Data Sharing Agreement based on the Model Contractual Terms

ANNEX: MODEL CONTRACTUAL TERMS

for contracts on data access and use between data holders and users of connected products and related services

This Annex contains specific Model Contractual Terms ("MCTs") concerning data access and use under the EU Data Act (Regulation (EU) 2023/2854, "Data Act"). These MCTs shall either form an integral part of a main contract to which they are annexed or apply as a standalone agreement if no such main contract exists.

This Annex shall apply only if and to the extent that the material and territorial scope of the Data Act is fulfilled.

Unless expressly defined otherwise in this Annex, the terms and definitions of the Data Act, particularly those set out in Article 2 Data Act, shall apply.

In case of any conflict between the provisions of these MCTs and those of the main contract, including terms and conditions, (if applicable), the provisions of these MCTs shall prevail regarding data access, sharing, and use governed by the Data Act. For all other matters, the provisions of the main contract shall apply.

1. **Parties and Product/Related Service(s)**

1.1. **Parties to the contract**

This contract ("Contract") on the access to and use of data is made

between

each ProMinent Group company that acts as data holder according to the Data Act ("Data Holder"). This is usually the ProMinent Group company that can grant access to the data and effectively controls it.

A current list of ProMinent Group companies, that will be updated from time to time, can be viewed here:

https://www.prominent.com/en/Company/Company/Locations/Locations.html

If more than one ProMinent Group company can qualify as a Data Holder, one of the ProMinent Group companies concludes an agreement with the User and acts therefore as the Data Holder; in the absence of an agreement with the User, the other parties are considered as third parties within the meaning of clause 3.2. Based on the Contract with the User and on contracts with these third parties, the Data Holder can coordinate data access and use.

and

any party that identifies itself as the user within the meaning of the Data Act and declares its assent to the terms of this Contract by taking the following steps:

- Acceptance of Contract terms: In Particular by Clicking a confirmation button or ticking a checkbox in a digital user interface (e.g., app, web portal, device display) that refers to the applicability of the terms of this Contract.

- User Account Registration: Creation of a user account via a website, app, user interface of the connected product or related service (both as defined below) and provision of the required contact information (e.g., name, email address, if applicable, address, phone number).

- Linking to the connected product/related service:

  o Automatic Linking: Automatic recognition of a product or service-specific ID (e.g., serial number, device ID) upon first use of the connected product or related service, which is linked to the user account.

  o Manual Linking: Entry of the connected product's serial number or scanning of a QR code / specific code affixed to the Product in the digital user interface, for linking the connected product or related service to the user account.

  o In-app integrated proof of access; association with a verified cloud ID.

- Confirmation of User Status

("User").

Data Holder and User are referred to in this Contract collectively as "the Parties" and individually as "the Party".

1.2. Product/Related Service(s)

This Contract is made with regard to:

(a) the connected product(s) (the "Product") that, in particular, are listed under https://www.prominent.com/data-act.

(b) the related service(s) (the "Related Service(s)") that, in particular, are listed under https://www.prominent.com/data-act.

The User declares that they are either the owner of the Product or contractually entitled to use the Product under a rent, lease or similar contract and/or to receive the Related Service(s) under a service contract.

The User commits to provide upon duly substantiated request to the Data Holder any relevant documentation to support these declarations, where necessary.

2. Data covered by the Contract

The data covered by this Contract consists of any readily available Product Data or Related Service(s) Data within the meaning of the Data Act, and includes both non-personal and personal data (the "Data").

The Data Holder lists the Data under https://www.prominent.com/data-act, with a description of the type or nature, estimated volume, collection frequency, storage location and duration of retention of the Data.

If, during this Contract, other data other than those specified in the list above must be made available to the User, the list will be amended accordingly.

3. Data use and sharing by the Data Holder

3.1. Agreed use of non-personal Data by the Data Holder

3.1.1. 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 an agreement with the User or activities related to such agreement (e.g. provision of the agreed services, issuing invoices, generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit);

(b) providing support, warranty, guarantee or similar activities or to assess 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 functioning, safety and security of the Product or Related Service and ensuring quality control;

(d) improving the functioning of any product or related service offered by the Data Holder;

(e) developing new products or services including solutions in the field of artificial intelligence (AI) 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 product to be identified or allow a third party to derive those data from the dataset;

(g) legal obligations;

(h) performance of internal business operations, including compliance, audit, or risk management;

(i) training and testing of algorithms or models, including for AI applications;

(j) regulatory reporting and cooperation with authorities;

(k) business continuity and disaster recovery;

(l) transaction-related activities, such as due diligence or restructuring.

