



SINCE 1952

DIGITAL SERVICES - TERMS

By using relevant Cloud Service(s) whereas but not limited to Luyckx' portal, website, telematica, related services and other Cloud environments Contact accepts these Terms of Digital Services.

These Terms of Digital Services are an integral part of Luyckx' General Conditions as published on www.luyckx.be.

(<https://www.luyckx.be/nl/verkoopsvoorwaarden> - <https://www.luyckx.be/fr/conditions> - <https://www.luyckx.be/en/sales-conditions>)

These Digital Services – Terms apply to all interactions between Luyckx and its contacts (customers, prospects, suppliers and third parties). Any reference to “Luyckx” is deemed to refer to all companies of the Luyckx Group, its shareholders, management, employees, staff and representatives.

1 DEFINITIONS

1.1 The definitions used throughout the Agreement shall have the following meaning:

“**Cloud Service(s)**” means all services through access via web interface.

“**Contacts**” means all Luyckx' prospects, customers, suppliers and third parties involved.

2 PROVISION OF THE SERVICES

2.1 Subject to Contact's compliance with the terms of this Agreement, Luyckx shall provide access and use of the Cloud Service(s). Luyckx shall make the Cloud Service(s) available and maintain and support the Service(s) in accordance with the provisions set out in the Service Level Exhibit.

3 ACCESS, USE AND RESTRICTIONS

3.1 Subject to limitations set out in this Agreement, Luyckx grants Contact a revocable, non-exclusive and non-transferable limited right to access and use the Cloud Service(s) for its internal business purposes.

4 OBLIGATIONS OF CUSTOMER

4.1 Contact shall provide Luyckx with all necessary information, documentation and co-operation as reasonably requested in order for Luyckx to fulfil its obligations under this Agreement.

4.2 Contact is responsible for controlling who it authorises to be a user.

5 OBLIGATION OF LUYCKX

5.1 Luyckx undertakes to provide the Cloud Service(s) in a professional manner, and with reasonable skill and care. Notwithstanding the foregoing, Luyckx does not warrant that, given the current state of technique, the Contact's use of the Cloud Service(s) will be uninterrupted or error-free, nor that the Cloud Service(s) will meet the Contact's individual requirements, or be free of harmful code or error free.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 All ownership rights, intellectual property rights and other propriety rights relating to the Cloud Service(s) (including without limitation, the sensors and related Documentation) are vested and remain solely property of Luyckx.

7 PAYMENT, INVOICES, AND SUBSCRIPTION

7.1 Except where otherwise agreed between the Parties, the Cloud Service(s) will be invoiced on the basis of the subscription plan selected by the Contact. Such subscription plan will be agreed for one or more Connected Machine(s).

7.2 Contact may add Connected Machines or, as the case may be, request Luyckx to add Connected Machines, and Luyckx will be entitled to charge Contact at Luyckx's then-current rates.

7.3 In the event a Contact cancels its subscription plan, Contact will not be charged for the next invoicing cycle and remains to have access for the remainder of the Subscription Term.

8 CONFIDENTIALITY

8.1 Each Party (the “Receiving Party”) understands that the other Party (the “Disclosing Party”) has disclosed or may disclose confidential and/or proprietary materials relating to the Disclosing Party's business.

8.2 The Receiving Party hereby undertakes to keep the Confidential Information secret and not disclose it, in whole or in part, to any person other than with the prior written consent of the Disclosing Party or its employees, directors, subcontractors and consultants who have a direct need to know and/or use such Confidential Information.

9 PROCESSING OF PERSONAL DATA

9.1 As part of the performance of its obligations under this Agreement, Luyckx may be required to process personal data on behalf of Contact in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as referred to in the version of the “Privacy Policy” published on www.luyckx.be.

10 LIABILITY

10.1 Any liability which Luyckx may incur in relation to this Agreement is restricted to reasonable effort obligations and Contact will have to provide proper proof of such liability.

