1. OBJECT. This EU Data Access and Use Agreement ("**Agreement**") contains the general terms applicable to Data sharing, access to Data and use of Data relating to the Products and/or Related Services between the Data Holder and the User of a Jonsson's Product or Jonsson's Related Service pursuant to the EU Data Act.

2. DEFINITIONS. In this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, the following capitalised terms shall have the following respective meanings:

"Affiliate" means any legal entity, which is, directly or indirectly, owned or controlled by the Data Holder; owning or controlling the Data Holder; or under common ownership or control with the Data Holder, for so long as such ownership or control lasts.

"Customer Agreement" means the agreement to which this Agreement is attached, and in which the Company and User agree on the Products and/or Related Services supplied or provided by the Company to the User, including any appendices or exhibits thereto.

"Company" means the relevant Jonsson's entity being party to the Customer Agreement and/or selling, leasing or renting the relevant Product or providing the relevant Related Services.

"Data" has the meaning set forth in section 3.

"Data Act" means 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, as in force at each time.

"Data Holder" means P.J. Jonsson och Söner AB, Business ID 556057-1654, registered address Box 2, 894 21, Själevad, Sweden.

"Data Recipient" means a party, other than the User, to whom the Data Holder makes data available, following a request by the User to the Data Holder or in accordance with a legal obligation under Union law or national legislation.

"Enriched Data" has the meaning set forth in section 3.2.

"Parties" mean the Data Holder and the User.

"Product" means the product qualifying as a "connected product" under the Data Act that has been placed on the market in the European Union and is sold, rented, leased or otherwise provided to the User, by the Company pursuant to the Customer Agreement or otherwise originating from the Data Holder or its Affiliates.

"Product Data" means data (whether personal data or non-personal data) generated by the use of the Product that the manufacturer designed to be retrievable, via an electronic communications service, physical connection or on-device access, by a user, a data holder or a third party, including, where relevant, the manufacturer.

"Readily Available Data" means Product Data and Related Service Data that the Data Holder lawfully obtains or can lawfully obtain from the Product or Related Service, without disproportionate effort going beyond a simple operation.

"Related Service(s)" means the Data Holder's or its Affiliates' service(s) specified in the Customer Agreement and/or provided by the Data Holder or its Affiliate to the User pursuant to the Customer Agreement which is connected with a connected product at the time of the purchase, rent or lease in such a way that its absence would prevent the connected product from performing one or more of its functions, or which is subsequently connected to the product to add to, update or adapt the functions of the connected product.

"Related Service Data" means data (whether personal data or non-personal data) representing the digitisation of the User's actions or of events related to the Product, recorded intentionally by the User or generated as a by-product of the User's action during the provision of the Related Service(s).

"Technical Protection Measures" has the meaning set forth in section 6.1.1.

"Trade Secret Protection Measures" has the meaning set forth in section 6.3.1.

"User" means a natural or legal person that owns the Product or to whom temporary rights to use that Product have been contractually transferred or that receives Related Service(s). User must always be located in the European Union.

3. DATA COVERED BY THESE TERMS.

3.1 This Agreement concerns data as to be shared under the EU Data Act, which may consist of Product Data, Related Service(s) Data and/or Readily Available Data, as relevant for each context (later referred to as the '**Data**') and which is available to the Data Holder. For clarity, Data shall always exclude Enriched Data.

3.2 The Data consists of such data that has not been substantially modified. For the sake of clarity, the Data does not include information and data inferred or derived from such Data, which is the outcome of additional investments or further processing by the Data Holder or a third party, including investments into assigning values or insights from the data (referred to in this Agreement as "**Enriched Data**"). The Data may include both non-personal and personal data.

3.3 The User warrants 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 the Customer Agreement. In case of multiple users, or if the ownership or right to the Product is transferred by the User to a third party, the User undertakes to follow section 8 below.

