

Sidel Terms of Use for Software, Web Services and Web Sites

These Terms of Use (the "Terms") govern the rights to and use of each Sidel software (including, without limitation, mobile applications) and Sidel online services (including, without limitation, "Sidel Services Online" and "Evo-ON®") and all documentation and data made available or generated through or in connection with such software or service.

Each such software and online service is, together with the documentation and data that is made available or generated through or in connection with the software or service, called a "Service" in these Terms.

By activating, installing or using any Service, you and any individual or entity on whose behalf you are acting (each referred to as "You", agree to follow and be bound by these Terms. If You do not agree to these Terms, or if You are not authorized to agree, You are not allowed to activate, install, use or otherwise exploit the Service.

1. DATA AND PRIVACY

The Service may extract data from any software, service, system or product that is managed or monitored by the Service and automatically transfer such data to, or make data available for remote collection by, Sidel Participations SAS, corporate registration Avenue de la Patrouille de France, 76930 Octeville Sur Mer - France ("Sidel") or any other entity in the Sidel Group (as defined below). Other data may also be collected or generated in connection with the Service.

Your privacy is important to Sidel. Please read the Privacy Notice (available for download and printing at <https://www.Sidel.com/en/privacy-notice-pa-485>), which describes when, how and for what purposes data will be processed (e.g. collected, generated, held, used, reproduced, combined, modified, and disclosed) in connection with the Service.

By activating, installing or using the Service, You consent to the processing of data (including, without limitation, data about You) described in the Sidel Software and Online Service Data and Privacy Notice (including, without limitation, transfer of data to and from the European Union) and grant Sidel Participations SAS and each of its affiliated entities controlled directly or indirectly (the "Sidel Group"), a perpetual, royalty free, transferrable, sub-licensable and worldwide license to process Your "User Specific Data" (as defined further below) as set out in the statement. If any part of the consent is withdrawn, You may not be able to use certain functionality of the Service.

Notwithstanding the above, if any data made available by You in connection with the Service contains personal data that: (a) relates to third parties (e.g. Your customers or suppliers); or (b) the Service neither requires nor foresees (e.g. personal computer files), and such data is processed by or on behalf of Sidel, shall apply to the processing. Sidel shall be regarded as the "data processor" and You shall be regarded as the "data controller" in relation to such processing, except in the specific cases (and to the extent) explicitly stated on <https://www.Sidel.com/en/privacy-notice-pa-485>.

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The processing of your personal data, including but not limited to your name, contact details, credentials, usage logs, and data generated through the use of Sidel Group equipment and applications (such as for example geolocation, performance, voice speech, or energy consumption data), is governed by our [Privacy Notice](#). This Notice also explains the legal bases for such processing, which includes the performance of a contract, compliance with legal obligations, and legitimate interest.

You are also informed that Sidel Group implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including protection against unauthorized or unlawful processing, accidental loss, destruction or damage of personal data, in accordance with applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 ("GDPR").

If the Service involves the transfer of your personal data outside the European Economic Area (EEA), such transfers are subject to appropriate safeguards, such as the European Commission's Standard Contractual Clauses or other legal mechanisms, as detailed in our Privacy Notice.

Users are required to maintain the confidentiality and security of their credentials and shall immediately notify Sidel Group of any suspected unauthorized access or security incident.

The Service may use cookies or similar tracking technologies to enhance user experience, measure traffic, or provide functionality. For more information, please refer to our [Cookies Notice](#) or our [Privacy Notice](#).

Any query regarding personal data or privacy rights should be sent to privacy@sidel.com.

2. CONTRACT FORMATION

By agreeing to these Terms, You enter into an agreement with Sidel. Other affiliated companies of Sidel Group are not parties to these Terms, but are granted certain rights, as set out herein.

If You do not agree to these Terms, You may cancel the most recent purchase of any license or subscription to the Service that You have made from Sidel, the entity in the Sidel Group that is responsible for sales in the country or region in which You are located.

Your right of cancellation expires in accordance with the Service conditions applicable to which such purchase relates. Immediately upon cancellation, You must cease all use of such version and, if applicable, remove all copies, full and partial, of such version from Your system(s) and return all provided physical media (e.g. USB drives) containing any such copy.

