

## APPENDIX A – ACCESS TO AND USE OF DATA

### 1. Scope of application

- 1.1 The terms and conditions set forth in this Appendix A (the “**Data Terms**”) apply to the Customer’s use of the Machine and Service (as defined below), provided the Customer is located within the European Union. The Data Terms supplement the agreement entered into between Väderstad AB (“**Väderstad**”) and the customer (then “**Customer**”) regarding the Machine and/or the Service (the “**Agreement**”). The Data Terms are established to ensure compliance with Regulation (EU) 2023/2854 of the European Parliament and of the Council on harmonised rules on fair access to and use of data (the “**Data Act**”). In case of conflict with other contractual provisions, these Data Terms prevail to ensure compliance with applicable data sharing obligations.
- 1.2 The “**Machine**” means the agricultural equipment manufactured by Väderstad and equipped with connectivity hardware enabling connection to the Service and the “**Service**” means Väderstad’s cloud-based service E-Connect. Other terms and expressions used in these Data Terms have the same meaning as in the Data Act. Undefined terms have the meaning given in the main Agreement.
- 1.3 These Data Terms apply between Väderstad (the data holder) and the Customer (the user).

### 2. Products and related services

- 2.1 The Data Terms is made with regard to the Machine (a “connected product”) and/or the Service (a “related service”).
- 2.2 The Customer declares that they are (i) the owner of the Machine or contractually entitled to use the Machine, and/or (ii) use the Service under the Agreement.

### 3. Data covered by the Contract

- 3.1 The data covered by the Data Terms (the “**Data**”) consist of any readily available product data or related service(s) data as

defined in the Data Act. Väderstad has provided the Customer with a description of the type or nature, format, estimated volume, frequency of collection, storage arrangements and duration of storage of the Data, as well as how the Customer can access, retrieve or, where applicable, delete or share the Data and terminate the sharing, via the following URL: <https://e-connect.vaderstad.com>.

### 4. Data use and sharing by Väderstad

- 4.1 Väderstad undertakes to use the Data that are non-personal data only for the purposes agreed with the Customer as follows:
  - (a) performing the Agreement or any other 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, Väderstad’s or third party’s claims (e.g. regarding malfunctions of the Machine) related to the Machine or the Service;
  - (c) monitoring and maintaining the functioning, safety and security of the Machine or the Service and ensuring quality control;
  - (d) improving the functioning of any product or related service offered by Väderstad;
  - (e) developing new products or services, including artificial intelligence (AI) solutions, by Väderstad, by third parties acting on behalf of Väderstad (i.e. where Väderstad 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 Väderstad from the Machine to be identified or allow a third party to derive those data from the dataset.
- 4.2 Väderstad undertakes not to use the Data to derive insights about the economic situation, assets and production methods of the Customer, or about the Customer's use of the Machine or the Service in any other manner that could undermine the commercial position of the Customer on the markets in which the Customer is active. None of the Data uses agreed to under clause 4.1 may be interpreted as including such Data use, and Väderstad undertakes to ensure, by appropriate organisational and technical means, that no third party, within or outside Väderstad's organisation, engages in such Data use.
- 4.3 Väderstad may share Data which is non-personal data with third parties, provided that:
- (a) the Data is used by the third party exclusively for the following purposes: (i) assisting Väderstad in achieving the purposes permitted under Section 4.1; or (ii) achieving, in collaboration with Väderstad or through special purpose companies, the purposes permitted under Section 4.1; and
- (b) Väderstad contractually binds the third party (i) not to use the Data for any purposes or in any manner beyond those specified in subsection (a) above, (ii) to comply with Section 4.2 and (iii) to apply the protective measures required under Section 5.
- 4.4 Väderstad may always 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 the agreed purposes under Section 5.1. The third parties may also use such services to achieve the agreed purposes under Section 4.3(a).
- 4.5 Väderstad may use, share with third parties or otherwise process any Data that is personal data, under a legal basis provided for and under the conditions permitted under Regulation (EU) 2016/679 (GDPR) and, where relevant, Directive 2002/58/EC (Directive on privacy and electronic communications).
- 4.6 Any company that from time to time belongs to the same company group as Väderstad AB under Swedish company law, including foreign entities (an "**Affiliated Company**"), shall not be considered a third party. Väderstad may share Data with such Affiliated Company, and the Affiliated Company may use the Data in the same manner as Väderstad, subject to the following conditions:
- (a) Sections 4.1 - 4.5 shall apply mutatis mutandis to such Affiliated Company;
- (b) The Affiliated Company shall be bound by the same obligations and restrictions as apply to Väderstad under these Data Terms;
- (c) Väderstad shall remain primarily liable for the acts and omissions of its Affiliated Companies; and
- (d) any breach of the Data Terms by an Affiliated Company shall be deemed to be an act of Väderstad.
- 5. Protection measures taken by Väderstad**
- 5.1 Väderstad undertakes to apply the protective measures for the Data that are reasonable in the circumstances, considering the state of science and technology, potential harm suffered by the Customer as a result of Data loss or disclosure of Data to unauthorized third parties and the costs associated with the protective measures.
- 5.2 Väderstad may also apply other appropriate technical protection measures to prevent unauthorized access to Data and to ensure compliance with this contract.
- 5.3 The Customer agrees not to alter or remove such technical protection measures unless

agreed by Väderstad in advance and in writing.