4. DATA USE AND SHARING BY THE DATA HOLDER

4.1 Agreed use of non-personal Data by the Data Holder

4.1.1 The User agrees and acknowledges that the Data Holder (including its Affiliates) may use the Data that are non-personal data for one or more of the following purposes:

(a) performing the Customer Agreement with the User or activities related to such Customer Agreement or other agreement between the Parties (e.g. issuing invoices, generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit or other agreed purposes);

(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 (including the Product) or service (including the Related Service) offered by the Data Holder or its Affiliates (or their contracting party);

(e) developing new products or services by the Data Holder, by third parties acting on behalf of the Data Holder, in collaboration with other parties or through special purpose companies (such as joint ventures) or otherwise, including using the Data for the purposes of developing, training and enhancing AI tools and systems;

(f) creating new data or information based on the Data e.g. by means of further analysis of the Data;

(g) 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 Product to be identified or allow a third party to derive those data from the dataset;

(h) to fulfil Data Holder's or its Affiliates' legal obligations related to the Product, Related Service or the Data;

(i) any other purposes agreed with the User in the Customer Agreement or otherwise.

4.1.2 The Data Holder may share the Data that are non-personal data to third parties, including its distributors, suppliers and service providers (such as providers of cloud computing services, hosting services or similar services) used by the Data Holder, in relation to one or more of the purposes set out in section 4.1.1, for the purpose of the fulfilment of the Customer Agreement (including this Agreement) with the User.

5. DATA ACCESS BY THE USER

5.1 Obligation to make the Data available

5.1.1 Where the Data is directly accessible to the User from the Product or Related Service, the User has the right to directly access and use the Product Data or Related Service Data in accordance with the Data Act, this Agreement and any contractual terms (e.g. terms of use) that may apply to the use of that Product or Related Service.

5.1.2 Where the Data is not directly available to the User from the Product or Related Service, the Readily Available Data shall 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 in a manner informed by the Data Holder to the User from time to time.

5.1.3 The User warrants that it holds all rights and consents required to be able to lawfully request, receive and/or access the Data shared under this Agreement. The Data Holder may request further information if necessary for verifying whether the User qualifies as a "data user" at the time of presenting the request specified in section 5.1.2 above. If a third party requests access to the Data on the User's behalf, the User shall provide all such confirmations necessary allowing the Data Holder to reasonably identify the authorization of that third party to act on that User's behalf. The User acknowledges that, in absence of such reasonable confirmation, the Data Holder may not be able to share Data to that third party.

5.1.4 When the Data includes personal data and the User is not the data subject, the Data Holder can make the Data which is personal data available to the User only when there is a valid legal basis for making personal data available under Regulation (EU) 2016/679 (GDPR) and only, where relevant, when 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. The User is responsible for ensuring that they have the appropriate legal basis for processing such personal data and shall indicate the legal basis for processing to the Data Holder in each request presented under section 5.1.2. The Data Holder's provision of the Data containing personal data is subject to the User having complied with the aforesaid obligation.

5.1.5 The Data can be made available to a Data Recipient by the Data Holder upon request presented by the User or a party acting on its behalf, in accordance with the Data Act (in particular Articles 5, 8 and 9 thereof) and this Agreement. The sharing of Data to a Data Recipient by the Data Holder is subject to that Data Recipient entering into a data sharing agreement with the Data Holder. The terms and conditions set forth in this section 5.1 shall apply to the sharing of Data to the Data Recipient, as applicable.

5.2 Restrictions

5.2.1 The Data Holder may refuse to share certain Data with the User or a third party, or restrict or prohibit accessing, using or further sharing of such Data, if such processing could undermine security requirements of the Product, as laid down by Union or national law, resulting in a serious adverse effect on the health, safety or security of natural persons.

5.2.2 The User undertakes to follow the technical instructions for access to Data, including all security requirements or restrictions, in good faith.

5.3 Unilateral changes by the Data Holder

The Data Holder may unilaterally change the specifications of the Data characteristics or the access arrangements, if this is justified by the 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 shall be made following a reasonable notice period which shall not exceed thirty (30) calendar days, except in circumstances where following such notice period could undermine the security requirements of the connected products, services or infrastructure.

6. PROTECTION OF DATA, INCLUDING TRADE SECRETS

6.1 Technical Protection Measures

6.1.1 The Data Holder may apply appropriate technical protection measures to prevent unauthorised access to Data, including metadata, and to ensure compliance with the Data Act, as well as with the agreed contractual terms for making Data available (hereinafter: "**Technical Protection Measures**").

