone and implements the means necessary to receive the requests of the Subscriber under good conditions: availability and competence of the personnel in charge of the support, their analysis and the search for a solution and to intervene as soon as possible.

The days and opening hours for telephone support are provided from Monday to Friday with the exception of French bank holidays, from 8:00 a.m. to 5:00 p.m. CET (Central European Time).

ARTICLE 7 - AVAILABILITY OF SERVICE

7.1 - MANITOU will make its best efforts to allow availability of the service 24/7, 7 days a week, except for cases of force majeure as described in the article « Force Majeure » below, the events not under MANITOU's control, any failures and interventions necessary for the proper operation of the service and the equipment.

MANITOU therefore undertakes to implement all reasonable means to guarantee the availability of the Connected Machine Customer Service and the Data; availability means accessibility to the Data. However, MANITOU cannot be held liable for disruptions, interruptions/anomalies which are not its fault and which may affect sending by the Internet and more generally speaking, by the communication networks, regardless of the significance and the duration thereof.

7.2 - MANITOU reserves the right to close access to the Connected Machine Customer Service in order to carry out maintenance on the equipment and software necessary for processing the Data and hosting it. As far as possible, MANITOU will inform the Subscriber by any means, if possible in advance, of any interruption of access to the server, due to it or that it may know of. MANITOU undertakes to make its best efforts to carry out maintenance outside of busy periods.

7.3 – MANITOU undertakes to assure a minimum availability of 97.5% on a monthly basis not counting technical intervention periods and not counting malfunctioning of the Connected Machine due to the Subscriber or a third party.

ARTICLE 8 - PRICES

8.1 – The invoicing to the Dealer of the price of the Connected Machine Customer Service is issued in the form of a monthly subscription by MANITOU, in accordance with the specific conditions applicable between MANITOU and the Dealer.

The invoicing to the Subscriber of the price of the Connected Machine Customer Service is issued according in the specific Terms applicable to the Subscriber and defined by the Dealer. The subscription price does not include the cost of Internet access allowing the use of the Connected Machine Customer Service, which remains the responsibility of the Subscriber. Unless otherwise indicated, all prices are expressed excluding taxes, to which the applicable taxes are added.

8.2 – Modification of the price

Each year the Dealer may reasonably re-evaluate the pricing invoiced to the Subscriber.

If the Subscriber fails to terminate the Agreement, its subscription will be extended for an indefinite period and it must then pay the new all-inclusive monthly rate.

ARTICLE 9 – TERMS OF PAYMENT

9.1 - The invoicing for the service will take place from the date of the « First Day of service » as defined in Article 5.1 above.

The Dealer will send the Subscriber an invoice in accordance with the Specific Conditions granted by the Dealer and accepted by the Subscriber in the Purchase Order.

MANITOU will send the Dealer its monthly invoice

9.2 - Unless other terms of payment from the month following, after the delivery date of the Connected Machine or the integration of the Box on a piece of equipment are stipulated in the Purchase Order for the Subscriber, any invoice will be payable by the Subscriber in its entirety within thirty (30) days after it is established.

Unless other terms of payment are stipulated in the specific conditions for the Dealer, any invoice will be payable by the Dealer to MANITOU in its entirety within thirty (30) days after it is established.

Any delay in payment by its due date will result, automatically and without prior notice, in the suspension of the Connected Machine Customer Service and the immediate payment of all outstanding sums due, regardless of the indicated method of payment, without prejudice to any other course of action.

In addition, any sum unpaid by its due date will result in the application of late penalties of an amount equal to the rate applied by the European Central Bank to its latest financing operation, plus ten points, from the maturity date, to the value date of the funds received in payment, without prejudice to other damages that MANITOU or the Dealer may claim. In addition to the late payment penalties, any amount, including the deposit, that is unpaid on its due date will automatically incur the payment of a lump sum indemnity of €40 for collection costs.