3. MOBILE APPLICATIONS

To the extent the Service is a mobile application that has been made available to You for download through a) the "App Store" service operated by Apple Inc. or any of its affiliates, the "Licensed Application End User License Agreement" published by Apple Inc. (<http://www.apple.com/legal/internet->

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[services/itunes/us/terms.html](#)); and/or b) the "Google Play" service operated by Google LLC or any of its affiliates the "Terms of Service" published by Google LLC (<https://play.google.com/intl/en/about/play-terms/index.html>) shall govern the rights to and use of the mobile application instead of section 4 through 22 of these Terms. Section 23 (Applicable Law and Disputes) of these Terms shall always govern the applicable law and the dispute procedure. Additionally, the use of the Service involves the processing of personal data relating to you or other users, such as identification data, credentials, communication data, and data generated from the use of connected equipment (e.g., efficiency, usage statistics, machine location, etc.). Please consult our [Privacy Notice](#) for more information about how such data is collected, used, retained, shared, and protected.

4. LICENSE

Each individual or entity that acquired a subscription license to, or that has lawfully been granted access to a valid license key to, or copy of, the Service, under an agreement between the individual or entity and the entity in the Sidel Group that is responsible for sales in the country or region in which such individual or entity is located (each such individual or entity a "Licensee") is granted the License specified below.

Licensee has a limited non-exclusive, non-assignable, non-transferable, non-sublicensable license to activate/install and use the Service and/or the provided copy(ies) of the Service, but solely for the Service's intended purpose and solely for Licensee's internal business operations, and subject to Licensee's acceptance and compliance with these Terms, payment of applicable license and/or subscription fees and other restrictions specified in the applicable documentation, offer, agreement or invoice (the "License").

Unless otherwise specified in the applicable documentation, offer, agreement or invoice, the License is limited to use in relation to one customer site. Furthermore, if the Service has been provided embedded in, or installed into, a device, the License is limited to use in conjunction with such device and the Service must not be installed into or copied to any other device (except as explicitly permitted by mandatory law). If the Service is otherwise intended to be locally installed, the License is limited to installation and use of the Service on one mobile device, computer or computer server (as applicable), unless otherwise specified in the applicable documentation, offer, agreement or invoice.

Licensee may allow its employees, representatives, contractors and agents to use the Service on its behalf pursuant to the License but remains liable for all acts and omissions of such individuals and entities (whether authorized by Licensee or not) as if that was acts and omissions of Licensee.

The License terminates at the end of the license period specified in the applicable documentation, offer, agreement or invoice (if applicable) or in the event Licensee's right to use the Service is withdrawn under section 11 (Suspension and Withdrawal). If no license period has been specified, each of Sidel and the Sidel entity in the Sidel Group responsible for sales in the country or region in which Licensee is located may terminate the License at any time.

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A license subscription begins on activation of the applicable Service. Unless otherwise specified in the applicable documentation, offer, agreement or invoice (if applicable), a license subscription continues for 12 months and will be automatically renewed (and invoiced) for consecutive 12-month periods (at the prevailing fees) unless terminated by Licensee or by Sidel no later than 1 month prior to the renewal date. Unless otherwise explicitly agreed, the subscription fee(s) for the contracted term or renewed term will be invoiced in advance. Sidel may, by notice no later than 3 months prior to any subscription renewal date, adjust the subscription fees for the forthcoming renewal periods. If the customer objects to the adjustment, the customer may terminate the subscription as set out above.

Upon termination of the License, Licensee must immediately cease all use of the version(s) of the Service (excluding User Specific Data) to which the License is applicable and, if applicable, destroy all copies, full and partial, of such versions.

5. COMPLIANCE

You must not use the Service (excluding User Specific Data) outside the scope of an applicable License. Furthermore, You may use the Service only in accordance with these Terms and applicable laws and regulations and must not otherwise exploit the Service. Without limiting the foregoing, it is specifically noted that You must not (except as explicitly permitted by these Terms or by mandatory law): (a) distribute or otherwise make any part of the Service available to any third party; (b) reproduce, create derivative works of, modify, disassemble, decompile or reverse engineer any part of the Service; (c) circumvent any technological measures against unauthorized acts (e.g. measures that restricts access to raw data held by the Service); or (d) use the Service in a way that is abusive or offensive or might damage, disable, overburden or impair the Service or any related or connected software, service, system or product. Sidel has the right to embed mechanisms in the Service to monitor usage of the Service and to verify compliance with these Terms.

6. REGISTRATION AND CREDENTIALS

For use of all or specific parts of the Service, You may have to register an account. You must ensure that all information submitted in connection with the registration is truthful and accurate and You must maintain the accuracy of such information (e.g. Your email address). The credentials (e.g. license key, user name and password) assigned or created for use of the Service (if any) must be kept confidential by You and You must not disclose Your credentials to any third party or otherwise allow any third party to access the Service (except as explicitly permitted by these Terms). If You have reason to believe that a third party has gained unauthorized access to Your credentials or to the Service, You must immediately notify Sidel.