6.1.2 The User shall not alter or remove such Technical Protection Measures unless agreed by the Data Holder and shall ensure that the Data Recipients or third parties do not alter or remove them.

6.2 Applicability of trade secret arrangements

6.2.1 The User acknowledges and agrees that the Data may include trade secrets of the Data Holder or of a third party, as indicated by the Data Holder in writing from time to time. Trade secrets shall be preserved and shall be disclosed only where the Parties take all necessary measures prior to the disclosure to preserve their confidentiality.

6.2.2 The protection measures agreed on in sections 6.3 and 6.4 of this Agreement, as well as the related rights agreed in section 6.5, apply to sharing by Data Holder to the User of such Data or metadata included in the Data that includes trade secrets.

6.2.3 The obligations set out in sections 6.3 and 6.5 remain in effect after termination, unless otherwise agreed by the parties.

6.3 Trade Secret Protection Measures

6.3.1 The Parties shall agree separately on technical and organisational measures necessary to preserve the confidentiality of any Data containing trade secrets (hereinafter: "**Trade Secret Protection Measures**"). The User shall apply such Trade Secret Protection Measures. The Data Holder may inform the User in writing of its requirements for the Trade Secret Protection Measures that it from time to time considers necessary in order to protect the trade secrets, and the User shall confirm its adherence to the same in writing. In any case, the Trade Secret Protection Measures shall include and the User shall agree to i) ensure that trade secrets are made available only to such employees or representatives of the User ("**Representatives**") that need to know the same for the purposes of the Customer Agreement, ii) ensure that such Representatives are bound by confidentiality obligations not less stringent than those set forth in the Customer Agreement and that are necessary to protect confidential information of similar nature, iii) ensure that the Representatives adhere to the Trade Secret Protection Measures, and iii) keep a log of the Representatives having access to the trade secrets.

6.3.2 Trade secrets can be made available to a third party (i) by the User or (ii) by the Data Holder at the request of the User only to the extent such disclosure is strictly necessary to fulfil the purpose agreed between the User and the third party. In such case, the User shall notify Data Holder of its request for such Data to be shared to a third party, and the sharing of such Data is subject to the Data Holder and third party agreeing on, and the third party implementing, all proportionate technical and organisational measures necessary to preserve the confidentiality of the trade secrets. In the notification, the User shall specify the Data in question, the purpose of sharing such Data, and give the Data Holder the identity, place of establishment and contact details of the third party.

6.3.3 In any case, the User shall ensure that the third party agrees to adhere to the obligations concerning confidentiality and protection of trade secrets included in the Customer Agreement and this Agreement, including the Trade Secret Protection Measures, and it shall remain liable for the acts and omissions of such third parties as for its own.

6.3.4 In order to verify that the User has implemented and is maintaining the Trade Secret Protection Measures, the User agrees, at the Data Holder's discretion, to (i) confirm to the Data Holder once it has implemented the Trade Secret Protection Measures, together with reasonable evidence thereof and (ii) to allow the Data Holder or a third party appointed by the Data Holder to, at the Data Holder's expense, carry out a security conformity assessment audit whenever the Data Holder considers necessary. Such security audit report must demonstrate User's compliance with section 6 as applicable at that time. The results of the audit reports will be submitted to both Parties without undue delay.

6.4 Obligation to share and the right to refuse, withhold or terminate sharing trade secrets

6.4.1 Where the Data Holder reasonably considers that the Trade Secret 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 Trade Secret Protection Measures regarding the trade secret in question; or

(b) request that additional protection measures be agreed.

6.4.2 If there is no agreement on the Trade Secret Protection Measures after a reasonable period of time, the Data Holder may suspend the sharing of the specific Data in question. In such case, the Data Holder shall give notice to the User. The notice shall be duly substantiated, indicate which measures have not been agreed, and be given in writing without undue delay.

6.4.3 If the Data Holder is highly likely to suffer serious economic damage from disclosure of a particular Data protected as trade secret to the User or to a third party referred to in section 6.3.2 despite the Trade Secret

Protection Measures having been implemented, the Data Holder may refuse or suspend sharing the specific Data in question.

6.4.4 If the User or a third party referred to in section 6.3.2 fails to implement and maintain the Trade Secret Protection Measures, the Data Holder is entitled to withhold or suspend the sharing of the trade secrets, until the User or such third party has resolved the incident.

