

SPECIFIC TERMS ON CONNECTED PRODUCTS & RELATED SERVICES

These Specific Terms and Conditions apply to the Connected Products & Related Services, as defined in the Data Act, that a Supplier sells, rents, leases or otherwise makes available to Proximus, and form an integral part of the Agreement between Proximus and the Supplier. If the Agreement already contains clauses imposed by the Data Act on the roles of the Parties under the Data Act and the use of Non-personal Data in relation to the Connected Products & Related Services, those clauses shall prevail over these Specific Terms and Conditions.

ARTICLE 1 - COMPLIANCE AND ROLES

- 1.1 The Supplier shall always comply with the EU Regulation 2023/2854 of 13 December 2023 on harmonised rules on fair access to and use of data (the “**Data Act**”), if applicable, as well as any other applicable laws and regulations related to personal and Non-personal Data in relation to the Connected Products and Related Services covered by the Agreement. The terms “**Data**” and “**Non-personal Data**” have the meaning given to them in the Data Act, as relating to the Connected Products and Related Services covered by the Agreement. All other capitalised terms used in these Specific Terms and Conditions and not defined herein or in the rest of the Agreement will have the same meaning as in the Data Act.
- 1.2 To the extent that the Data Act is applicable to the Connected Products and Related Services covered by the Agreement, the Supplier shall be considered the Data Holder where it has the right or ability to make the relevant Data available, within the meaning of the Data Act, while Proximus shall be regarded as the User. Where a third party or multiple entities act as Data Holders with regard to the Data, the Supplier shall ensure that Proximus is granted access to such Data in accordance with the Data Act, including by identifying and coordinating with all relevant Data Holders.
- 1.3 In the event that Proximus makes the Connected Products or Related Services available to any third-party customer under this Agreement, and the Data Act is applicable, Proximus shall act as the Data Holder only to the extent that it meets the definition set out in the Data Act and the third-party customer shall be deemed a User as defined by the Data Act. If Proximus is not the Data Holder, the Supplier or any designated Data Holder shall ensure that the User can access the Data, for example via an online corporate or individual account. The procedure for multi-User Data access shall be specified no later than the date of signing the Agreement.

ARTICLE 2 - AGREED USE OF NON-PERSONAL DATA BY THE DATA HOLDER

- 2.1 The Data Holder undertakes to use the Data that are Non-personal Data only for the purposes agreed with the User as follows:
 - (a) performing any agreement with the User or activities related to such agreement (e.g., issuing invoices, generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit);
 - (b) providing support, warranty, guarantee or similar services or to assess User’s, Data Holder’s or third party’s claims (e.g., regarding malfunctions of the Connected Products) related to the Connected Products or Related Services;

- (c) monitoring and maintaining the functioning, safety and security of the Connected Products or Related Services and ensuring quality control;
- (d) improving the functioning of any Connected Products or Related Services offered by the Data Holder;
- (e) developing new products or services, including artificial intelligence (AI) solutions provided they comply with all legal requirements, by the Data Holder, by third parties acting on behalf of the Data Holder (i.e. where the Data Holder decides which tasks will be entrusted to such parties and benefits therefrom), in collaboration with other parties or through special purpose companies (such as joint ventures);
- (f) aggregating these Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to the Data Holder from the Connected Products to be identified or allow a third party to derive those data from the dataset.

ARTICLE 3 - SHARING OF NON-PERSONAL DATA WITH THIRD PARTIES AND USE OF PROCESSING SERVICES

3.1 The Data Holder may share with third parties the Data which is Non-personal Data, if:

- (a) the Data is used by the third party exclusively for the following purposes:
 - (i) assisting the Data Holder in achieving the purposes permitted under Clause 2.1.;
 - (ii) achieving, in collaboration with the Data Holder or through special purpose companies, the purposes permitted under Clause 2.1.;
- (b) the Data Holder contractually binds the third party:
 - (iii) not to use the Data for any purposes or in any way going beyond the use that is permissible in accordance with previous Clause 3.1. (a);
 - (iv) not to share these Data further unless the User grants general or specific agreement for such further transfer.

3.2 The Data Holder may use processing services, such as cloud computing services (including infrastructure as a service, platform as a service and software as a service, hosting services, or similar services) to achieve the agreed purposes under Clause 2.1. while ensuring compliance with the Data Act, specifically article 32 of the Data Act to prevent unlawful international governmental access and transfer of Non-personal Data.