The penalties are due upon simple request, and no tolerance in this regard can be interpreted as a waiving of such lateness penalties.

Any disagreement concerning the invoicing must be explained by the sending of a registered letter with return receipt requested, within ten (10) days of the date of issuing of the invoice. Without this procedure, the Subscriber will be considered to have accepted it and considered defaulting in case of non-payment.

ARTICLE 10 - OBLIGATIONS OF THE SUBSCRIBER

The Subscriber acknowledges being the only party having at its disposal the information regarding its activities and its needs. For this reason, the Subscriber undertakes to comply, throughout the execution of these presents, its obligation to collaborate with MANITOU and in particular, where applicable, at the time of requests for information from MANITOU in particular in the case of an alert or the occurrence of a malfunction.

In the same way, it is the Subscriber's responsibility to ensure the appropriateness of the Connected Machine Customer Service for its specific needs, in particular based on the indications provided in the documentation and/or the commercial offer sent to it, which it acknowledges having reviewed.

Failing to have requested further details to MANITOU and/or to attend an additional demonstration of the service, namely prior to the signing of these presents, the Subscriber acknowledges having been sufficiently informed.

The Subscriber acknowledges subscribing to the service with full knowledge of its content and its performance and on a professional basis. Except for a case of confirmation of malfunctioning preventing it from accessing the Data, the Subscriber thus accepts the providing of the service as is, with any flaws, which are not a sufficient reason to terminate the Subscription Agreement.

The Subscriber undertakes to inform, in case of leasing and/ or loan of the Connected Machine to a third party, said third parties of the existence of these General Terms of Subscription and the ability for MANITOU, the Dealers, and subcontractors to collect and process the Data.

In the case of transfer and/or sale of the Connected Machine to a third party buyer, the Subscriber undertakes to request the Connected Machine Customer Service to cancel its registration by sending a request by letter to MANITOU or any subsidiary that may replace it and to the Dealer.

Insofar as only the Subscriber knows the third party buyer and their desire to obtain or not to obtain the Connected Machine Customer Service, the Subscriber undertakes,

- to inform the third party buyer of the existence of the Connected Machine Customer Service and these General Terms.
- to warn the third party buyer of the need for it to sign a Subscription Agreement with a Manitou Dealer as soon as possible in order to benefit from the Connected Machine Customer Service.
- Or to inform MANITOU or any subsidiary that may replace it, and the Dealer, of the third party buyer's desire to benefit from or not to benefit from the Connected Machine Customer Service.

ARTICLE 11 - OBLIGATIONS OF MANITOU

The obligations of MANITOU under the General Terms of Subscription are expressly recognised by the Subscriber as being obligations of means. MANITOU will therefore implement the best means known and reasonable in compliance with good practice, in accordance with the laws and regulations in force.

The Subscriber acknowledges that the Boxes are subject to weather-related contingencies and the conditions of use of the Equipment; this is why MANITOU does not at any time guarantee the accuracy, the preciseness and the updating of the Data necessarily related to the Raw Data.

In the same way, the Subscriber is expressly reminded that the Connected Machine Customer Service utilises SaaS technology. For this reason, it may be directly affected



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(response time, difficulty contacting the servers, etc.) by disruptions of the telecommunication networks. The Subscriber declares to be informed of the complexity of these networks and the congestion resulting from the afflux, at certain hours, of Internet users.

ARTICLE 12 - LIMITATION OF MANITOU'S LIABILITY

It is expressly agreed between the Parties that the liability of MANITOU, if MANITOU's fault were to be acknowledged, does not cover the indirect loss, namely in particular losses of utilisation, loss of earnings, commercial or financial damage, increase in overhead expenses, that may be sustained by the Subscriber.

MANITOU can be held liable only upon demonstration of misconduct exclusively attributable to MANITOU. It cannot be held liable in case of Force Majeure as described below.