3.1.2. Intentionally omitted.

3.2. Sharing of non-personal data with third parties and use of processing services

3.2.1. The Data Holder may share with third parties the Data and 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 3.1.1;

ii) achieving, in collaboration with the Data Holder or through special purpose companies, the purposes permitted under clause 3.1.1;

iii) if the third party is a ProMinent Group company: Achieving the purposes permitted under clause 3.1.1 for the respective ProMinent Group company's own needs, independently from the Data Holder for free;

and

(b) the Data Holder contractually binds the third party:

i) not to use the Data for any purposes or in any way going beyond the use that is permissible in accordance with previous clause 3.2.1(a);

ii) to comply with clause 3.1.2;

iii) to apply the protection measures required under clause 3.4.1; and

iv) not to share these Data further to third parties outside the ProMinent group or its respective service providers unless the User grants general or specific agreement for such further transfer.

3.2.2. Notwithstanding clause 3.2.1, the Data Holder may use processing services, e.g. cloud computing services (including infrastructure as a service, platform as a service and software as a service), hosting services, or similar services to achieve, for their own account and under their own responsibility, the agreed purposes under clause 3.1.1. The third parties may also use such services to achieve, for their own account and under their own responsibility, the agreed purposes under clause 3.2.1 (a).

3.3. Intentionally omitted.

3.4. Protection measures taken by the Data Holder

3.4.1. The Data Holder undertakes to apply the protection measures to prevent Data loss and unauthorised access to the Data that are reasonable in the circumstances, considering the

state of science and technology, potential harm suffered by the User and the costs associated with the protective measures.

4. (if applicable) Data access by the User upon request

4.1. Obligation to make data available

4.1.1. The Data, together with the relevant metadata necessary to interpret and use those Data must be made accessible to the User by the Data Holder, at the request of the User or a party acting on their behalf. The request can be made using the form specified in **Appendix 1**, sent to Data Holder.

If the request is made by a party acting on behalf of the User, evidence of their mandate is attached to the request.

4.1.2. Intentionally omitted.

4.2. Data characteristics and access arrangements

4.2.1. The Data Holder must make the Data available to the User, in general free of charge for the User, with at least the same quality as it becomes available to the Data Holder, and in any case in a comprehensive, structured, commonly used and machine-readable format.

If applicable, the User shall bear any reasonable installation and removal costs, as well as reasonable shipping costs from the location of the product to the Data Holders, which are necessary to ensure their access to the Data, unless they fall under the obligation to provide access pursuant to Article 4(1) of the Data Act free of charge.

The Data Holder and User may use the services of a third party (including a third-party providing Data Intermediation Services as defined by Article 2 of Regulation (EU) 2022/868) to allow the exercise of the User's rights under clause 4.1 of this Contract. Such third party will not be considered a Data Recipient under the Data Act and such services may be offered by a provider considered as a gatekeeper under article 3 of Regulation (EU) 2022/1925, unless they process the Data for its own business purposes.

4.2.2. The User must receive access to the requested Data:

   (a)   easily and securely

(b)   without undue delay.

4.2.3. Intentionally Omitted

4.2.4. The Data Holder must provide to the User, at no additional cost, the information necessary for accessing the Data in accordance with article 4 of the Data Act.

This includes, in particular, the provision of information readily available to the Data Holder regarding any rights which third parties might have with regard to the Data, such as rights of data subjects arising under Regulation (EU) 2016/679 (GDPR), or facts that may give rise to such rights.

4.2.5. The Data Holder undertakes not to keep any information on the User's access to the requested data beyond what is necessary for:

(a)   the sound execution of (i) the User's access request and (ii) this Contract;

(b)   the security and maintenance of the data infrastructure; and

(c)   compliance with legal obligations on the Data Holder to keep such information.

4.3.   Feedback loops

If the User identifies an incident related to clause 2 on the Data covered by the Contract, to the requirements of clauses 4.2.1 or 4.2.2 on the Data characteristics and access arrangements and if the User notifies the Data Holder with a detailed description of the incident, the Data Holder and the User must cooperate in good faith to identify the reason of the incident.