10.2 Subject to Clause 10.4 (Liability), Luyckx will not be liable to Contact, whether in contract or tort (including negligence) for indirect or consequential damages such as any loss of profit, loss of future revenue or income. In addition

Luyckx will not be responsible for any decisions made on the basis of the Machine Data and/or Output Data.

10.3 Subject to Clause 10.4 (Liability), Luyckx's aggregated liability to Customer for all direct losses arising out of or in connection with this Agreement, whether in contract, tort will not exceed the higher of the amount paid and payable by Customer to Luyckx under this Agreement in the twelve (12) months immediately preceding the claim.

10.4 Nothing in this Agreement seeks to limit or exclude Luyckx's liability for willful misconduct or fraud, death or personal injury caused by Luyckx's negligence (including that of Luyckx's employees, agents or sub-contractors), i.e. damages which cannot be excluded or limited under the applicable law.

11 TERM AND TERMINATION

11.1 This Agreement is effective from the moment of acceptance of this Agreement and shall cease to have effect on the expiration or cancellation after a notice period of 3 months.

12 EFFECT OF TERMINATION

12.1 Expiration or termination of this Agreement, for any reason, shall not affect the accrued reasonable rights, remedies, obligations or liabilities of the Parties existing at termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13 SUSPENSION

13.1 Luyckx may suspend the Services in the event (a) Luyckx becomes aware of what it deems a credible claim that the Contact's use of the Cloud Service(s) violates any applicable law; (b) Luyckx being entitled hereunder to terminate the Agreement for cause.

14 FORCE MAJEURE

14.1 If a Force Majeure Event gives rise to a failure or delay in either Party performing any obligation under this Agreement, that obligation will be suspended for the duration of the Force Majeure Event. A Party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that Party performing any obligation under this Agreement, must: (a) promptly notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue; and (c) inform the other Party if performance has become impossible. A Party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

15 MISCELLANEOUS

15.1 **Notices** – Any notice under this Agreement must be given in writing. Luyckx may provide notice to Contact through Contact's Notification Email Address, the Contact account or in-product notifications. Contact will provide notice to Luyckx by post to Abdijlaan 33, 2960 Brecht (Belgium) or by sending an email to info@luyckx.be. Contact's notices to Luyckx will be deemed given upon receipt.

15.2 **Subcontracting** – Luyckx is entitled to use subcontractors for the performance of its obligations under this Agreement.

15.3 **No assignment** – Contact may not assign this Agreement in whole or in part without the prior written consent of Luyckx.

15.4 **Changes** – Luyckx may change the terms of this Agreement from time to time, with notice on its website.

15.5 **Anti-Corruption/trade compliance** – Contact represents and warrants that in performance of its obligations under this Agreement it shall comply with all anti-corruption and trade compliance laws which are applicable to them.

15.6 **Governing law and jurisdiction** – This Agreement and any claim arising out shall be governed only by and in accordance with the Belgian laws. Each Party irrevocably agrees that the courts of Antwerp (division Antwerp) shall have exclusive jurisdiction.

SERVICE LEVEL EXHIBIT

Luyckx shall use its reasonable efforts to perform the scheduled maintenance outside business hours.

3 SUPPORT

3.1 3.1 During business hours Contact shall be entitled to reach to the Luyckx support desk to report incidents. An incident only exists when such can be demonstrated and reproduced.

3.2 3.3 In relation to Support, Luyckx shall make reasonable attempts to respond and resolve the incident as soon as reasonably possible.

3.3 3.4 Luyckx shall not charge the Contact for correction of the incident unless the incident is attributable to the Contact and/or its authorised users.

1 AVAILABILITY OF THE CLOUD SERVICE(S)

1.1 Luyckx shall make reasonable efforts to make the Cloud Service(s) available to the Contact for the duration of the Term.

2 MAINTENANCE

2.1 Luyckx shall be responsible for updates and maintenance to the Cloud Service(s). In this respect Luyckx:

(a) may at its discretion make changes or updates to the Cloud Service(s) specifications during the term of this agreement.

(b) shall provide maintenance with reasonable skill and care. Luyckx shall inform Contact of any scheduled maintenance whenever possible,