MANITOU cannot be held liable in case of non-compliant use of the Connected Machine Customer Service and/or the Boxes by the Subscriber or if the Subscriber did not genuinely assess the capacity of its technical and IT environment (hardware, software, Internet traffic, etc.) nor efficaciously carried out the maintenance and updating of its software and its Connected Machines, or breached its obligation of collaboration as described above in Article « Obligations and Liability of the Subscriber ».

It is expressly agreed that if MANITOU's liability were to be legally recognised in the fulfilment of these presents, the Subscriber could claim other compensations and damages only the reimbursement of the payments made by it within the last 12 (twelve) months, by virtue of the Purchase Order concerned.

ARTICLE 13 – OWNERSHIP OF THE DATA

13.1 – MANITOU remains the owner of the Data and provides it to the Subscriber via the Connected Machine Customer Service. The Customer acknowledges that the General Terms of Subscription do not transfer to it any property right regarding the Data and that it acquires from Manitou only a personal, non-exclusive, non-transferable and non-transmissible right to access and use the Data.

13.2 - MANITOU hosts the Data on its servers or any other server decided for by MANITOU. MANITOU implements the best means known to date to protect the integrity and security of the Data. MANITOU undertakes to prevent access to the server by any unauthorised third party according to state-of-the-art practice.

13.3 – Except for the limited rights granted in connection with the General Terms of Subscription and considering the processing carried out on the Enriched Data, MANITOU reserves all rights, titles and interest to the Data, including any related intellectual property rights.

In the event of the expiration of the subscription or in case of termination of the Agreement for any reason whatsoever, the managing of access to the Data is detailed in the article « Termination and Consequences of termination » below.

ARTICLE 14 - PROTECTION OF PERSONAL DATA

14.1 – Principles

14.1.1 – It is possible that some of the Data may be characterised indirectly as personal data (personal data) in light of the communication of certain databases with each other, in particular concerning the Connected Machines and the managing of the IDs.

14.1.2 – For this reason, each of the Parties acknowledges being compliant as far as it is concerned, with the provisions of the european General Data Protection Regulations EU 2016/679 (GDPR) and the provisions of the amended Law No. 78-17 of 6 January 1978 on Information Technology, Data Files and Civil Liberties.

Each of the Parties undertakes to comply with the principles of protection of personal data immediately after design and in the implementation of the processing (Privacy by design) and reducing to a minimum (Privacy by default).

14.1.3 - In the context of fulfilment of the Agreement, the Parties are each acting as Data Controller. When the Customer acts as Data Controller for its own processing the purposes of which it alone determines, MANITOU and the Dealer are then acting as Data Processors.

14.1.4 – For the execution of the Connected Machine Customer Service, MANITOU may collect personal data and transfer it to the Subscriber (see Article 14.3 below). For this reason, the Subscriber is expressly reminded that it collects personal data indirectly. It undertakes to scrupulously comply with the provisions of Article 14 of the General Regulations for Data Protection.

This commitment is considered by MANITOU to be the Subscriber's fulfilment of an essential obligation. Any non-fulfilment thereof will result in the immediate, automatic termination of the Agreement. All of the sums owed and not yet invoiced will become immediately due. MANITOU reserves the right to claim damages for any loss sustained.

14.2 - The nature of the operations carried out on personal data (see Article 14.3 below) is primarily the collection, registering, organisation and hosting of personal data but also the transfer of certain personal data collected to the Subscriber.

The servers are located in the European Union. In the case of transfer of personal data outside of the European Union, MANITOU will ensure that the processing is framed by decisions of appropriateness or the typical contract clauses validated by the European Commission which thus make it possible to guarantee a sufficient level of protection of the privacy and the rights and liberties of the persons concerned.

The purpose or purposes of the processing are related to the carrying out of the Connected Machine Customer Service, in particular for the pursuit of the legitimate interests of MANITOU including the managing of customer relations, the sending of information on the upgrading of the services and the Equipment, optimisation of the models and improvement of the Equipment, remote maintenance of the Equipment, geolocation of the Equipment or also improving the driving experience.

