

Data License Agreement

1. General Applicability

If 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 ("**Data Act**") is applicable, Evatec Europe GmbH, hereinafter referred to as "**the Data Holder**" and its contracting partner, hereinafter referred to as "**the Customer**" enter into the following data license agreement ("**Data License Agreement**").

2. Products

This Data License Agreement is made with regard to the connected product ("**Product**") rented, sold or leased to Customer under the respective main agreement. The Customer declares to be either the owner of the Product or contractually entitled to use the Product under a rent, lease or similar contract. The Customer commits to provide upon duly substantiated request to the Data Holder any relevant documentation to support these declarations, where necessary.

3. Data Covered by this Data License Agreement

The data covered by the Data License Agreement (the "**Data**") consist of readily available Product Data within the meaning of the Data Act. A description of data characteristics and access arrangements can be found <https://evatecnet.com/home/customer-documents/>. If, during this Data License Agreement, new data are made available to the Customer, the list of Data will be amended accordingly.

The Data Holder may, in good faith, unilaterally change the specifications of the products or the access arrangements agreed, if this is objectively justified by the general 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 a change in the Data Holder's infrastructure. In that case, Data Holder shall give notice of the change to the Customer within a reasonable time.

4. Data Use by the Data Holder

The Customer hereby grants to the Data Holder a perpetual, irrevocable, non-exclusive, transferable, sublicensable fully paid-up right to use the Data that are non-personal data for the following purposes:

- (a) performing any agreement with the Customer 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 Customer's, Data Holder's or third party's claims (e.g. regarding malfunctions of the Product);
- (c) monitoring and maintaining the functioning, safety and security of new or existing products and ensuring quality control;

- (d) improving the functioning of any new or existing products ;
- (e) developing new products or services, including artificial intelligence (AI) solutions;
- (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.

This license is unlimited in substance, time and location.

The Data Holder undertakes not to use the Data to derive insights about the economic situation, assets and production methods of the Customer, or about the use of the Product by the Customer in any other manner that could undermine the commercial position of the Customer on the markets in which the Customer is active.

5. Sharing of Data with Third Parties and use of Processing Services

The Data Holder is entitled to pass on and grant access to the Data to subcontractors and third parties, including in particular Evatec AG, Switzerland. Such subcontractors and third parties may use the Data to the same extent as the Data Holder is entitled to use the Data under this Data License Agreement, including for their own purposes.

6. Unauthorised Use

The Customer 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 with that intent;
- (b) use such Data to derive insights about the economic situation, assets and production methods of the Data Holder;
- (c) use coercive means to obtain access to Data or, for that purpose, abuse gaps in the Data Holder's technical infrastructure which is designed to protect the Data;
- (d) share the Data with a third-party considered as a gatekeeper under article 3 of Regulation (EU) 2022/1925;
- (e) use the Data they receive for any purposes that infringe EU law or applicable national law
- (f) transfer the Data to third parties outside the European Economic Area.

7. Sharing of Data by the Customer

If and to the extent that applicable law provides for this, Customer may request that the Data be transferred to a third party. This does not apply to the transfer of data to a company that has been designated as a gatekeeper in accordance with Article 3 of Regulation (EU) 2022/1925. In the event of lawful transfer to a third party, a data license agreement must be concluded with the third party. Such agreement must include in particular the limitations of use specified in this Data License Agreement. Customer may contact the Data Holder under orderprocessing.europe@evatecnet.com to assert their rights.

8. Transfer of Use

Where the Customer contractually transfers (i) ownership of the Product, or (ii) its temporary rights to use the Product to a subsequent natural or legal person ('Subsequent

User') and loses the status of a user under the Data Act after the transfer to a subsequent user, the parties undertake to comply with the requirements set out in this clause.

The Customer must:

- (a) ensure that the Subsequent User cannot use the initial User's account,
- (b) notify the Data Holder of the transfer;
- (c) use its best efforts to assign to the Subsequent User, as of the transfer date, its rights and obligations as a user under this Data License Agreement and the Data Holder agrees hereby in advance to such assignment.

The rights of the Data Holder to use Product 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 Data License Agreement before the transfer will continue after the transfer.

If the Customer's failure to comply with its obligations leads to the use and sharing of Product Data by the Data Holder in the absence of a contract with the Subsequent User, the User will indemnify the Data Holder and hold them harmless in respect of any claims by the Subsequent User towards the Data Holder for the use of the Data after the transfer.

9. Confidentiality

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.

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.

These confidentiality obligations remain applicable after the termination of this Agreement. 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 or (iv) any other national law.

10. Term and Termination

This Data License Agreement enters into force on 12 September 2025, or, if applicable, a later date on which the main agreement with the Customer is concluded. It is concluded for an unspecified time. Either party may terminate this Data License Agreement for convenience at any time with a 30 days prior notice. The Customer is aware that termination of this Agreement may affect the scope of services provided by the Data Holder and that certain services or functions may no longer be available. In the event of termination of this Data License Agreement the Data Holder shall immediately cease to retrieve the Data generated or recorded as of the date of termination or expiry. However, termination of this Agreement has no effect on the rights granted under this Agreement to the data



collected up to that point. Likewise, the further restrictions on use and obligations of the parties, in particular regarding confidentiality, remain unaffected.

11. Miscellaneous

11.1 Integration and Order of Precedence

This Data License Agreement forms an integral part of the underlying main agreement entered into between the Data Holder and Customer. In the event of any contradictions between the provisions of this Data License Agreement and any other agreement entered into between the Customer and the Data Holder, the provisions of this Data License Agreement shall prevail.

11.2 Applicable Law and Jurisdiction

The applicable law and jurisdiction shall be determined in accordance with the provisions of the underlying main agreement between the parties.