7. SYSTEM REQUIREMENTS

For use of all or specific parts of a Service, You may have to acquire, install and maintain certain hardware or software and an internet connection that meet at least the minimum requirements set out in the documentation for the Service (each a "System Requirement"). Maintenance of such hardware and software may include You updating, or enabling and permitting Sidel, Sidel Group to access and update software. Failure to acquire, install and timely

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maintain System Requirements may result in inability to use the Service in whole or in part, in the Service not functioning or not being provided as intended.

8. OWNERSHIP

Subject to the license set out in section 1 (Data and Privacy) above, neither Sidel, nor any other Sidel Group entity claims any ownership to any data that You enter into the Service or that the Service generates specifically for You and Your specific circumstances ("User Specific Data"), and these Terms shall not restrict Your right to use such User Specific Data. For the avoidance of doubt, User Specific Data does not include any data that is held by the Sidel Group independently of Your use of the Service or that is provided as part of, or in connection with, the activation or installation of the Service.

Except for User Specific Data, Sidel (or, as applicable, its affiliates or licensors) owns and retains all rights, titles and interests in and to all trademarks, trade names, patents, copyrights, neighboring rights, confidential information, trade secrets, know-how and other intellectual property and intellectual property rights (whether or not any of them are registered, and including applications for registration of any of them) in or related to the Service. All rights not expressly granted in these Terms are reserved by Sidel (or, as applicable, its affiliates or licensors).

9. MAINTENANCE

For the avoidance of doubt, except to the extent explicitly agreed in writing, neither Sidel nor any other Sidel Group entity has any obligation to provide any support, maintenance or other service in relation to the Service. However, if such support, maintenance or other service is provided, what is stated about a "Service" in section 15 (Limitations of Liability) shall also apply to such support, maintenance or other service, unless otherwise explicitly agreed in writing.

10. INDEMNIFICATION

You shall indemnify and hold Sidel Group harmless against any and all liability, claims, loss, damage, costs and expenses (including reasonable attorney fees) incurred or suffered as a result of any violation of these Terms or any negligence on the part of You, including any claim or demand made by any third party due to or arising out of any access to or use of the Service, violation of these Terms, infringement or violation of any intellectual property right or any other right of any person or entity, by You or any third party using Your Service account or Service credentials.

11. SUSPENSION AND WITHDRAWAL

Sidel may at any time suspend Your right to use the Service (excluding User Specific Data) if applicable and due license or subscription fees for Your use of the Service have not been paid or if, in Sidel's reasonable opinion: (a) You have violated these Terms; or (b) Your use of the Service poses a threat to the security or functionality of the Service or any related or connected software, service, system or product. You will be notified of the suspension. Furthermore, if the cause of the suspension is reasonably capable of being cured, Sidel will use reasonable efforts to re-establish Your right to use the Service promptly after Sidel determines, in its reasonable discretion, that the cause of the suspension has been cured. Sidel may permanently withdraw Your right to use

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the Service (excluding User Specific Data) if the cause of the suspension is not reasonably capable of being cured or the suspension is not cured within fifteen (15) days after Sidel's initial notice thereof.

Furthermore, if any part of the Service is hosted or otherwise managed by or on behalf of any Sidel Group entity (e.g. Evo-ON® service), that part of the Service may be suspended or withdrawn at any time unless Licensee has paid a specific fee for use of that part of the Service during a specific and limited period (e.g. annual) and the period has not expired.

12. SERVICE LEVEL AGREEMENT

The Service may, unless explicitly agreed in writing, be subject to a service level agreement or similar arrangement ("SLA"). In addition to the limitations under the SLA, the SLA shall apply only to the parts of the Service that are hosted or otherwise managed by or on behalf of any Sidel Group entity in the and shall not apply to the extent fulfilment is prevented by force majeure or any other circumstance beyond Sidel's reasonable control. Furthermore, if the SLA entitles Licensee to any liquidated damages or penalties, such damages or penalties shall be Licensee's sole and exclusive remedy for the breach that the damages or penalties relate to.

13. RESULTS

The Service may present certain outcomes of data processing and analysis, inter alia, as indication of risk, as anticipation of future states or events, as a potential for improvement of performance or other data output (each such output a "Result"). The Service may apply methods of artificial intelligence and machine learning when processing and analyzing data and may refer to data from other sources and/or prior analyses of such data (e.g. for benchmarking or pattern recognition). Results may be useful but are not intended to be used or relied upon as single source of information.

