

## General Terms and Conditions of Use and Privacy Policy

The purpose of these general terms and conditions of use (the "GTCU") is to determine the rules of use of the Track Advance Solution ("Solution") published by Boccard.

By installing the Solution on your terminal and/or by accessing it, as a user, you unconditionally and unreservedly accept all of the GTCU defined below. If you do not wish to accept these GTCU, we ask you not to access the Solution.

Any visit to and/or use of the Solution must comply with these GTCU. These GTCU may be modified at any time, in whole or in part. The modifications in question will be brought to the attention of the Users by posting the updated GTCU online. They are deemed to be accepted without reservation by any User who accesses the Solution after the said online posting.

### **1. Definition**

"*Track Advance License Agreement*": the Agreement concluded between Boccard and its Customer granting the latter the right to use the Solution in SaaS or On Premises mode.

"*User*": any natural person authorised to access the Solution.

### **2. Legal notice**

The Solution is published by:

**BOCCARD**, Société Anonyme à directoire et conseil de surveillance with a capital of €13,517,665.00, having its registered office at 158 Avenue Roger Salengro 69100 Villeurbanne, France and registered with the Lyon Trade and Companies Register under number 956 501 258.

Its publishing director is Nicolas TCHOBANIAN. Phone number: 04.78.93.34.35

### **3. Purpose and conditions of access**

The Solution offers, according to the modules chosen by the Client, access to the following modules:

#### **Standard module:**

- **Foundation**

Enables acquisition and storage of raw data and events from the automated system (analog and digital values, function states) unlimited OPC variables. Allows stand-alone use (without specific modules) for investigation, qualification, diagnosis and storage.)

#### **Specific modules (Prerequisite = Foundation)**

- **Recipe**

Integrated recipe module for configuring and composing the operation of an automated installation and adapting it to the specific needs of each recipe at any time.

- **Cip & Sip**

Module for cleaning and sterilization management, static and dynamic reports, performance analysis of unit operations, comparative analysis of different cleanings and sterilizations. Enables qualification, compliance and ongoing efficiency of these operations. Allows dynamic display of monitoring dashboards and automated e-mail alerts and notifications.

- **Production**  
Production operations management module, static and dynamic reports, unit operation performance analysis, comparative analysis of different productions. Enables continuous qualification, compliance and efficiency of these operations. Allows dynamic display of monitoring dashboards and automated e-mail alerts and notifications.
- **Maintenance**  
Module for monitoring the status of a mechanical system, exceeding vibration and acceleration thresholds, and temperatures, with email alerts and automated notifications. Implementation of static and dynamic reports, enabling dynamic display of monitoring and diagnostic dashboards based on actual use, associated with component maintenance plans.
- **Energy**  
Module for monitoring energy consumption: electricity, smoke, gas, water, etc. Static and dynamic reports, performance analysis of unit operations, comparative analysis of different productions and cleaning operations. Allows dynamic display of monitoring dashboards and automated notification and e-mail alert of over-consumption.
- **Genealogy**  
Continuous traceability module for production operations, enabling complete linkage and display of sequences with tracking of quantities, times, ingredients, OF numbers, batch numbers, from raw material consumption to packaging.
- **Connectors**  
Module for communicating with external environments such as ERP, CMMS, MES and databases. Set up automated workflows, emailing and notification.

The Solution is accessible by web browser (Google Chrome 80.0.3987 or later) computer or tablet from the Customer's network (On Premises) and via an operating system compatible with Chrome 80.0.3987 or later.

In particular, the User undertakes to:

- Not to use the Solution in contradiction with the applicable legislation
- Keep your personal username and password and do not disclose them to third parties
- Connect to the Solution only via the web interface. If requested by the Customer, machine-to-machine access to programmable features can be created.
- Do not copy all or part of the Solution onto any other medium.

