

# General Terms & Conditions of Use - MANITOU API

MANITOU Group offers its customers **the provision of data through an API** (hereinafter the "API Service"), governed by the present General Terms and Conditions of Use (hereinafter the "API T&Cs").

The API is the means of communication of data of any kind, and possibly generated after the acceptance of separate agreements.

BY ACCESSING AND USING THE API SERVICE, THE CUSTOMER/SUBSCRIBER ACKNOWLEDGES HAVING READ THE API T&Cs, HAVING UNDERSTOOD AND ACCEPTED THEM AND UNDERTAKES TO RESPECT THEM.

**THESE API T&Cs CONSTITUTE AN "AGREEMENT" BETWEEN MANITOU AND THE CUSTOMER (hereinafter the "Agreement").**

THE CUSTOMER CONFIRMS TO MANITOU THAT THE PERSONS ACCESSING AND USING THE API SERVICE ARE DULY AUTHORISED BY MANITOU TO ACT IN THE NAME OF AND ON BEHALF OF THE CUSTOMER. THE CUSTOMER WARRANTS THAT SUCH PERSONS WILL COMPLY WITH THE PROVISIONS OF THE API T&Cs.

THOSE PERSONS MAY BE AN EMPLOYEE OF THE CUSTOMER, A CUSTOMER'S ATTENDANT, A PROVIDER, A PUBLISHER, A DATA AGGREGATOR, OR ANY OTHER PROVIDER MANDATED BY THE CUSTOMER, ACTING ON BEHALF OF THE CUSTOMER (hereinafter referred to as the "User").

**FAILING THIS, THE USER AGREES NOT TO ACCESS THE SERVICE.**

MANITOU reserves the right to modify the API T&Cs at any time (accessible at <https://apiportal.manitou-group.com>)

## PREAMBLE

MANITOU offers its customers a service for making various data available. This data may be MANITOU technical and commercial data, data linked to connected machines and collected in accordance with the Connected Machine Subscription Agreement, or any other type of data that customers wish to benefit from.

## 1. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to define the respective rights and obligations of MANITOU, or any subsidiaries that may be substituted for it, and of the Customer within the framework of the API Service.

The Agreement is independent of the distribution or supply Agreement binding MANITOU and/or one of its subsidiaries with the Customer.

In general, the Customer undertakes not to make any other use of the API Service other than that defined in the API T&Cs and which would have the effect of harming the interests of MANITOU in any way whatsoever.

The Agreement comprises the following documents in hierarchical order of decreasing legal importance, and which the Customer acknowledges having read and accepted the terms:

- The present API T&Cs ;
- The Documentation available on the Developer Portal;
- The Service Level Agreements (including availability indicators), if any, available on the Developer Portal.

In the event of a contradiction between one and/or more provisions contained in any of these documents, the higher ranking document shall prevail.

Due to technical, operational, regulatory or commercial developments, MANITOU reserves the right to change the contractual documents available on the Developer Portal at any time, which is expressly accepted by the Customer.

## 2. DEFINITIONS

Each one of the terms defined below is understood according to the meaning of the definition which follows:

**Anomaly:** any malfunction or non-conformity of the API, reproducible by the Customer, which prevents the normal operation of all or part of the API or which causes an incorrect result, when API and API Service is used in accordance herewith and with the Documentation.

**API:** Data communication method. Acronym of Application Programming Interface.

**API Service:** Service for making Data available by MANITOU to the Customer via an API.

**Customer:** MANITOU's customer (dealers, key accounts and rental companies, ...).

**Data:** data made available by MANITOU. The data may be technical and commercial information and documents from MANITOU. It may also come from the Customer's connected machine (raw or enriched by MANITOU) or be data collected within the framework of their commercial relationship.

**Developer Portal:** Portal accessible at the following link <https://apiportal.manitou-group.com> allowing online management of certain aspects of its API Service, online access to Documentation and Service Level Agreements.