If the incident was caused by a failure of the Data Holder to comply with their obligations, they must remedy the breach within a reasonable period of time.

4.4.   Unilateral changes by the Data Holder

The Data Holder may unilaterally change the specifications of the Data characteristics, if this is objectively justified by the normal conduct of business of the Data Holder, for example by a technical modification due to an immediate security vulnerability in the line of the products or related services or a change in the Data Holder's infrastructure. Any change must meet the requirements of clause 4.2.2.

5. **(if the Data made available by the Data Holder upon request of the User must be protected as trade secrets) Protection of trade secrets**

5.1. **Applicability of trade secret arrangements**

5.1.1. The protective measures agreed on in clauses 5.2 and 5.3 of this Contract, as well as the related rights agreed in clauses 5.4, apply exclusively to Data or metadata included in the Data to be made available by the Data Holder to the User, which are protected as trade secrets (as defined in the Trade Secrets Directive (EU) 2016/943), held by the Data Holder or another Trade Secret Holder (as defined in said Directive).

5.1.2. Data Holder informs User on User's request about the Data protected as trade secrets and the identity of the Trade Secret Holder(s).

5.1.3. If, during this Contract, new data are made available to the User that is protected as trade secrets as set forth in clause 5.1.1, the Data Holder will inform User accordingly.

Until Data Holder and User have agreed that new data are protected as trade secret, the Data Holder may temporarily suspend the sharing of the new data protected as trade secrets. The obligations set out in clauses 5.2 and 5.3 remain in effect after any termination of the Contract, unless otherwise agreed by the parties.

5.2. **Protective measures taken by the User**

5.2.1. The User must apply the protective measures set out in **Appendix 3** (hereinafter: "User's Protection Measures").

5.2.2. If the User is permitted to make Data protected as trade secrets available to a third party, the User must inform the Data Holder without undue delay of the fact that Data protected as trade secrets have been or will be made available to a third party, specify the Data in question, and give the Data Holder the identity, place of establishment and contact details of the third party.

5.2.3. In order to verify if and to what extent the User has implemented and is maintaining the User's Protection Measures, the User agrees to either (i) annually obtain, at User's expense, a security conformity assessment audit report from an independent third party chosen by the User, or (ii) to annually allow, at Data Holder's expense, a security conformity assessment audit from an independent third party chosen by the Data Holder, subject to such

independent third party having signed a confidentiality agreement as provided by the User. Such security audit report must demonstrate User's compliance with clauses 5 and **Appendix 3** as applicable at that time. The results of the audit reports will be submitted to both Parties without undue delay.

The User may choose between (i) and (ii). If a Party deems the security audit report obtained at the other party's expense is not correct, they retain the right to obtain security audit report from another independent third party at their own expense. If this right is exercised, both independent third-party auditors, together with Parties, will discuss any difference between those two reports and aim to resolve any pending matters while observing good faith.

5.3.   Protective measures taken by the Trade Secret Holder

5.3.1. The Data Holder may apply the measures agreed in **Appendix 3** to preserve the confidentiality of the Data protected as trade secrets (hereinafter: "Data Holder's Protection Measures").

5.3.2. The Data Holder may also add unilaterally appropriate technical and organisational protection measures, if they do not negatively affect the access and use of the Data by the User under this Contract.

5.3.3. The User undertakes not to alter or remove the Data Holder's protection measures nor the measures taken in accordance with clause 5.3.2, unless otherwise agreed by the Parties.

5.4.   Obligation to share and right to refuse, withhold or terminate

5.4.1. Where the Identified User's Protection Measures and the Data Holder's Protection Measures do not materially suffice to adequately protect a particular Data protected as trade secret, the Data Holder may, by giving notice to the User with a detailed description of the inadequacy of the measures:

(a)   unilaterally increase the protection measures regarding the specific Identified Trade Secret in question, provided this increase is compatible with their obligations under this Contract and does not negatively affect the User; or

(b)   request that additional protection measures be agreed. If there is no agreement on necessary additional measures after a reasonable period of time and if the need of such measures is duly substantiated, e.g. in a security audit report, Data Holder may suspend

sharing of the specific Data in question. In such case, the Data Holder must give notice to the User. The notice must be duly substantiated, indicate which measures have not been agreed, and be given in writing without undue delay. The Data Holder must continue to share any Data protected as trade secrets other than these specific Data.