Sidel does not warrant that Results are correct or complete. Anticipated improvements of performance, future states or events may not occur, and there may exist risk, and future states or events may occur, that have not been subject to analysis.

14. LIMITED WARRANTY

For the benefit of Licensee, Sidel warrants that the last provided version of the Service in all material aspects is capable of providing the features and functions generally described in the Service documentation issued by an entity from Sidel Group at the release of the relevant version of the Service, subject to section 11 (Suspension and Withdrawal) and 17 (Updates and Changes) and provided that the relevant License remains valid, System Requirements are met and the relevant Service is properly activated/installed in accordance with the documentation. The warranty expires: (a) to the extent the Service has been provided embedded in, or installed into, a device or is otherwise intended to be locally installed, 90 calendar days after the date that the relevant version of the Service is made available to Licensee on a physical medium, via electronic download or otherwise; and (b) otherwise, 90 calendar days after the date of the first occurrence of the warranty breach. If a breach of the warranty is notified by Licensee in writing before the expiry of the warranty, Sidel will attempt to remedy the breach. If Sidel does not or is not able to remedy the breach within a reasonable time, Licensee is entitled, as

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sole and exclusive remedy, to terminate the License and receive a prorated refund of any unused part of the license or subscription fee payment most recently made by Licensee for the specific version of the Service to which the warranty claim relates; such refund will be made by the entity that originally had the right to receive payment of such fees. The refund is subject to the removal of all copies, full and partial, of the relevant version of the Service (excluding User Specific Data) from Licensee's system(s) and the return of all provided physical medias (e.g. USB drives) containing any such copy. Neither Sidel, any other Sidel Group entity have any liability for the Service except for what is specified in this section (Limited Warranty) and, if applicable, section 12 (Service Level Agreement) and otherwise explicitly agreed in writing.

15. LIMITATIONS OF LIABILITY

Except as explicitly provided for in section 12 (Service Level Agreement) and 14 (Limited Warranty), and to the maximum extent permitted by applicable law, the Service is provided "as is" and "as available" without any warranty (express, implied or otherwise) as to the accessibility, quality, suitability, security or accuracy of the Service and with all warranties and conditions of merchantability, fitness for a particular purpose, title or non-infringement being expressly disclaimed. This disclaimer is applicable to any damage, loss or injury resulting from negligence or omission of any Sidel Group entity from computer virus or other similar item, from telecommunications errors, or from unauthorized access to or use of Your information through theft or any other means. Neither Sidel nor any other Sidel Group entity is liable for any criminal, tortious, or negligent act or omission of any third party that may affect the Service.

Neither Sidel nor any other Sidel Group entity is liable under contract, tort, strict liability, negligence or other legal theory for any damage or loss (whether direct, indirect, incidental, special, punitive, consequential or other damage or loss), including lost profits and loss of data, or for any cost or expense, arising from or relating to these Terms or the use or inability to use all or part of the Service, even if advised of the possibility of such damage, loss, cost or expense. Any such potential liability is hereby disclaimed by You to the maximum extent possible under applicable law.

No claim or action, regardless of form, arising out of or relating to these Terms, the Service or the use or inability to use all or part of the Service, may be brought by You more than one year after the cause of the claim or action arose.

The limitations of liability set out above in this section do not apply to the extent the relevant loss or damage is caused intentionally (willful misconduct) or with reckless disregard for the consequences of its acts (gross negligence). Furthermore, nothing in these Terms shall limit or exclude any liability for fraud or fraudulent misrepresentation, for death or personal injury caused by negligence, for product liability or for any other liability that may not be so limited or excluded under applicable law.

16. THIRD PARTY SOFTWARE AND SERVICES

The Service may contain or embed third party software and services that are licensed under separate terms and conditions, as further specified in the Service or in the Service's specification, documentation or readme or notice files. In addition to these Terms, You must comply with such separate terms

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and conditions to be allowed to use the Service.

If the Service includes components or integrations operated by third parties, certain data may be shared with or processed by such third parties acting as data processors or separate controllers. The Service may link to third party web sites or services. Neither Sidel nor any other Sidel Group entity is responsible for such web sites or services or for any goods or services offered through or in connection with such web sites or services.