**MANITOU Group:** MANITOU BF and/or any subsidiaries substituting it.

**MANITOU API licence:** Non-exclusive granting of MANITOU API usage rights by MANITOU to the Customer.

**Query:** call/querying to the MANITOU API by the Customer's IT tool or any other service provider mandated by the Customer.

**Unique Authentication Method or Key:** refers to an alpha-numeric or other id which is used as an id token for a Query. MANITOU reserves the right to develop the Unique authentication method/key at any time.

**User:** Natural person, employed by the Customer and designated by him, having access to the Developer Portal in order to benefit from the API Service. The User may be:(1) a natural person employed or directly appointed by the Customer; (2) or a natural person indirectly authorised or indirectly appointed by the Customer, in particular in the event that the Customer mandates a third party to connect, configure, carry out any useful action and benefit from the API Service. This third party may be an IT service provider, publisher or data aggregator. All the Customer's Users therefore act under the responsibility of the Customer,

which has reminded them of the existence of the API T&Cs, and possibly of any other separate contract allowing the collection or transfer of data, and of the rights and obligations arising therefrom. In this respect, the Customer shall ensure that all Users comply with all the provisions of the API T&Cs.

### **3. DESCRIPTION OF OFFERS AND ACCESSIBLE DATA**

#### **3.1. Description of Offers**

The API Service provides data per API call. The format and frequency of the call is defined in the product to which the Customer is connected. Currently the format is JSON.

#### **3.2 Accessible data**

The data accessible is technical or commercial/marketing data from MANITOU. Some data comes from connected machines (in this case, it is imperative for the Customer to sign one or more Connected Machine Subscription Agreement(s) beforehand).

The data accessible from the Connected Machine Customer Service are, for information purposes only and are not exhaustive: Equipment models, their serial numbers, addresses, geographical positioning, hour meter, motor running indicator, activated contactor indicator, etc.

They may vary depending on the type of handling or lifting equipment.

### **4. SERVICE ACCESS PROCEDURES**

4.1 The request for access to the Service is subject to the prior creation of a customer account on the Developer Portal by MANITOU following a request from the Customer.

4.2 The Customer may mandate a third party (such as a service provider, publisher or data aggregator) to access, configure, use and carry out any useful operation on the API Service on its behalf.

In this case, the Customer confirms to MANITOU that this third party has previously been duly authorised by it to act on its behalf, and therefore assumes responsibility for the acts of the third party.

The Customer acknowledges that he cannot hold MANITOU responsible for the answers/access addressed to the third party.

4.3 The API Service is deemed to be delivered on the day on which MANITOU sends its Authentication Method or Key to the Customer (or any third party mandated by the Customer). The Service is accessible exclusively by the Authentication Method or Key.

4.4 The Customer is responsible for the password to access this account, as well as the usage made thereof.

4.5 The Customer confirms that any information provided to MANITOU relating to this account is accurate and up to date.

4.6 The Customer is responsible for the Authentication Method or Key and the use made of it. In particular, the Customer shall ensure that it cannot be "aspirat" by a user or a third party, and shall take all necessary measures to ensure its confidentiality.

The Authentication Method or Key is valid for the duration of the Agreement.

The Authentication Method or Key may be renewed at the Customer's request to MANITOU, or by decision of MANITOU, which will notify the Customer in advance.

Customers can also re-generate a Key directly from their Developer Portal user account.

The Customer undertakes to immediately send any information that MANITOU Group deems necessary for the proper performance of the Service, and in particular additional identification data.

MANITOU Group reserves the right, at its sole discretion and at any time, to reject any request to use the Service. MANITOU cannot be held liable for any damage due to the rejection of a request.

4.7 Access to the API Service is subject to the Customer's integration of the API(s) with its own information system. The costs of such integration shall be borne by the Customer. The Customer undertakes to integrate the most recent major version of the API(s) made available on the Developer Portal, for the API Service concerned. MANITOU Group reserves the right to update the API version(s) made available on the Developer Portal. The removal of a major API version from the API Portal for the API Service concerned will be notified to the Customer via the e-mail address entered by the Customer in his or her Developer Portal user account. In the event of removal of a major API version from the API Portal for the API Service concerned, the Customer undertakes, within four (4) months of such notification and at its own expense, to integrate the most recent version of the API which is made available on the Developer Portal. In no event shall MANITOU Group be liable for any loss, damage or injury arising from the total or partial unavailability of the API Service caused by failure to integrate a new API version. The Customer shall indemnify MANITOU Group against any action or claim by a third party on this basis.