5.4.2. If, in exceptional circumstances, the Data Holder is highly likely to suffer serious economic damage from disclosure of a particular Data protected as trade secret to the User despite the User's Protection Measures and the Data Holder's Protection Measures having been implemented, the Data Holder may refuse or suspend sharing the specific Data in question.

5.4.3. If the User fails to implement and maintain their User's Protection Measures and if this failure is duly substantiated by the Data Holder, e.g. in a security audit report, the Data Holder is entitled to withhold or suspend the sharing of the specific Identified Trade Secrets, until the User has resolved the incident.

In this case, the Data Holder must, without undue delay, give duly substantiated notice in writing to the User and to the competent authority designated pursuant to Article 37 of the Data Act.

5.4.4. Clause 5.4.1 does not entitle the Data Holder to terminate this Contract.

Clauses 5.4.2 or 5.4.3 entitle the Data Holder to terminate his Contract only with regard to the specific Identified Trade Secrets, and if

(i) all the conditions of clause 5.4.2 or clause 5.4.3 have been met

(ii) no resolution has been found by Parties after a reasonable period of time, despite an attempt to find an amicable solution, including after intervention by the competent authority designated under Article 37 of the Data Act; and

(iii) the User has not been awarded by a competent court with court decision obliging the Data Holder to make the Data available and there is no pending court proceedings for such a decision.

5.5. End of production and destruction of infringing goods

Without prejudice to other remedies available to the Data Holder in accordance with this Contract or applicable law, if the User alters or removes technical protection measures

applied by the Data Holder or does not maintain the technical and organisational measures taken by them in agreement with the Data Holder in accordance with clauses 5.2 and 5.3, the Data Holder may request the User:

(a) to erase the data made available by the Data Holder or any copies thereof; and/or

(b) end the production, offering or placing on the market or use of goods, derivative data or services produced on the basis of knowledge obtained through the Identified Trade Secrets, or the importation, export or storage of infringing goods for those purposes, and destroy any infringing goods, where there is a serious risk that the unlawful use of those data will cause significant harm to the Data Holder or the Trade Secret Holder or where such a measure would not be disproportionate in light of the interests of the Data Holder or the Trade Secret Holder; and/or

(c) compensate a party suffering from the misuse or disclosure of such unlawfully accessed or used data.

5.6. Retention of Data protected as Identified Trade Secrets

5.6.1. Where the Data Holder exercises the right to refuse, withhold or suspend the data sharing to the User in accordance with clauses 5.4.1, 5.4.2 and 5.4.3, it will need to ensure that the particular Data that is the subject matter of the exercising of such right is retained, so that said Data will be made available to the User:

(a) once the appropriate protections are agreed and implemented, or

(b) a binding decision by a competent authority or court is issued requiring the Data Holder to provide the Data to the User.

Above retention obligation ends where a competent authority or court in a binding decision allows the deletion of such retained data or where the Contract terminates.

5.6.2. The Data Holder will bear the necessary costs for retaining the data under clause 5.6.1. However, the User will cover such costs to the extent the withholding or suspension of Data sharing occurs in accordance with 5.4.3.

6. **(if the Data is made available by the Data Holder upon request of the User) Data use by the User**

6.1. **Permissible use and sharing of data**

6.1.1. The User may use the Data made available by the Data Holder upon their request for any lawful purpose and/or, to the extent that the Data is transferred to or can be retrieved by the User, share the Data freely subject to the limitations in 6.2.

6.2. **Unauthorised use and sharing of data and restrictions for security reasons**

6.2.1. The User undertakes not to engage in the following:

(a) use the Data to develop a connected product that competes with the Product, nor share the Data with a third party for that purpose;

(b) use such Data to derive insights about the economic situation, assets and production methods of the manufacturer or, where applicable, the Data Holder;

(c) use coercive means or abuse gaps in the Data Holder's technical infrastructure which is designed to protect the Data in order to obtain access to Data;

(d) share the Data with a third-party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925.

7. **Data sharing upon the User's request with a Data Recipient**

7.1. **Making Data available to a Data Recipient**

7.1.1. The Data, together with the relevant metadata necessary to interpret and use those Data, must be made available to a Data Recipient by the Data Holder, free of charge for the User, upon request presented by the User or a party acting on its behalf. The request can be made using the form specified in **Appendix 2**, sent to Data Holder. For the purpose of verifying that the request is made by the User, the Data Holder shall not require to provide any information beyond what is necessary.