6.5 End of production and destruction of infringing goods

6.5.1 Without prejudice to other remedies available to the Data Holder in accordance with the Customer Agreement (including this Agreement) or applicable law, if the User or a third party alters or removes Technical Protection Measures applied by the Data Holder or does not maintain the Trade Secret Protection Measures, the Data Holder may request the User or the third party, or the User to cause the third party to:

(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 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.

7. DATA USE BY THE USER

7.1 Permissible use and sharing of data. The User may use the Data for any lawful purpose and in accordance with the Customer Agreement (including this Agreement) and the Data Act. To the extent that the Data is transferred to or can be retrieved by the User, the User may share the Data with third parties subject to the limitations set forth in sections 5, 6, 7, 8 and 9. The User shall cause that the third party with whom Data is shared agrees to such limitations in writing.

7.2 Unauthorised use and sharing of data and restrictions for security reasons

7.2.1 The User undertakes not to, and shall cause that a third party with whom the Data may be shared do not, engage in the following:

(a) use the Data to develop a 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) use the Data to reverse engineer, disassemble, decompile, or otherwise attempt to reconstruct the design, functionality, algorithms, or technical architecture of the Product, the Related Service, or any component thereof;

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

7.2.2 Furthermore and in accordance with article 4(2) of the Data Act, the User agrees to restrict or prohibit any processing (access, use and/or further sharing) of Data, where such processing could undermine security requirements for the Product, as laid down by EU law resulting in a serious effect on the health, safety or security of natural persons.

8. TRANSFER OF USE AND MULTIPLE USERS.

8.1 Transfer of use

8.1.1 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 in the EU ('Subsequent User') and loses the status of a user after the transfer, the Parties undertake to comply with the requirements set out in this section.

8.1.2 The initial User shall ensure that the Subsequent User agrees in writing to comply with this Agreement, including but not limited to sections 4, 6 and 7. If the Subsequent User wishes to negotiate this Agreement, the initial User shall notify the Data Holder in accordance with section 8.1.3, so that the Data Holder can negotiate with the Subsequent User.

8.1.3 The initial User shall notify the Data Holder of the transfer in writing and provide the necessary contact details of the Subsequent User.

8.1.4 Upon transfer of use, the initial User shall be obliged to stop accessing the Data generated after the transfer of use and ensure that all access rights to such subsequent data are removed. The Initial User must ensure that the Subsequent User cannot use the Initial User's account.

8.2 Multiple users

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

8.2.2 The initial User notifies the Data Holder of the existence and duration of the Additional User's rights to use the Product and/or Related Service and their contact details, so the Data Holder can conclude an agreement with the Additional User on the use and sharing of that data by the Data Holder.

8.2.3 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 will collaborate with the initial User to address the request.

8.3 Liability of the initial user

To the extent that the initial User's failure to comply with their obligations under sections 8.1 and 8.2 leads to the use and sharing of or to a failure by the Data Holder to share, Product or Related Service Data by the Data Holder in the absence of or in violation 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).

9. MISCELLANEOUS

9.1 Date of application and duration

This Agreement takes effect from the conclusion of the Customer Agreement concerning the Product and/or Relates Service, as applicable, and remain in force until terminated pursuant to section 11.4 below.

9.2 Limitation of Liability

9.2.1 The Data Holder's aggregate maximum liability for any and all costs, losses and damages of any sort and for whatever reason, resulting from or in any circumstance connected with this Agreement or the use and/or access to Data, whether based on warranty, contract, strict liability, tort (including negligence) or any theory of law whatsoever and howsoever the same may arise, including without limitation payment of liquidated damages, claims, costs, liabilities, and damages shall not exceed ten thousand euro (EUR 10,000).

9.2.2 The Data Holder shall in no event be liable under or in connection with this Agreement, the User's, other users' or third parties' access to and/or use of the Data, whether based on warranty, contract, strict liability, tort (including negligence) or any theory of law whatsoever and howsoever the same may arise, for any loss of contract, loss of goodwill, loss of market, loss of actual or anticipated profit, loss of use, loss of production, loss of revenue, loss of opportunity, loss by reason of shut-down or non-operation, increased expenses of operation, claims from customers of User, claims from data recipients, other users or data subjects, higher financing costs, or for any similar pecuniary loss whatsoever, even if it had been advised of the possibility of such, or for any other indirect, incidental, consequential, special, exemplary or punitive damages or losses.