17. UPDATES AND CHANGES

Sidel may occasionally, at its discretion, make available upgrades and updates that replace or supplement the Service. With Your approval (e.g. by settings in the Service), such upgrades and updates may be remotely installed on Your system without prior notification. Furthermore, if any part of the Service is hosted or otherwise managed by or on behalf of any Sidel Group entity (e.g. as an online service), that part of the Service may always be upgraded or updated without prior notification, except that Licensee will be notified of material changes if Licensee has paid a specific fee for use of that part of the Service during a specific and limited period (e.g. annual) and the period has not expired.

These Terms shall govern all past and future versions of the Service, unless such version is accompanied by separate terms, in which case such terms will apply.

Sidel may occasionally, at its discretion, make changes to these Terms. You will be notified, as set out below, that Terms have changed and Your continued use of the Service after such notification constitutes Your acceptance of the changes, which shall enter into force on the date of such continued use.

18. NOTICES

Notices to Sidel or the Sidel Group relating to these Terms may be sent by letter to the address set out in the preamble in an envelope marked "Sidel Terms of Use for Software, Web Services and Web Sites" with attention "Legal Affairs". Any questions regarding data protection or the exercise of your data subject rights under applicable privacy laws may be addressed to the privacy@sidel.com as indicated in our Privacy Notice. Notices to You may be announced in the Service or sent by mail or email to Your registered postal address or to any postal address or email address which You have notified or used in relation to the Service or in communication with the applicable Sidel Group entity.

19. COMPLETE TERMS

These Terms set out the full scope of obligations and liabilities of Sidel and Sidel Group in relation to the Service and any and all obligations and liabilities provided by law and possible to exclude are hereby excluded. Representations, promises and conditions related to the Service but not explicitly set forth in these Terms are not binding on the Sidel Group.

20. SEVERABILITY

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain effective and such provision shall be

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replaced with another provision consistent with the purpose and intent of these Terms.

21. ASSIGNMENT

You may not assign or otherwise transfer any right or obligation under these Terms without prior written consent of Sidel. Sidel may assign and transfer its rights and obligations under these Terms to any other entity in the Sidel Group. The rights granted to Sidel and other Sidel Group entities shall be freely assignable.

22. TRANSLATIONS

The English language version of these Terms is the only binding version, regardless if translations to other languages are made available. If there is any conflict or inconsistency between the English language version and any translation, the English language version shall thus prevail. The English language version is available for download and printing at <https://www.sidel.com/en/terms-conditions-pa-75>.

23. APPLICABLE LAW AND DISPUTES

These Terms (including this clause) and any contractual or non-contractual obligations arising out of or in connection herewith (including the License) are governed by and shall be construed and interpreted in accordance with French substantive law without regard to its conflict of laws provisions. The UN Convention on Contracts for the International Sale of Goods or any enactment thereof shall not apply, excluding its conflict of law rules. Any dispute, controversy or claim arising out of, or in relation to, these Terms, including the validity, invalidity, interpretation, breach, termination thereof, or breakdown of the relationship, for any reason whatsoever, shall be resolved by arbitration in accordance with the Arbitration Rules of the "CMAP" (Paris Mediation and Arbitration Center – "Centre de Médiation et d'Arbitrage de Paris") in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three (3) unless the Parties agree on the use of one (1) arbitrator. The seat of the arbitration shall be Paris. The arbitral proceedings shall be conducted in English. The arbitral proceedings and the information and documentation disclosed in connection with the arbitration shall be kept confidential by all parties involved. Notwithstanding the above, the Sidel Group is always entitled to petition courts and authorities in any competent jurisdiction to enforce the Sidel Group's intellectual property rights and/or secure claims of any payments due, as well as to seek injunctive relief and other interim measures.

24. Reporting Concerns and Whistleblowing

If You believe that an employee of Sidel, or anyone acting on behalf of Sidel or any Sidel Group entity, has engaged in illegal or otherwise improper conduct, should report the matter to Sidel. Please contact Sidel Corporate Governance Office at governance@sidel.com or use the whistle-blowing platform accessible at <https://www.sidel.com/en/sustainability/esg-at-sidel/governance-pa-336>, or call toll-free using the access codes that can be found on the whistle-blowing tool website.

Your relationship with Sidel will not be affected by an honest report of potential misconduct.

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25. USE BY MINORS

The Service is intended for business use by adults. It is not directed to individuals under the age of 16. If Sidel Group becomes aware that it has inadvertently collected personal data from a child under 16, it will delete such data promptly. It is the sole responsibility of the User to ensure the Service access will be restricted for business use by adults only.