#### **4. Intellectual Property**

The trademarks, logos, signs, drawings, graphics and other elements appearing in the Solution are protected by the Intellectual Property Code and more particularly by trademark and copyright law. Thus, all copyrights and other intellectual property rights, as well as all property rights relating to the Solution and its elements, such as interfaces, specific developments thereof, as well as the user guides and documentation attached thereto are and will remain in all circumstances the exclusive property of Bocard.

Any reproduction, representation, modification, publication, adaptation, of all or part of the elements of the Solution, regardless of the means or process used, is prohibited without the prior written authorisation of Bocard.

Any unauthorised use of the Solution or of any of the elements it contains will be considered as constituting an infringement and will be prosecuted, in accordance with the provisions of articles L.335-2 and following of the French Intellectual Property Code.

## **5. Protection of personal data**

**4.1.** The collection and processing of personal data is carried out in compliance with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as of 25 May 2018.

**4.2.** When using the Solution, the following data may be collected in order to create your user account: surname, first name, email address, IP address and log connection data.

**4.3.** These various data are collected for the purpose of creating a user account in order to give you access to the Solution.

The transferred data will be stored in the European Union.

**4.4.** Organisational, technical, software and physical digital security measures such as dedicated service, closed application and HTTPS are implemented in order to protect personal data against alteration, destruction and unauthorised access.

The data will be kept for the duration of the activation of the User account and for one month after its deactivation.

**4.5.** In application of the regulations applicable to personal data, as a User and therefore a data subject, you have the following rights in particular:

- update or delete your data (if you delete your data, you will no longer be able to access the Solution);
- exercise your right of access in order to have the details of your personal data. In this case, before exercising this right, we reserve the right to request proof of identity.

These various requests can be made electronically by sending an email to the following address: [info.rgpd@boccard.com](mailto:info.rgpd@boccard.com).

**4.6** In the case of the installation of the Solution on Premises, the Client, in his capacity as joint data controller, guarantees, in the same way as Boccard, that the provisions regarding the protection of personal data (rights of the data subjects, data security, etc.) are complied with. The Client and Boccard will inform each other in case of a data subject's request, data breach or security incident in order to deal with these issues in accordance with the requirements of data protection and the GDPR. The Client and Boccard undertake that the data will be stored in the European Union and if not, they agree to store the data outside the European Union. The Client and Boccard agree on a storage period for personal data of one month from the deactivation of the User account.

## **6. Limitation of liability**

Access to and use of the Solution is at the User's own risk.

It is the responsibility of all Users to take all appropriate measures to protect their own data and/or software stored on their computer equipment against any attack. We decline all responsibility in the event of misuse of the terminal and/or any incident related to the use of the terminal when using the Solution. Under no circumstances shall we be held liable for any damage, of any nature whatsoever, caused to Users, their terminals, their computer equipment and the data stored on them, nor for any consequences that may result from this on their personal, professional or commercial activity.

In view of the nature of the service provided, Boccard's obligation is an obligation of means. Boccard is only liable for any material, proven, direct damage which is exclusively attributable to Boccard.

Boccard cannot be held liable for damages resulting from the actions of a third party, nor for indirect and/or immaterial damages that may result from the License Agreement, from the use or impossibility of use of the Solution, in particular financial or commercial damage, loss of profits, loss of contracts, damage to the brand image or reputation, loss of business or loss of customers or savings, loss of productivity, postponement or disruption in the planning of the project or business activity, loss of data, files or computer programs of any kind, even if Boccard has been aware of the possibility of such damage occurring.

Boccard does not guarantee that the Solution is free from defects or interruption of operation. The Solution is in no way guaranteed to prevent a breach of network security or unauthorised access, including viruses, Trojan horses, worms, time bombs, cancelbots or other similar dangerous programming routines.

## **7. Applicable law and jurisdiction**

These GTCU are subject to French law.

Any litigation or dispute relating to the execution or interpretation of these conditions that cannot be settled amicably between the parties will be submitted to the competent courts of the Lyon Court of Appeal.

Last update on 10/11/2023