## **6. Data access by the Customer upon request**

### **6.1 Obligation to make data available**

6.1.1 The Data, together with the relevant metadata necessary to interpret and use those Data shall be made accessible to the Customer by Väderstad, at the request of the Customer or a party acting on the Customer's behalf. The request can be made through the website <https://e-connect.vaderstad.com> or such other electronic means as Väderstad may designate.

6.1.2 If the Customer is not the data subject, Väderstad shall make the Data which is personal data available to the Customer only when there is a valid legal basis for making personal data available under Article 6 of Regulation (EU) 2016/679 (GDPR) and only, where relevant, the conditions set out in Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC (Directive on privacy and electronic communications) are met. When the Customer is not the data subject, the Customer must specify in each request presented under the previous Section, the legal basis for processing under Article 6 of Regulation (EU) 2016/679 (and, where relevant, the applicable derogation under Article 9 of that Regulation and Article 5(3) of Directive (EU)2002/58) upon which the making available of personal data is requested.

### **6.2 Data characteristics and access arrangements**

6.2.1 Väderstad will make the Data available to the Customer (free of charge for the Customer) with at least the same quality as it becomes available to Väderstad, and in any case in a comprehensive, structured, commonly used and machine-readable format as well as the relevant metadata necessary to interpret and use those Data. Specifications of the Data characteristics and how the Customer will receive access to the Data are made available by Väderstad to the Customer in the way set forth in Section 3.1.

6.2.2 Väderstad and the Customer may use the services of a third party to allow the exercise

of the Customer's rights under Section 7.1. Such third party will not be considered a data recipient under the Data Act, unless they process the Data for its own business purposes. The party requiring the use of such a third party must notify the other party in advance.

### **6.3 Incidents**

6.3.1 If the Customer identifies an incident related to Section 4 (Data covered by the Contract), to the requirements of Section 7.2 (Data characteristics and access arrangements), the Customer must notify Väderstad with a detailed description of the incident within a reasonable time after discovery. Upon such notification, Väderstad and the Customer shall cooperate in good faith to identify the cause of the incident. If the incident was caused by Väderstad's failure to comply with its obligations under these Data Terms, Väderstad shall remedy the breach within a reasonable period of time. If Väderstad does not remedy the breach within this timeframe, it shall be considered a material breach and the Customer may invoke the applicable remedies for non-performance under the main Agreement. If the Customer considers their access rights under Article 4(1) of the Data Act to be infringed, the Customer is also entitled to lodge a complaint with the competent authority.

### **6.4 Unilateral changes by the Data Holder**

6.4.1 Väderstad may, in good faith, unilaterally change the specifications of the Data or the access arrangements, if this is objectively justified by the general conduct of business of Väderstad. Väderstad shall in such case give notice of the change to the Customer (i) without undue delay after deciding on the change, or (ii) where the change may materially affect Data access and use by the Customer, with reasonable prior written notice before the change takes effect.

### **6.5 Information on the User's access**

6.5.1 Väderstad undertakes not to keep any information on the Customer's access to the requested data beyond what is necessary for proper execution of the Customer's access request, security and maintenance of the data infrastructure; and compliance with applicable legal obligations.

## 7. Data use by the Customer

- 7.1 Data made available to the Customer upon Customer's request may be used by the Customer for any lawful purpose and/or shared freely subject to the limitations set forth in this Section 7.
- 7.2 The Customer undertakes not to engage in the following:
- (a) use the Data to develop a connected product that competes with the Machine, 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 Väderstad;
  - (c) use coercive means to obtain access to Data or, for that purpose, abuse gaps in Väderstad'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 for any unlawful purposes.

## 8. Data sharing with third parties upon the Customer's request

### 8.1 Making Data available to a third party

8.2 Väderstad shall make the Data, together with the relevant metadata necessary to interpret and use such Data, available to a data recipient within the EU free of charge for the Customer, upon Customer's request or the request of a third party acting on the Customer's behalf. The request can be made using through the website <https://e-connect.vaderstad.com> or such other electronic means as Väderstad may designate.