9.2.3 Nothing in this section 9.2 shall exclude or restrict any liability in any case of fraud, gross negligence (an act or failure to act which seriously and substantially deviates from normal industry practice and which is in reckless disregard of, or indifference to, the harmful consequences thereof) or willful misconduct (a conscious, voluntary and deliberate act or failure to act which seriously and substantially deviates from normal industry practice and is done with the intention of causing or in disregard of the harmful consequences thereof, but excluding any error of judgement, mistake, act or omission, whether negligent or not, made in good faith) or other such liability which cannot by mandatory law be excluded or restricted.

9.2.4 The Data Holder undertakes to use reasonable efforts to ensure the accuracy and availability of the Data but makes no representation or warranty, express or implied, that the Data will be free from errors, uninterrupted or fit for a certain purpose.

9.2.5 The Parties acknowledge and agree that this Agreement, including this clause, has been entered into through mutual negotiation and consent, and shall not be construed as a unilateral or unfair imposition by either Party.

9.3 Amendments to this Agreement

The Data Holder has the right to amend or update this Agreement at its reasonable discretion, provided that the mandatory rights of the User as stipulated in the Data Act must remain. Where such amendments or updates would signify a substantial change to any substantive condition related to the nature, format, quality or quantity of the data to be shared without a valid reason, the Data Holder shall notify the User of such amendments with a reasonable notice period of maximum thirty (30) calendar days, and the User has the right to terminate the contract in accordance with section 11.4. If the User does not exercise this right to terminate this Agreement by notifying the Data Holder in writing within the abovementioned 30 calendar days, the User shall be deemed to have accepted the modified terms.

The Data Holder may notify the User of any amendments or updates to this Agreement by publishing the updated terms on the designated website where the Agreement is made available (https://www.pjjonsson.se/sv/eu-data-act). The User undertakes to review the website periodically for such updates in order to exercise its right in this section.

9.4 Termination

9.4.1 In so far as Related Services are concerned, this Agreement is in force as long as the relevant Customer Agreement concerning the Related Service is in force.

9.4.2 In so far as Products are concerned, this Agreement shall terminate

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

(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) upon either Party losing the status of Data Holder or User, as relevant.

9.4.3 Upon termination of this Agreement:

(a) the Data-based functionalities and features of the Products and Related Services will be deactivated;

(b) the Parties are released from their rights and obligations as of the effective date of termination, but not affecting rights and obligations that have accrued before the effective date of termination; and

(c) the Data Holder remains entitled to use and share, as set out in this Agreement, the Data generated or recorded before the effective date of termination.

9.4.4 The obligations that by their nature are intended to survive the termination, including the terms set out in sections 4, 6, 7.2, 8 and 9 of this Agreement remain in effect after termination. The limitations and restrictions related to the use of Data obtained during the validity of this Agreement shall remain in force in relation to that Data.

9.5 Assignment

The Data Holder has the right to assign this Agreement to its Affiliate or in connection with a transfer of its business by notifying the User in writing.

9.6 Applicable law

This Agreement shall be governed by and construed in accordance with the laws of Sweden without giving effect to any choice of law provisions or principles thereof or the United Nations Convention for Contracts for the International Sale of Goods (CISG).

9.7 Dispute settlement

If the User identifies an incident related to Data under this Agreement or the access arrangements, the User will notify the Data Holder with a reasonably detailed description of the incident, in which event the Data Holder and the User shall cooperate in good faith to identify the reason for and resolve the incident.

The Parties shall seek to resolve any disputes relating to this Agreement or the subject matter thereof amicably. In case a dispute cannot be resolved amicably, the courts of Sweden shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

Submission of a dispute to a dispute settlement body in accordance with this section 9.7 does, however, not 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.

9.8 Provisions severable

If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision hereof. However, the Parties shall attempt, through negotiations in good faith, to replace any provision of this Agreement so determined to be invalid or unenforceable. The failure of the Parties to reach an agreement on such replacement shall not affect the validity or enforceability of any other provision of this Agreement.