## **5. SERVICE USE CONDITIONS**

### **5.1. MANITOU API Licence Usage Rights**

MANITOU Group grants the Customer a simple strictly defined, non-exclusive API usage licence in accordance with the provisions below for the term of the Agreement. The use of the MANITOU API License is more precisely defined in the related Documentation.

The user licence is limited to one user account.

If the Customer would like to increase the maximum number of calls/Queries, it may, at any time, request MANITOU Group to submit an offer access to another API. Wherever possible, this is issued by MANITOU after the Customer accepts a new agreement.

Under the Agreement, MANITOU Group grants the Customer, in relation to the sService, the rights of:

- reproduction and use, in any manner whatsoever, on any paper, magnetic, optical, videographic or digital media, for any use, including in a network;
- adaptation, integration, transcription, translation;
- for its own needs only.

These rights are granted for France and abroad.

MANITOU Group grants the Customer the right to incorporate and display its own data.

Hereunder, the Customer is not authorised to:

- sell, rent, sub-license or distribute, in any manner whatsoever, the MANITOU API Licence;

- use the MANITOU API Licence to provide data processing services, office service, time-share operating or other similar services, whatever their nature, to any other individual, company or entity that could be seen as a direct or indirect competitor to MANITOU;
- use the MANITOU API Licence to perform or attempt to perform one or more of the following operations: decompile, disassemble, translate, analyse or reverse engineer the service, except to the extent permitted by law. The Customer is responsible for compliance with this provision by third parties and Users.

It is expressly agreed that the Customer shall refrain from correcting any anomaly whatsoever by itself, considering that MANITOU has sole correction rights.

## **5.2. Customer's commitments**

The Customer shall : undertakes to, and is committed to, the respect of this provision by third parties and Users and in particular the provisions defined in (i):

- (a) Use the MANITOU API and the MANITOU API Licence in accordance with its purpose and for its own needs;
- (b) Comply with the contractual provisions, including the instructions in the Documentation, by taking all relevant contractual, technical, or organisational measures ensuring respect of the contractual provisions;
- (c) Therefore, to inform MANITOU Group immediately if the technical settings or parameters of its system may have a consequence on the proper functioning of the MANITOU API;
- (d) Act in a loyal and honest manner with regard to performance of the Agreement;
- (e) Comply, at all times, with the limited frequency of Queries and a restriction on the data fields, it being specified that the limited frequency is detailed in the Special Terms and Conditions;
- (fe) Implement major new versions of the API identified for the provision of the API Service, at its own expense, in accordance with the provisions of article 4.7;
- (g) Not to use the MANITOU API, the MANITOU API Licence or the Data for any purpose prohibited by the laws and regulations in force or contravening the rights of a third party;
- (fh) Not to use the MANITOU API, the MANITOU API Licence or the Data to operate sensitive applications that could endanger the lives or property of others;
- (ig) To expressly inform MANITOU Group beforehand in case of excess consumption of the services offered or any events whatsoever that may affect the proper functioning of the MANITOU API;
- (jh) To immediately inform MANITOU Group in case of abnormal or fraudulent use of the MANITOU API, MANITOU API Licence or Data;
- (k(i) Not to use the MANITOU API, MANITOU API Licence or Data to develop products and services that compete with the products and services offered by MANITOU Group.

The Customer is responsible for compliance by third parties and Users with the obligations listed above, and in particular with the provisions defined in (k).

In the event the Customer's non-compliance with the contractual provisions, MANITOU Group reserves the right, without prejudice to any remedies that it may claim, to suspend

access to the MANITOU API and the MANITOU API Licence for as long as the problem persists.

