

This EU Data Act Addendum (“Data Act Addendum”) supplements the terms and conditions, including any SOW Services, between us the Seller and you the Customer relating to Connected Products or Data Processing Services (the “Agreement”). It outlines the parties’ respective responsibilities and entitlements regarding data access, sharing, and transferring of data generated by Connected Products and related services, as well as Data Processing Services, as defined by Regulation (EU) 2023/2854 (the “Data Act”).

In case of conflict, this Data Act Addendum takes precedence over the Agreement with respect to data access, data sharing, and data switching under the Data Act.

1. **Definitions:** Under this Data Act Addendum, **Connected Products** means any product or service provided by Seller under the Agreement that generates data governed by the Data Act. **Data Holder**, **Data Processing Services** and **User** is as defined in the Data Act. **Switching** means the process of porting data, applications, or digital assets from Seller to another data-processing service provider, or back to the Customer; and **Third Party Recipient** means an entity authorised by the User to receive data under the Data Act.
2. **Data Holder Status:** If a third party manufactures or hosts the product or service, the Seller is not the Data Holder.
  - a. **For Connected Products** where Seller generates or controls the data, Seller is the Data Holder with obligations under this Data Act Addendum to facilitate data access. Customer may request and will be granted access to eligible data without charge in accordance with the Data Act.
  - b. **For Data Processing Services** where Seller processes Customer’s data, but access to such data is controlled by the Customer, Seller acts as a processor and Customer retains direct access rights to their data without requiring Seller assistance for data export or switching, subject to applicable data protection laws.
  - c. **For Seller-Controlled Data Processing Services** where Seller processes Customer’s data, but Customer lacks independent technical means to export their data (including data on proprietary platforms without export functionality or managed services without customer access), Seller acts as Data Holder and shall facilitate Customer’s data access and switching rights in accordance with this Data Act Addendum. Any changes in Data Holder status will be communicated in writing by Seller to Customer.
3. **Authorised Third Parties:** Customers may authorise a Third Party Recipient to receive eligible data without charge, in line with the Data Act. For Connected Products, data is supplied to Third Party Recipients only upon appropriate written authorisation to Seller, and only as permitted by law and contractually agreed terms. For Data Processing Services, Customer may directly authorise Third Party Recipients to access Customer data without requiring written authorisation to or approval from Seller.
4. **Switching For Seller-Controlled Data Processing Services:** Seller will assist with Switching, ensuring data is provided in a structured, commonly used, machine-readable format as required by the Data Act. Seller will not impose contractual, technical, or commercial obstacles (including undue delays, fees, or proprietary formats) unless permitted by the Data Act. Seller will provide documentation, technical support, and tools necessary for effective migration. Seller requires a minimum notice period of 30 calendar days to initiate a switch or request to delete applicable data (“**Notice Period**”), provided that this Notice Period does not prejudice or extend any shorter timeframes that may be required under the Data Act for data access or switching requests. Upon conclusion of the Notice Period, Seller will cease collecting relevant data unless Customer cancels the request no later than 48 hours beforehand. Customer may request deletion or return of relevant data upon completion of Switching, in accordance with the Data Act. Where Customer makes a deletion request, Seller will permanently erase all relevant data at the end of the Notice Period, unless the request is cancelled at least 48 hours before expiry of the Notice Period. Seller will fulfil a request to switch within 30 calendar days after the Notice Period (“**Transition Period**”), with possible extension as permitted under the Data Act. Customer may extend the Transition Period once for a suitable duration. After the Switch and Transition Period, Customer has a further 30 calendar days to download all remaining relevant data (“**Retrieval Period**”). Upon expiry, Seller will permanently delete all such data unless an alternative timeframe is agreed in writing. Customer remains liable for any early termination fees or outstanding minimum payment commitments. Seller will notify Customer once termination has occurred.
5. **Restrictions:** Seller is not obliged to (i) disclose personal data in violation of applicable data protection laws; (ii) for Connected Products, share trade secrets or confidential information that would cause significant economic harm to Seller, provided that such information is genuinely confidential, derives independent economic value from not being generally known, and Seller shall implement appropriate technical and organisational safeguards including data anonymisation, aggregation, or restricted access arrangements where feasible to enable data sharing while protecting trade secrets; (iii) for Connected Products, provide data where disclosure would pose a demonstrable and significant security risk to systems, infrastructure, or other users’ data, specifically including risks of unauthorised access, data corruption, system compromise, or exposure of security vulnerabilities, provided that such security concerns are documented and proportionate to the risk, and Seller shall explore alternative delivery methods or security measures that could mitigate such risks while enabling data access. For Data Processing Services, these restrictions in subsections (ii) and (iii) do not apply to Customer’s access to their own data.
6. **Liability:** Seller is not liable for any third-party Data Holder’s non-compliance with the Data Act. This Data Act Addendum does not limit either party’s liability under the Agreement for breaches of confidentiality, data protection, or applicable law. Notwithstanding any limitation of liability provisions in the Agreement, each party shall be liable for regulatory fines, penalties, or sanctions imposed by competent authorities for that party’s non-compliance with the Data Act. Where regulatory penalties are imposed jointly on both parties for shared responsibilities under this Data Act Addendum, liability for such penalties shall be allocated based on each party’s degree of fault or contribution to the non-compliance.
7. **Cross-Border Data Transfers and International Data Adequacy:** Where Seller is the Data Holder and data transfers under this Data Act Addendum involve cross-border personal data transfers to third countries outside the European Economic Area, the data processing provisions in the Agreement shall apply. In the absence of such provisions, the data processing agreement [here](#) shall apply.
8. **Term and Termination:** This Data Act Addendum remains valid for the duration of the Agreement, unless terminated sooner as per the terms of the Agreement.
9. **Governing Law:** This Data Act Addendum is governed by the law and jurisdiction specified in the Agreement.