7.1.2. Intentionally omitted.

7.1.3. Intentionally omitted.

7.1.4. Intentionally Omitted

7.1.5. Where the User submits such a request, the Data Holder will agree with the Data Recipient the arrangements for making the Data available in accordance with Chapter III and Chapter IV of the Data Act.

7.1.6. The User acknowledges that a request under clause 7.1.1 cannot benefit a third party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925 and cannot be made in the context of the testing of new connected products, substances or processes that are not yet placed on the market.

7.1.7. The User acknowledges that the third party shall only process the Data made available to them pursuant to clause 7.1.1 for the purposes and under the conditions agreed with the User. The Data Holder may not be held liable towards the User for the absence of such an agreement between the User and the third party, unless the Data Holder knew or should have known about this absence.

8. **Intentionally omitted.**

9. **Intentionally omitted.**

10. **Transfer of use and multiple users**

10.1. **Transfer of use**

Where the User contractually transfers (i) ownership of the Product, or (ii) their temporary rights to use the Product, and/or (ii) their rights to receive Related Services to a subsequent person ("Subsequent User") and loses the status of a user after the transfer, the Parties undertake to comply with the requirements set out in this clause.

The User undertakes to agree these Model Contract Terms with the Subsequent User on behalf of the Data Holder so that they apply directly between the Data Holder and the Subsequent User. The Data Holder hereby grants the initial User the appropriate power of attorney to enter into these Model Contract Terms on behalf of Data Holder. This power-of-attorney is limited to agreeing the Model Contract Terms without any changes to their content.

The initial User must notify the Data Holder of the transfer and provide the necessary contact details of the Subsequent User as well as proof that the Subsequent User has accepted these Model Contract Terms with the Data Holder.

The rights of the Data Holder to use Product Data or Related Services Data generated prior to the transfer will not be affected by a transfer i.e. the rights and obligations relating to the Data transferred under the Contract before the transfer will continue after the transfer.

10.2. Multiple users

Where the initial User grants a right to use of the Product and/or Related Service(s) to another party ("Additional User") while retaining their quality as a user, the Parties undertake to comply with the requirements set out in this clause.

10.2.1. The Additional User's agreement to the use and sharing of Data by the Data Holder

In the contract between the initial User and the Additional User, the initial User includes, on behalf of the Data Holder, clauses substantially reflecting the content of this Contract between the initial User and the Data Holder and in particular clause 3 on the use and sharing of the Product and/or Related Service Data by the Data Holder, for the duration of the temporary use of the Product and/or Related Service.

The Data Holder shall not be required to enable data access to an Additional User until sufficient information has been received to verify their legitimate usage rights under the Data Act.

10.2.2. Data Access by the Additional User

The initial User acts as a first contact point for the Additional User, if the Additional User makes a data access request under Articles 4 or 5 of the Data Act. The Data Holder must collaborate with the Initial User to address the request.

10.3. Liability of the Initial User

To the extent that the initial User's failure to comply with their obligations under clauses 1010.1 and 1010.2 leads to the use and sharing of Product or Related Services Data by the Data Holder in the absence of a contract with the Subsequent or Additional User, the initial User will indemnify the Data Holder in respect of any claims for damages by the Subsequent

or Additional User towards the Data Holder for their use of the Data after the transfer or temporary use of the Product and/or Related Service(s).

11. Date of application, duration of the Contract and termination

11.1. Date of application and duration

11.1.1. This Contract takes immediate effect.

11.1.2. The Contract is concluded for an indeterminate period, subject to any grounds for expiry or termination under this Contract.

11.2. Termination

Irrespective of the contract period agreed under clause 1111.1, this Contract terminates:

(a) upon the destruction of the Product or permanent discontinuation of the Related Service, or when the Product or Related Service loses its capacity to generate the Data in an irreversible manner; or

(b) upon the User losing ownership of the Product or when the User's rights with regard to the Product under a rental, lease or similar agreement or the user's rights with regard to the related service come to an end; or

(c) when both Parties so agree.

Points (b) and (c) shall be without prejudice to the contract remaining in force between the Data Holder and any Subsequent or Additional User.