Finally, in the event of the transmission of data by the Customer to MANITOU, the Customer ensures beforehand that the data can be transmitted and remains responsible for its distribution.

### **5.3 -Intellectual Property**

The Developer Portal is a protected work of which MANITOU is the author. Its general structure, the texts, images (animated or not) and all the elements making up the Developer Portal are protected by copyright and industrial property. Any reproduction or representation by any process whatsoever, whether in whole or in part, of the Developer Portal or any of its elements, in whole or in part, without the express prior authorisation of MANITOU is strictly prohibited and would constitute an infringement.

Furthermore, brand names / logos and downloadable documents, images / photographs / diagrams are the property of MANITOU Group and may not therefore be reproduced without the express prior consent of MANITOU Group.

### **5.4 - Availability of the API Service**

MANITOU Group makes its best efforts to ensure maximum availability of the API Service as defined in the Documentation.

The availability of the API Service is conditional on the Customer using a version of the API available on the Developer Portal.

## **6. API MANITOU LICENCE WARRANTY**

### **6.1. Dispossession Warranty**

MANITOU Group warrants the Customer the undisturbed use of the MANITOU API Licence. For this purpose, MANITOU Group shall defend the Customer at its own expense against any legal action for infringement of copyright or other intellectual property rights filed by a third party, and pertaining to the MANITOU API Licence, subject to having been notified immediately in writing by the Customer and provided that the alleged infringement has not been committed by the Customer.

MANITOU Group shall exclusively control how to conduct the action and shall have full flexibility to make a settlement or pursue any procedure of its choice. The Customer must provide all the information, elements and assistance required to MANITOU Group in order to enable it to defend itself or reach a settlement agreement.

If all or part of the MANITOU API is recognised by a final court decision as constituting a counterfeit or if MANITOU Group feels that it is likely that the MANITOU API, in whole or in part, is considered as being counterfeit, MANITOU Group may choose either to provide the Customer with a non-counterfeit solution having the same features, or to obtain the right for the Customer to continue to use and operate the MANITOU API, or to repay the Customer the price received under the Agreement.

### **6.2. Contractual Warranty**

MANITOU Group exclusively guarantees conformity of the MANITOU API with the functional and technical characteristics provided in the Documentation accessible on the MANITOU web portal and in the Special Terms and Conditions.

For this purpose, MANITOU Group will intervene free of charge for three months from the date of delivery in an attempt to correct the Anomalies identified and justified beforehand by the Customer.

The Customer must submit a report documenting the Anomaly and in particular the conditions of its occurrence (time stamping, technical settings used for the Query, Query parameters, expected result, observed result) to MANITOU Group within a period of five working days from the date of the alleged occurrence of the Anomaly.

MANITOU Group reserves the right to use the most appropriate method to correct Anomalies: sending media, by electronic transfer, going to the Customer's premises.

The aforementioned guarantee stops automatically if the configuration and/or MANITOU API have been changed, as well as in the event of non-compliant use with the contractual provisions.

Any intervention for an Anomaly not meeting the conditions of the aforementioned guarantee will be invoiced to the Customer at the intervention rate existing on the date of intervention.

MANITOU Group does not guarantee that the MANITOU API is free of anomalies and that its functioning will be uninterrupted. Consequently, it is pointed out to the Customer that it must take all steps to establish appropriate troubleshooting plans and take all appropriate measures to minimise harmful consequences particularly related to a possible operating interruption or a possible loss of data generated by the MANITOU API due to its use.

## **7. ENTRY INTO EFFECT - TERM**

7.1. The Agreement comes into force on the day of the first access to the API Service by the Customer.

7.2 It is concluded for an initial period of 24 months.

7.3. At the end of the initial term, it will be renewed for successive periods of 1 year unless it is terminated, subject to 3 months' notice before the end of the current term, sent by either party by registered letter with acknowledgement of receipt or by email with acknowledgement of receipt sent by the Customer to [api.support@manitou-group](mailto:api.support@manitou-group) and by MANITOU to the email address that received the Authentication Method or Key.

