

Data Act Information about connected services by Comacchio S.p.A.

In the following, we as Comacchio S.p.A. (hereinafter “Comacchio” or “we” or “us”) inform you in accordance with Art. 3 Para. 3 Data Act (Regulation (EU) 2023/2854) about the connected service data generated through the use of a Comacchio drilling rig of all Comacchio lines equipped with the Comacchio ComNect telemetry system (hereinafter “product”, “connected drilling rig” or “rig”) and when using the Comacchio ComNect portal (hereinafter “portal” or “application”).

1. Service data related to the use of the connected product

1.1. Type, estimated scope of related service data

When using a Comacchio connected drilling rig, data locally stored on the rig is also transferred to the Comacchio ComLake IT infrastructure and can be accessed via a dedicated Comacchio ComNect portal at the following link <http://connect.comacchio.com>.

The ComNect portal can also be used to generate service data related to the connected product. Service data includes the work plans for the construction sites where the rig is employed and the rental period, in case of rental. Such data is created only when the user actively makes use of specific features of the portal and can be sent to the rig to activate additional functionalities.

Comacchio receives all data as the data holder.

Further information on the type, format, and estimated scope of the connected service data can be found at the following link (www.comacchio.com/data-act).

1.2. Storage and duration of retention

The Comacchio ComNect portal is able to store connected service data in the Comacchio ComLake IT infrastructure. We generally store the connected service data for as long as it is necessary for the functionality of the connected drilling rig (e.g. transfer of work plans and definition of rental periods), for the provision of a related service (e.g. creation, update and use of work plans, rental of the rig) and, in any case, not longer than 5 years after the completion of the construction site for which the data were generated. After this retention period, data is automatically deleted from the portal.

1.3. User access, retrieval and deletion options of connected service data

Comacchio provides access to the connected service data available in our ComLake IT infrastructure via a dedicated portal at the following link <http://connect.comacchio.com>. Here, the user has the opportunity to create, upload, download and edit the work plans related to a construction site, as well as create and edit rental periods (provided that the user has the proper permissions). Besides, the user is also allowed to download the same files locally stored in the on-board memory of the rig and transferred to the Comacchio ComLake IT infrastructure. Deletion of data from the portal is not permitted.

2. Data usage

2.1. Own use

As data holder, Comacchio uses the data for the following purposes:

- Execution of contracts with the user or activities related to such contracts (e.g. preparing and providing reports or analyses for internal use only);
- the provision of support, guarantee, warranty or similar services or the evaluation of claims of the User, the Provider or third parties (e.g. regarding malfunctions of the Product) in connection with the product or the application;
- monitoring and maintaining the functionality, safety and protection of the product or application and ensuring quality control;
- improving the functioning of products or applications offered by the data holder;
- the development of new products or services, including artificial intelligence (AI) solutions, by the provider, by third parties acting on behalf of the provider (i.e. where the data holder decides which tasks are delegated to those third parties and what benefits they derive from them), in cooperation with other parties or through joint ventures;
- cooperation with third parties as external partners of Comacchio.

2.2. Use of data by third parties

The Client acknowledges that the connected product supplied by Comacchio may incorporate components or systems which constitute connected products provided by third-party suppliers. Where available, Comacchio shall attach the corresponding Data Act documentation received from such suppliers. In the event that such documentation has not been provided to Comacchio by the relevant supplier, it shall be the sole responsibility of the Client to address any requests, claims, or complaints directly to the original supplier.

Comacchio also shares product and related service data with third parties. Such sharing will only occur to support the achievement of the purposes stated above in section 2.1. In the event of a transfer, Comacchio contractually obligates the third party:

1. to use the data exclusively for the purposes stated above.
2. not to use the data to gain insight into the user's economic situation, assets, and production methods, or into the user's use of the product or related service, in a manner that could undermine the user's commercial position in the markets in which it operates. Comacchio undertakes to implement appropriate organizational and technical measures to ensure that no third party, either within or outside the Comacchio organization, engages in such data use.
3. to take appropriate measures to protect the data.
4. not to disclose this data unless the User has given general or specific consent for such disclosure, or if this is in the User's interest to perform this contract or a contract between the third party and the User.

Comacchio is entitled to use online services, such as cloud computing services (including IaaS, PaaS, SaaS), hosting services, or similar services, to process the data for the agreed purposes as per Section 2.1. Third parties may also use such services for this purpose.

2.3. Use and transfer of product and related service data by the client

The Client acknowledges that any compensation for the use of product data by Comacchio has already been duly included in the purchase price of the equipment. Accordingly, the Client shall have no right to claim or request any future compensation from Comacchio for such use. The Client may request the transfer of product data to a third party; however, such transfer shall be subject to a fee determined by Comacchio, depending on the type and volume of data to be transferred. In all cases, the transfer or sharing of product data by the Client to any third party that is a competitor of Comacchio, or that intends to engage in business or develop products similar to those of Comacchio, is strictly prohibited.

3. Data Holder

The data holder of the product and related service data is:

Comacchio S.p.A.
Via Callalta, 24/B
31039 Riese Pio X (TV) Italy

It is possible to contact us via email at the following address: digitalization@comacchio.com.

4. Data access and data access management

Comacchio product and related service data can be accessed prior to registration at the link <http://connect.comacchio.com>. Alternatively, product data can be accessed directly from the display at the rig by means of USB, ethernet and CAN-BUS ports. The predefined port for the client to access data is the USB port, while for service and debugging the ethernet and the CAN-BUS ports are preferably used.

In the event that the Client has purchased its first Comacchio connected drilling rig, Comacchio service staff shall establish within the portal a new organization for the Client and assign a designated reference user.

The reference user shall bear responsibility for all rigs associated with the organization and for administering and controlling access rights of all other users belonging to such organization. Where a user ceases to be active, the corresponding account may be disabled either by Comacchio service staff or by the designated reference user. User accounts cannot, under any circumstances, be deleted from the portal.

5. Right to complain

Clients have the right to complain to the competent authority about a breach of Chapter II of the Data Act.

6. Trade secrets

The product and associated service data described above may contain trade secrets of Comacchio. Further information about which data this applies to can be found at the following link www.comacchio.com/data-act.

7. Contract duration

The contract for the use of the connected product and its related services is entered into for an indefinite term. It becomes effective on the date of purchase or rental of the connected product and the related services and remains in force until terminated by either the data holder or the user. The provider may terminate the agreement at any time by giving one month's prior notice, effective at the end of the month. The user may terminate the agreement at any time without prior notice.

8. Glossary

Client / User

The person or company that purchases, leases, or uses a connected product or related service from the manufacturer/provider

ComLake

Comacchio IT infrastructure.

ComNect

Comacchio telemetry system mounted on Comacchio connected rigs

Data holder

Natural or legal person that has the right or obligation, in accordance with the Data Act Regulation, applicable Union law or national legislation adopted in accordance with Union law, to use and make available data, including, where contractually agreed, product data or related service data which it has retrieved or generated during the provision of a related service

IaaS

Infrastructure as a Service

PaaS

Platform as a Service

SaaS

Software as a Service

Third party

External company or entity other than the Client and Comacchio that provides components, systems, or services (such as cloud, hosting, or other data-processing services), and with whom Comacchio may share product or service data under contractual obligations to ensure proper use, protection, and non-disclosure of that data

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Capitale Sociale € 12.000.000,00 i.v.



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