11.3. Effects of expiry and termination

11.3.1. Expiry of the contract period or termination of this Contract releases both Parties from their obligation to effect and to receive future performance but does not affect the rights and liabilities that have accrued up to the time of termination.

Expiry or termination does not affect any provision in this Contract which is to operate even after the Contract has come to an end, in particular clause 1313.1 on confidentiality, clause 13.44 on applicable law and clause 13.6 on dispute settlement.

11.3.2. The termination or expiry of the Contract will have the following effects:

(a) the Data Holder shall cease to retrieve the Data generated or recorded as of the date of termination or expiry;

(b) the Data Holder remains entitled to use and share the Data generated or recorded before the date of termination or expiry as specified in this Contract.

12. **Intentionally omitted**

13. **General Provision**

13.1. **Confidentiality**

13.1.1. The following information will be considered as confidential:

(a) information referring to the trade secrets, financial situation or any other aspect of the operations of a party, unless that Party has made this information public;

(b) information referring to the User and any third party, unless they have already made this information public.

13.1.2. Both Parties agree to take all reasonable measures to store securely confidential information and not to make such information available to any third party, unless

(a) one of the Parties is under a legal obligation to or make available the relevant information,

(b) it is necessary for one of the Parties to make the relevant information available in order to fulfil their obligations under this Contract, or

(c) one of the Parties has obtained the prior consent of the other Party or the party providing the confidential information or affected by its disclosure.

13.1.3. These confidentiality obligations remain applicable after the termination of the Contract for a period of 5 years.

13.1.4. These confidentiality obligations do not remove any more stringent obligations under (i) the Regulation (EU) 2016/679 (GDPR), (ii) the provisions implementing Directive 2002/58/EC or Directive (EU) 2016/943, or (iii) any other EU or Member State law (iv) (if applicable) clause 6 of this Contract.

13.2. Intentionally omitted.

13.3. Entire contract, modifications and severability

13.3.1. This Contract (together with its appendixes and any other documents referred to in this Contract) constitutes the entire contract between the Parties with respect to the subject matter of this Contract and supersedes all prior contracts or agreements and understandings of the Parties, oral and written, with respect to the subject matter of this Contract.

13.3.2. Any modification of this Contract shall be valid only if the changed clause is explicitly mentioned and such change is agreed to in written form. This also applies to changes of this clause 13.3.2.

13.3.3. Only an authorized person of Data Holder is authorized to agree on changes to this Contract according to clause 13.3.2 on behalf of data Holder.

13.3.4. If any provision of this Contract is found to be void, invalid, voidable or unenforceable for whatever reason, and if this provision is severable from the remaining terms of the Contract, these remaining provisions will continue to be valid and enforceable. Any resulting gaps or ambiguities in this Contract shall be dealt with according to clause 13.5.

13.4. Applicable law

This Contract is governed by the law of the Member State in which the respective Data Holder has its registered seat.

If the Data Holder does not have a registered seat in a Member State of the European Union, this Contract shall be governed by the laws of Germany, without regard to its conflict of laws rules.

This choice of law clause shall not affect the applicability of mandatory provisions of EU or national law, such as Regulation (EU) 2023/2854 (Data Act), insofar as they are applicable.

13.5. Interpretation

13.5.1. This Contract is concluded by the Parties against the background of the Parties' rights and obligations under the Data Act. Any provision in this Contract must be interpreted so as to comply with the Data Act and other EU law or national legislation adopted in accordance with

EU law as well as any applicable national law that is compatible with EU law and cannot be derogated from by agreement.

13.5.2. If any gap or ambiguity in this Contract cannot be resolved in the way referred to by clause 13.5.1, this Contract must be interpreted in the light of the rules of interpretation provided for by the applicable law (see clause 13.4).

13.6. Dispute settlement

13.6.1. The Parties agree to use their best efforts to resolve disputes amicably and, before bringing a case before a court or tribunal.

13.6.2. Nothing shall affect the right of the User to lodge a complaint with the national competent authority designated in accordance with Article 37 of the Data Act, or the right of any Party to seek an effective remedy before a court or tribunal in a Member State.