## **8. TERMINATION CLAUSE**

In the event of non-performance by either party of any one of its essential obligations (compliance with the use of the API Service, the MANITOU API Licence, the Documentation, etc.) and eight days after a formal notice sent by email has remained unsuccessful, the other party may terminate the Agreement as of right and without formality.

The Customer undertakes to cease using the MANITOU API Service and API Licence on the effective date of termination and MANITOU Group may remove, by whatever means it deems necessary, access to the API Service by the Customer, without this constituting any prejudice whatsoever.

## **9. IT SECURITY**



The Customer guarantees that its networks, operating systems, and information system are secure according to the practices of the profession, particularly with regards to anti-virus, firewall and technical IT security protocols.

With regard to performance of the Agreement, the Customer has access to the Data and the portion of the MANITOU Information System responsible for provision of the API Service. Depending on the Offer subscribed, the Customer may transmit data to MANITOU through the MANITOU API service.

Any transfer or sending of information by the Customer to MANITOU must be done with software and/or a tool whose intellectual property rights and copyright comply with the regulations.

The Customer shall implement appropriate protective IT resources to maintain data security, integrity and confidentiality, particularly with regards to access, processing and storage, and to provide MANITOU with all information justifying it.

The Customer acknowledges that its own accounts are strictly non-transferable and shall ensure that they are not disclosed to third parties. The Customer must keep up-to-date and provide MANITOU Group with a list of Users and shall immediately notify MANITOU Group of any event (fraud, departure or arrival of new user, etc.) particularly requiring the change of User id items.

The Customer must immediately inform MANITOU as soon as it becomes aware of an incident (in particular, cyber-attack or fraud) that could affect the Data and Information System.

If the Customer is required to send the Data to a sub-contractor, or appoint a sub-contractor to operate the service, it must ensure that its sub-contractor is capable of ensuring the security of this information. Any request for delegation of operation of the service to a sub-contractor shall be subject to a prior written agreement by MANITOU Group. In any event, the Customer is solely responsible for the proper execution of the Agreement in respect of MANITOU Group.

## **10. AUDITS**

The Customer agrees that MANITOU Group, or any third party it has appointed, can carry out security audits at any time and in accordance with good practice. The audit will be conducted during business hours and days. Thus, the Customer shall grant MANITOU Group access to its system, and actively cooperate provided that MANITOU informs the Customer of its intervention 48 hours before the audit starts. In the event that the audit report declares non-compliance, MANITOU Group shall inform the Customer, which undertakes to correct/remedy the non-compliance as soon as possible. In the event of non-compliance, MANITOU Group reserves the right, without delay, to suspend the MANITOU API service, until complete resolution of the instance(s) of non-compliance observed during the audit, and to carry out a new audit, if required.

## **11. CONFIDENTIALITY**

The Parties undertake to maintain strictly confidential all information communicated by the other party. This obligation will be maintained throughout the term of the Agreement and ends three years after the end of contractual relations. At the end of the Agreement, MANITOU Group may request the Customer to hand over all documents relating thereto, whether confidential or not, without being able to keep a copy, unless otherwise agreed by MANITOU Group.



## 12. LIABILITY - INSURANCE

In no case may MANITOU be held liable vis-à-vis the Customer under the API MANITOU, API MANITOU Licence or its use, for any indirect and/or intangible loss resulting therefrom, including, but not limited to, financial and operating losses, loss or shortfall of commercial profits, or the liability of the Customer vis-à-vis third parties, or damages to the property of the Customer or a third party.

It is the Customer's responsibility to protect itself against disruptions, unavailability, partial or total loss of data, data integrity, cyber attacks and computer viruses.

The Customer and its insurers shall indemnify and hold MANITOU harmless (including principal, charges and incidental expenses) from and against any claims, actions or suits of any kind for damages based on the aforementioned grounds.

In any event, MANITOU's liability may not exceed, for all causes, the monthly price invoiced by MANITOU in the past six months, based on the Offer price.

The Customer undertakes to subscribe to a civil liability and cyber-attack risk policy from the date the Agreement enters into effect.