8.3 If the Customer is not the data subject, Väderstad shall only make Data - which is personal data - available to a third party following a request from the Customer, when (i) there is a valid legal basis for making personal data available under Article 6 of Regulation (EU) 2016/679 (GDPR) and, (ii) where relevant, the conditions set out in

Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC (Directive on privacy and electronic communications) are met.

8.4 When the Customer is not the data subject, the Customer shall specify in each request made under the previous Section, (i) the legal basis for processing under Article 6 of Regulation (EU) 2016/679, and (ii) where relevant, the applicable derogation under Article 9 of that Regulation and Article 5(3) of Directive (EU)2002/58), upon which the making available of personal data is requested.

8.5 Väderstad shall make the Data available to a data recipient within the EU with at least the same quality as they become available to Väderstad, and in any case in a comprehensive, structured, commonly used and machine-readable format, easily and securely.

8.6 If Customer has submitted a request for data sharing with a data recipient in the EU, Väderstad shall agree with the Data Recipient the arrangements for making the Data available under fair, reasonable and non-discriminatory terms and in a transparent manner in accordance with Chapter III and IV of the Data Act.

8.6.1 The Customer acknowledges that a request to share Data with a third party shall not benefit a third party that qualifies as a gatekeeper under Article 3 of Regulation (EU) 2022/1925 (Digital Markets Act) and shall not be made in connection with the testing of new connected products, substances or processes that have not yet been placed on the market.

## 9. Transfer of rights and multiple users

### 9.1 Transfer of rights

9.1.1 If the Customer contractually transfers (i) ownership of the Machine, or (ii) its temporary rights to use the Machine, and/or (ii) its rights to use Service, to a subsequent natural or legal person ('**Subsequent User**') and loses the status of a user after the transfer to a Subsequent User, the Customer undertakes to:

- (a) ensure that the Subsequent User cannot use the Customer's account; and

- (b) notify Väderstad of the transfer.
- 9.1.2 Väderstad's right 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 these Data Terms prior to the transfer will continue after the transfer.

## 9.2 Multiple users

- 9.2.1 If the Customer grants a right to use the Machine or the Service to another party ("Additional User") while retaining its quality as a user, the Customer shall:

- (a) If the Additional User creates a new account for use of the Service, (i) ensure that the Additional User cannot use the Customer's account, or
- (b) if the use of the Product and/or the Service does not involve the creation of a new account for use of the Service or in any other way that a contract is entered into between the Additional User and Väderstad (i) include in a contract between the Customer and the Additional User, as of the transfer date, on behalf of Väderstad, provisions substantially reflecting the content of these Data Terms and in particular clause 3 on the use and sharing of the Product and/or Related Service Data by the Data Holder ('Flow Down Provisions'), and (ii) act as a first contact point for the Additional User if the Additional User makes a request under Articles 4 or 5 of the Data Act or a claim regarding the use or making available of the Data by Väderstad under these Data Terms. Väderstad should be notified of any request or claim in that regard without undue delay and the Parties must collaborate to address any request or claim.

## 9.3 Liability of the Customer

- 9.3.1 If the Customer's failure to comply with the obligations under Sections 9.1 - 9.2 leads to the use and sharing of Data by Väderstad in the absence of a contract with the Subsequent or Additional User, the Customer will indemnify and hold harmless Väderstad in respect of any claims by the

Subsequent or Additional User towards Väderstad for the use of Data after the transfer.

## 10. Term and termination

- 10.1 The terms and conditions set forth in these Data Terms shall enter into force on the date of the Agreement and shall remain in force for as long as (i) the Customer is the owner of or has the right to use the Machine, or (ii) the Customer has a valid agreement with Väderstad for the use of the Service, as applicable.

- 10.2 Notwithstanding what is set forth in Section 10.1, the rights and obligations under these Data Terms shall automatically terminate:

- (a) upon the destruction of the Machine or permanent discontinuation of the Service, or when the Machine or the Service is otherwise put out of service or loses its capacity to generate the Data in an irreversible manner; or
- (b) upon the Customer losing ownership of the Machine or when the Customer's rights with regard to the Machine under a rental, lease or similar agreement or the Customer's rights with regard to the Service come to an end; or
- (c) when both Parties so agree, with or without replacing this contract by a new contract.
- (d) Sections (b) and (c) shall be without prejudice to the contract remaining in force between the Data Holder and any Subsequent or Additional User.

## 10.3 Effects of expiry and termination

- 10.3.1 Expiry of the contract period or termination of the Data Terms 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.

- 10.3.2 Expiry or termination does not affect any provision in the Data Terms which is to operate even after the contract has come to an end.

- 10.3.3 The termination or expiry of the Data Terms will have the following effects:

- (a) Väderstad shall immediately cease to retrieve the Data generated or recorded as of the date of termination or expiry;
- (b) Väderstad remains entitled to use and share the Data generated or recorded before the date of termination or expiry as specified in these Data Terms.