13.6.3. If the User is a business: For any dispute that cannot be settled in accordance with clause 13.6.1, the courts of the Member State in which the respective Data Holder has its registered seat will, to the extent legally possible, have exclusive jurisdiction to hear the case. If the Data Holder does not have a registered seat in a Member State of the European Union, the courts of Heidelberg, Germany, will, to the extent legally possible, have exclusive jurisdiction to hear the case. Mandatory places of jurisdiction remain unaffected by this.

Appendix 1: Form for an access request by the User

Identification of the User	Name: *Specify* Contract n°: *Specify*
Identification of the person making the request on behalf of the User (if applicable)	Name: *Specify* Relationship with the User: *Specify* Please attach evidence
Products and/or Services concerned by the request	Product/Service 1: *Specify (e.g. serial number)* Product/Service 2: *Specify (e.g. serial number)*
Data points concerned by the request	☐ All data which is readily available to the Data Holder ☐ Other: Specify the data points covered by the request
Nature of the requested Data	☐ Including personal Data *If the User is not the data subject, specify valid legal basis for processing under Article 6 of Regulation (EU) 2016/679 and, where relevant, how the conditions of Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC are fulfilled*

	☐ Only non-personal Data
Date of Data concerned by the request	☐ Past data: *Specify the period* ☐ Future data: *Specify the period*
Timing of access to the Data (depending on what is specified in the "Details of the data covered by this Contract and of access arrangements")	☐ Continuously ☐ Realtime ☐ Other: please specify
Modalities for access to the Data (depending on what is specified in the "Details of the data covered by this Contract and of access arrangements")	☐ Transfer of the Data ☐ Access to the Data where it is stored
Destination for the transfer:	*Specify depending on the answer to the previous point*
Date of the request	*Specify*

Appendix 2: Form for an access request by the User to make data available to a third party

Identification of the User	Name: *Specify* Contract n°: *Specify*
Identification of the person making the request on behalf of the User (if applicable)	Name: Specify Relationship with the User: *Specify*
Products and/or Services concerned by the request	Product/Service 1: *Specify* Product/Service 2: *Specify*
Data concerned by the request **Please note:** does not apply in the context of the testing of new connected products, substances or processes that are not yet placed on the market	☐ Option 1: All data which is readily available to the Data Holder ☐ Option 2: *Specify, in accordance with the "Details of the data covered by this Contract and of access arrangements"of the contract between the User and the Data Recipient specifying the Data to be shared with the Data Recipient* ☐ Option 3: As specified by the Data Recipient in appendix 2 of the contract between the Data Holder and the Data Recipient
If the data includes personal data	*Specify valid legal basis for processing under Article 6 of Regulation (EU) 2016/679 and, where relevant, how the conditions of Article*

	9 of that Regulation and of Article 5(3) of Directive 2002/58/EC are fulfilled
Identification of the third party **Please note:** cannot be a gatekeeper under Article 3 of Regulation (EU) 2022/1925	Name: *Specify* Contact details: *Specify*

Appendix 3: User's Protection Measures

User agrees to comply with the following User's Protection Measures:

The User is obliged to treat Data or metadata included in the Data to be made available by the Data Holder to the User, which are protected as trade secrets (as defined in the Trade Secrets Directive (EU) 2016/943), held by the Data Holder or another Trade Secret Holder strictly confidential (as defined in said Directive) ("Confidential Information").

The User undertakes (i) not to disclose the Confidential Information to third parties without prior written consent of Data Holder, (ii) to disclose the Confidential Information only to employees and consultants involved in the performance of the respective Contract and bound to confidentiality on a need-to-know basis, (iii) to use the Confidential Information only for the purpose of this Contract (iv) and to take <u>reasonable and state-of-the-art technical and organizational measures</u> to protect the Confidential Information (including, but not limited to measures like state-of-the art encryption, firewalls, split storage, etc.).

The obligation of confidentiality shall not apply to the extent that (i) the Confidential Information is publicly known at the time of disclosure for any reason other than breach of this Contract; (ii) or the Confidential Information is available to the User through a source other than the Data Holder, provided that the User has no reason to believe that such source is itself prevented from disclosing the Confidential Information by any legal or contractual obligation; (iii) or the User is required to disclose Confidential Information by order or decree of a competent court, competent authority or mandatory stock exchange regulation. In this case, the User shall inform the Data Holder of the required disclosure in writing immediately upon receipt of the order or injunction and shall assist the Data Holder in protecting the Confidential Information to the extent possible or having it protected by court order.

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