

EU DATA ACT NOTICE

Following the obligations under the Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (hereinafter: “the Data Act”), XSYS undertakes to use the Product Data only for the purposes agreed with the User as defined below:

- a. performing any of the obligations subject to the agreement with the User, the company affiliated with the User, or further activities related to such agreement (e.g. issuing invoices, generating and providing reports or analysis, impact assessments);
- b. providing support, warranty, guarantee or similar services or assessing User’s, Data Holder’s or third party’s claims (e.g. regarding malfunctions of the Product) related to the Product or Related Service;
- c. monitoring and maintaining the functionality, safety and security of the Product or Related Service and ensuring quality control;
- d. improving the functionality of any Product or Related Service offered by the Data Holder;
- e. developing new products or services, including artificial intelligence (AI) solutions, by the Data Holder, by third parties acting on behalf of the Data Holder (i.e. where the Data Holder decides which tasks and benefits therefrom will be entrusted to such parties), in collaboration with other parties or through special purpose companies (such as joint ventures);
- f. aggregating the Data with other data or creating derived data, for any lawful purpose, including selling or making otherwise available such aggregated or derived data to third parties. Such aggregated or derived data shall not contain the Data that has been transmitted to the Data Holder from the connected product, which could be used to identify the User or allow a third party to derive the User Data from the dataset.

As required under Article 3 (2) and/or (3) of the EU Data Act, XSYS Prepress NV together with the affiliated companies (hereinafter: “XSYS”) provides the Users with the following information:

1. Connected Products in scope

The following categories of XSYS equipment are to be considered as Connected Products within the meaning of the EU Data Act:

- ThermoFlexX,
- Catena-E,
- Catena-W,
- Catena-DL,
- Catena-DLS.

The Connected Products could be optionally equipped with the ProServX Software license, that allows extraction of the Product Data from the Connected Products and forwarding it to the remote server, without affecting the Connected Products' functions, behaviour, or operation. Therefore, the ProServX Software, as the analytics and maintenance services – oriented solution, cannot be considered as Related Service under the EU Data Act.

2. Product Data generated by the Connected Products

Connected Products	Category of Product Data	Continuously/ real-time data generation	Storage	Product Data Format	Estimated volume
ThermoFlex, Catena-E, Catena-W, Catena-DL, Catena-DLS	<p>Machine identity and configuration data (e.g. date and time the event occurred - for the plate reports this is the date and time when processing started, official machine name including the serial number, machine type).</p> <p>Plate's data (e.g. area, brand, height, pre-set option, thickness, type, width, preset display name, the name of the sheet or plate job).</p> <p>Specific technical plate's job data depending of the type of the machine and chosen settings (e.g. the total area in mm² of the imaged .tiff files on the plate, total waste area, the number of imaging heads used for the plate job, actual thickness of the plate, the used pre-mount thickness, requested plate relief depth, base64 encoded plate job PNG preview).</p>	<input checked="" type="checkbox"/> continuously <input type="checkbox"/> real-time	<input checked="" type="checkbox"/> on-device storage <input type="checkbox"/> remote storage	JSON (JavaScript Object Notation)	<p>XSYS Connected Products are manufactured in various types and customization options.</p> <p>The general estimated volume of the Product Data depends on the use of the Connected Products, as well as the individual Connected Products' parameters (e.g. type of equipment, version, type of use, modifications).</p>

3. Delivery and access to the Product Data

- **Access to Non-Personal Data:** As a general rule, the User cannot directly access, retrieve or delete Product Data, due to security reasons and to ensure the uninterrupted



Technical Information

operation of the Connected Products. The User can however receive a license key that activates a REST API, through which the User can obtain a copy of the relevant Product Data (data generated for every processed plate) directly from the Connected Products. Deletion Product Data is not possible.

In case of indirect access, the following e-mail addresses should be used for submission of a Product Data request:

Service-emea@xsysglobal.com
Service-na@xsysglobal.com
Service-latam@xsysglobal.com
Service-apac@xsysglobal.com
Service-basysprint@xsysglobal.com

The Data Holder is entitled to compensation for the provision of Product Data (in business-to-business relationships) and shall ensure that the compensation will be non-discriminatory, reasonable. The compensation may include a margin.

- **Access to Personal Data:** please refer to the appropriate contractual provisions and/or the XSYS Privacy Data Policy available at <https://xsysglobal.com/privacy-policy/>. The following e-mail address should be used for any communication with XSYS, regarding protection of Personal Data and exercising respective rights, including the right to obtain access to Personal Data: data.protection@xsysglobal.com
4. **Retention:** as a general rule, in case of uninterrupted use, plate reports on the Connected Products are stored locally for the full lifetime of the Connected Products.
 5. **Security:** XSYS uses industry-standard controls to secure Product Data.
 6. **Trade secrets:** XSYS is the holder of all trade secrets contained in the Product Data. Should the Product Data include trade secrets, XSYS obliges the User or the Data Recipient to conclude a non-disclosure agreement and the parties shall agree on the additional security measures. XSYS may withhold or, where appropriate, suspend the sharing of Product Data identified as trade secrets.
 7. **Contract duration:** More information about the duration of the agreement and the arrangements for terminating the agreement can be found in the individually agreed contractual provisions and/or Terms and Conditions of Sales available on the XSYS website: <https://xsysglobal.com/about-us/conditions-of-sale/>
 8. **The identity of the Data Holder:**
XSYS Prepress NV, Oostkaai 50, 8900 Ieper, Belgium
Contact information: please see point no. 3.
 9. **Right to submit a complaint with the relevant competent authority**

- 3 -



Technical Information

The User has a right to lodge a complaint, alleging an infringement of any of the provisions of EU Data Act, with the competent authority. If the User is unsure about which competent authority to address in their specific case, the User should first contact the Data Coordinator in its Member State (the European Commission will make the names and contact details publicly available online at <https://digital-strategy.ec.europa.eu/en/policies/dsa-dscs#1720699867912-1>). The Users who are Data Subjects can contact the relevant Data Protection Authority, regarding all issues concerning the processing of personal data.

The 2025-2029 federal coalition agreement stipulates that the supervisory and coordination powers provided for in the EU Data Act will be entrusted to the BIPT (Belgian Institute for Postal Services and Telecommunications, Boulevard du Roi Albert II 32 box 10, 1000 Brussels, email: info@bipt.be). In this framework, the BIPT will assume the role of Data Coordinator.

Version: 23/09/2025