The storage period applied is strictly the one stipulated by the law.

14.3 - The personal data processed and the categories of persons concerned are detailed below:

	Categories of personal data collected	Categories of personal data transferred to the subscriber
Categories of personal data	- Last name, first name, email address, phone number	- Last name, first name, email address, phone number

MANITOU GROUP

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	- Connection data (IP, history, etc.) - Raw data and Enriched Data	- Raw data and Enriched Data
Categories of persons concerned	- The employees or the collaborators of the Subscriber, running the Connected Machine - The Collaborators	- The employees or the collaborators of the Subscriber, running the Connected Machine - The Collaborators

14.4 – The following have access to the personal data collected: the collaborators /employees of MANITOU, the Dealers and the Data Processors.

14.5 - The requests concerning the processing of personal data must be sent by letter to MANITOU BF – Privacy, 430, Rue de l'Aubinière 44150 Ancenis - France – or by email to the address: privacy@manitou-group.com.

In the case of such a request, the persons must convey the information necessary to identify them: such as last and first names, e-mail, account, position.

14.6 – The Subscriber undertakes to inform its collaborators concerned if the geolocation of the Connected Machines affects any geolocation of the operators handling them.

ARTICLE 15 –DURATION OF THE AGREEMENT

15.1 – The Agreement goes into force no later than (i) the date of signing of the first Purchase Order by the Subscriber or (ii) the date of receipt of the IDs by the Subscriber.

The duration of the Agreement is defined in the Purchase Order. Thus, all clauses will remain effective until the end of the duration of the current Purchase Order.

15.2 - The subscription will be extended tacitly for identical periods.

It may be terminated at the end of each period by either of the Parties within 30 days' notice.

ARTICLE 16 – TERMINATION- EFFECTS

16.1 - In the case of breach or non-fulfilment by one of the Parties of any of the obligations imposed on it by these GTS and in particular non-payment of any of the invoices, non-compliance with the legal provisions on protection of personal data, non-compliance with the utilisation license, the other Party may send the Party responsible for the non-fulfilment a formal notice, by registered letter with return receipt requested, to fulfil its obligation or cease its behaviour prohibited by these GTS.

In such a case, if the formal notice remains ineffective, in full or in part, at the end of a period of thirty (30) days from receipt thereof (date of first presentation), the Party having suffered the non-fulfilment may, if it so desires, automatically cancel the General Terms of Subscription by a simple notice sent to the other Party by registered post with acknowledgement of receipt, without prejudice to any claim for compensatory damages for the loss sustained.

16.2 – At the expiration or in all cases of termination, the IDs of the Subscriber and the Collaborators will be disconnected and the Subscriber Space deleted. The Raw Data received until the expiration date or effective date of the termination may be sent to the Subscriber, at first request by it, in a digital format of exploitation.

Beyond the period of six (6) months from the effective date of the termination or the expiration, the Raw Data will be delivered in the context of a specific service. This delivery may be subject to a quotation to be accepted beforehand by the Subscriber. Beyond the period of 2 years from the effective date of the termination or the expiration, the Raw Data can no longer be transferred.

ARTICLE 17 - FORCE MAJEURE

Besides the events commonly upheld by the French case law in case of force majeure, the Parties' obligations will be automatically suspended in the cases of events through no fault of their own will preventing the normal execution of the service, such as earthquakes, fire or flooding of the premises of operation of the activity of either of the Parties, storms, obstruction of the means of transport for any reason whatsoever, total or partial strikes extraneous to the company, total or partial, regional, national or international obstruction of telecommunications and total or partial, regional, national or international obstruction of IT networks. The following is also a case of force majeure: a technical failure caused by actions of malicious intent (e.g. attacks by hackers).