## 13. TRANSFER

The Agreement being concluded *intuitu personae*, the Customer is prohibited from transferring it without the prior written authorisation of MANITOU. The Customer gives its express agreement to MANITOU Group for MANITOU Group to be free to transfer this Agreement and all or part of its rights and obligations under this Agreement to a third party designated by MANITOU Group, at any time during the term of the Agreement. In accordance with the provisions of Article 1216 of the Civil Code, the transfer takes effect for the Customer on the date stated in the notice that MANITOU Group sends the Customer to inform it of the transfer, or, in the absence of a stated date, on the date of first presentation of such notification to the Customer. Unless otherwise specified in the notification, the transfer releases MANITOU Group of its obligations towards the Customer.

## 14. PERSONAL DATA (hereinafter referred to as "PD")

Under the Agreement, the Customer and MANITOU Group exchange data some of which can be classified as PD. The parties undertake to comply with the applicable regulations related to the protection of PD under regulation No. 2016/679 ("GDPR"). In respect of the GDPR, each party processes the Personal Data collected as Data Controller.

MANITOU Group processes the Customer's PD collected at the time of signing the Agreement and while creating the account for managing the customer account and monitoring the contractual relations. MANITOU Group may process the Customer's PD for the following purposes: promotions, satisfaction survey, dispute management, performance statistics, sending newsletters and marketing or technical information.

According to the Offer and its Special Terms and Conditions, the data may be processed by MANITOU Group (collection, hosting, provision to the Customer).

Subsidiaries and IT partners participating in the Agreement are the potential recipients of PD. The parties shall inform each other of any updates relating to the Personal Data of the employees concerned and inform each of their employees concerned about this Agreement.

The parties undertake to implement appropriate measures to ensure the security and confidentiality of PD.

Should PD be processed within the European Union, the parties undertake not to transfer the PD outside the EU. In case of transfer outside the EU, they shall ensure compliance with the applicable regulations.

The parties shall keep the PD collected for a period not exceeding that necessary to accomplish the purposes for which such data were collected or processed, and in any case for a maximum period of three years after the end of the Agreement.

In accordance with the principle of minimisation, the PD concerned are surnames, first names, positions, emails, telephone numbers, addresses, and where applicable, the IMEI. They must be used only by the employees concerned of each party and for the aforementioned purposes.

MANITOU Group notes that the data collected through Connected Machines manufactured by MANITOU Group are subject to the provisions of the Connected Machine Customer Service Subscription agreement.

## **15. GENERAL PROVISIONS**

**15.1** The fact that MANITOU does not exercise all or part of the rights it is entitled to under this Agreement must not be construed as a full or partial waiver of the exercise of its rights.

**15.2** The cancellation or invalidation of one of the provisions of the Agreement through a court decision or in any other manner, even if this provision is material, does not end the Agreement and the parties agree to renegotiate in good faith the provision at issue to give it full force and effect.

**15.3** The Parties accept and recognize as valid evidence that can be produced in court, any exchange by email between them.

The Parties acknowledge that documents accepted by electronic means are considered as original documents (Article 1366 of the Civil Code) and that documents signed by electronic means (electronic signature) are considered as original documents, and they recognize their probative force as defined in Articles 1367 to 1368 of the Civil Code.

Thus, documents signed by electronic means by the Parties constitute an original in the same way as a written document signed on paper. The content of such documents and the identity of the signatory cannot be contested on the basis of their electronic format.

Therefore, electronically signed documents may be produced, where appropriate, in connection with legal proceedings and/or any disputes between the Parties.

**15.4** The Agreement is governed by French law. In the event of translation, only the English version prevails. The parties undertake to seek an out-of-court settlement, particularly by mediation (by internal or external mediator) in the event of a dispute or disagreement relating to the Agreement. Any dispute not resolved amicably will be submitted to the Commercial Court of Nantes, including in case of emergency proceedings, incidental claim or the introduction of third parties and notwithstanding multiple defendants.

END of DOCUMENT