The Party ascertaining the event must immediately inform the other Party of its inability to carry out its service and show proof of this to the other party. The suspension of the obligations cannot under any circumstances be a cause for liability for non-fulfilment of the obligation in question, nor lead to the payment of damages or lateness penalties.

However, as soon as the cause for suspension of their reciprocal obligations ceases to exist, the Parties will make every effort to resume as quickly as possible the normal fulfilment of their contractual obligations.

In the case of prolongation of the case of force majeure beyond a period of 3 (three) months, these General Terms of Subscription may be cancelled by registered letter with return receipt, unless otherwise agreed between the Parties.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

18.1 - Declaration of reciprocal independence

Each Party is an independent entrepreneur and none of the provisions of these General Terms of Subscription will create, in deed or in law, a joint venture, a mandate, a franchise agreement or sales representative agreement or an employee relationship between the Parties.

18.2 - In the case of translation of any of the contract documents forming the GTS or the Purchase Order, only the French version will be valid.

18.3 - The Parties accept and recognise as valid proof that may be presented in court, any exchange by email with each other.

18.4 - The invalidity of any clause of the GTS or the Purchase Order will not affect the validity of the other clauses; it will be continued in the absence of the invalidated provision.

18.5 – Tolerance

The fact for either Party of not availing itself of a breach by the other of any of its obligations referred to in these presents cannot be interpreted in the future as a waiving of the possibility of demanding the application of the obligation in question.

18.6 – Transfer

This Agreement is entered into on a strictly personal basis. Consequently, the Parties shall refrain from assigning, transferring or transmitting this Agreement to any party whatsoever for

Subscriber initials

any reason whatsoever, directly or indirectly, in full or in part, for payment or free of charge, without having obtained the prior written authorisation of the other Parties, with the exception of MANITOU subsidiaries. Thus, according to the Agreement, the Subscriber expressly gives its consent to MANITOU for MANITOU to freely transfer the Agreement and all or a portion of its rights and obligations under this Agreement to one of its subsidiaries or any other entity of its group.

In accordance with the provisions of Article 1216 of the Civil Code, the transfer will produce effects for the Subscriber on the date stated in the notice that MANITOU will send the Subscriber to inform it of the transfer or, in the absence of an indicated date, on the date of first presentation of such notification. Unless otherwise specified in the notification, the transfer will release MANITOU from its obligations to the Subscriber.

Any agreement, regardless of its nature or form, entered into disregarding the above provisions, shall be considered null and void, and may immediately and automatically lead to the termination of this agreement, as soon as a notification is sent to the defaulting party by the other Party indicating its intention to terminate the Agreement.

ARTICLE 19 - SETTLEMENT OF DISPUTES

These General Terms of Subscription are governed by French law.

Except in case of summary proceedings or in case of urgency, any legal dispute concerning the General Terms of Subscription, resulting in particular from the signing, execution, interpretation, termination or validity thereof, must obligatorily be the subject of an attempt at amicable resolution by the Parties.

For this purpose, the Parties agree to meet within 15 (fifteen) days of receipt (date of first presentation of the letter), by one of the Parties, of the notification of said legal dispute by registered post with acknowledgement of receipt, sent by the other Party.

In the absence of a amicable resolution of the dispute within 15 (fifteen) days of the meeting of the Parties under the conditions referred to in the above paragraph, the dispute must then be submitted to the competent court according to the terms defined below.

Failing an amicable agreement, the Parties will submit all disputes, even in the case of introduction of third parties or plurality of defendants, that could result from these General Terms of Subscription, for their validity, interpretation, execution or termination, to the Commercial Court of NANTES, except for cases where the dispute comes under the exclusive jurisdiction of the Tribunal of Grande Instance of RENNES pursuant to the provisions of the Intellectual Property Code applicable.



Contract to be sent to :
MANITOU BF - CONNECTED MACHINE SERVICE
430 rue de l'Aubinière - BP 10249 - 44158 Ancenis Cedex – France
or by e mail : development-services@manitou-group.com

Subscriber initials