HIAB – EU Data Access and Use Agreement
(v.01/2026)

1. PURPOSE AND APPLICABILITY

1.1 **Purpose.** This EU Data Access and Use Agreement ("**Agreement**") is made between the Data Holder and the Customer (as defined below). The purpose of this Agreement is to ensure compliance with the Data Act by the Data Holder and its Affiliates regarding their access and use of Data.

1.2 **Applicability.** This Agreement applies to the access and use of Data from 12 September 2025 regarding all Connected Products placed on the market of the European Union by the Data Holder or its Affiliates. This Agreement shall apply as a supplement to and shall form an integral part of the Customer Agreement. In case of conflicts between this Agreement and the Customer Agreement, this Agreement prevails.

1.3 **Further information.** For further information relating to this Agreement and the fulfilment of any obligations under the Data Act, please refer to: https://www.hiab.com/en/eu-data-act.

2. DEFINITIONS

"**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 the same ownership or control as the Data Holder for so long as such ownership or control lasts.

"**Connected Product**" means an item that obtains, generates or collects data concerning its use or environment and that can communicate Product Data via an electronic communications service, physical connection or on-device access, and whose primary function is not the storing, processing or transmission of data on behalf of any party other than the User. Connected Products covered by this Agreement include the equipment originating from the Data Holder or its Affiliates which incorporate a Connectivity Device.

"**Connectivity Device**" means a connectivity device (also known as a connectivity gateway), remote diagnostics tool or similar sensor-based connectivity capability and related components and hardware (retro)fitted in the equipment originating from the Data Holder or its Affiliates, which is used for generating, collecting, sending and transmitting equipment data and information, such as data related to equipment's operation, location, condition, equipment identity, use and performance.

"**Customer Agreement**" means an executed written agreement between the Data Holder or its Affiliate (or their distributor or a third party) and the Customer regarding the purchase of equipment, products and/or services originating from the Data Holder or its Affiliates by the Customer, to which this Agreement is attached, or which refers to this Agreement, and into which this Agreement is incorporated.

"**Customer**" means any party that identifies itself as a User and accepts the terms of this Agreement by executing a Customer Agreement or otherwise.

"**Data**" means any readily available Product Data, and may include both non-personal and personal data. Data covered by this Agreement is further specified in the Transparency Information.

"**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.

"**Data Holder**" means Hiab Finland Oy, Business ID: 3245365-3, registered address Nesteentie 36, 21200 Raisio, Finland.

"**Party**" means the Data Holder or the Customer; "**Parties**" means the Data Holder and the Customer.

"**Product Data**" means data generated using a Connected Product that the manufacturer designed to be retrievable, via an electronic communications service, physical connection or on device access, by a User, the Data Holder or a third party, including, where relevant, the manufacturer.

"**Transparency Information**" means the information available at: https://www.hiab.com/en/eu-data-act.

"**User**" means a natural or legal person that owns a Connected Product or to whom temporary rights to use that Connected Product have been contractually transferred.

Where this Agreement uses further terms defined in the Data Act those terms shall have the same meaning as in the Data Act, unless the Parties clearly intended the terms to have a different meaning in the relevant context.

3. DATA USE AND SHARING BY THE DATA HOLDER

3.1 **Agreed use of non-personal Data by the Data Holder and its Affiliates.** The Data Holder and its Affiliates may use non-personal Data only for the following purposes:

- performing an agreement with the Customer or activities related to such agreement (e.g. providing equipment, products and services; issuing quotations and invoices; generating and providing reports and analysis);
- providing support, maintenance, warranty, guarantee or similar activities, to assess claims related to the products or services (e.g. product liability claims) and carrying out actions related to such claims (e.g. recall campaigns);
- informing the Customer about updates, products, services and other offerings that the Data Holder believes may be of interest, unless a more specific consent is required for this purpose under the local law;
- monitoring and maintaining the functioning, safety and security of the equipment, products and services, and ensuring quality control (e.g. generating and providing diagnostics; investigating alleged misconduct);
- improving the functioning, safety and security of any equipment, product or service offered by the Data Holder or its Affiliates (e.g. optimizing the equipment, products and services; carrying out updates; developing algorithms);

- developing new equipment, products, services or functionalities by the Data Holder or its Affiliates, by third parties acting on their behalf, or in collaboration with other parties;
- aggregating 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; and
- complying with legal obligations and legitimate requests by law enforcement and other state or governmental authorities and institutions.

The Data Holder and its Affiliates undertake 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 Connected 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.

3.2 **Sharing of non-personal Data with third parties.** The Data Holder and its Affiliates may share non-personal Data with any third party (e.g. distributors, subcontractors, suppliers, and partners) if such third party uses the Data solely for (a) assisting the Data Holder or its Affiliates in achieving the purposes set out in clause 3.1, or (b) achieving the purposes set out in clause 3.1 in collaboration with the Data Holder or its Affiliates. When sharing Data with third parties, the Data Holder or its Affiliates will contractually bind the third parties (i) not to use the Data for any purposes other than those set out in points (a) and (b) above, (ii) 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 Connected 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, (iii) to apply the protection measures required under clause 3.5, and (iv) not to share the Data further unless the third party includes the clauses corresponding to points (i) to (iv) above in their contracts with the recipients.

3.3 **Use of processing services.** Notwithstanding clause 3.2, the Data Holder and its Affiliates may use processing services (e.g. cloud computing services, hosting services, or similar services) to achieve, for their own account and under their own responsibility, the agreed purposes under clause 3.1. 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.

3.4 **Use and sharing of personal data.** The Data Holder may use, share with third parties or otherwise process any Data that is personal data, only if there is 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).

3.5 **Protection measures.** The Data Holder undertakes to apply protection measures to prevent unauthorised access to or loss of Data that are reasonable in the circumstances, considering the state of science and technology, potential harm suffered by the Customer and the costs associated with the protective measures. The Customer agrees not to alter or remove such technical protection measures unless agreed by the Data Holder in advance and in writing.

4. DATA ACCESS BY THE CUSTOMER UPON REQUEST

4.1 **Obligation to make Data available.** The Data, together with the relevant metadata necessary to interpret and use those Data will be made accessible to the Customer (or a data recipient indicated by the Customer) by the Data Holder, at the request of the Customer or a party acting on their behalf. The request can be made through the HiConnect portal available at https://hiconnect.hiab.com/.

4.2 **Customer declaration.** Upon making a request, the Customer declares that they are either the owner of the Connected Product or contractually entitled to use the Connected Product under a rent, lease or similar contract. The Customer commits to provide to the Data Holder upon duly substantiated request any relevant documentation to support these declarations, where necessary.

4.3 **Availability of personal data.** When the Customer is not the data subject, the Data Holder shall make the Data which is personal data only available to the Customer (or a data recipient indicated by the Customer), 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. In that respect, when the Customer is not the data subject, the Customer must indicate to the Data Holder, in each request presented under clause 4.1, 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.

4.4 **Making Data available to a data recipient.** The Customer acknowledges that the third party data recipient to whom the Data Holder makes the Data available based on the Customer's request shall only process the Data for the purposes and under the conditions agreed with the Customer. The Data Holder may not be held liable towards the Customer for the absence of such an agreement between the Customer and the third party, unless the Data Holder knew or should have known about this absence.

4.5 **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 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 a change in the Data Holder's infrastructure. The Data Holder must give notice of the change to the Customer at least thirty (30) days before the change takes effect. A shorter notice period may suffice: (a) where the change does not negatively affect Data access and use by the Customer; or (b) where such notice would be impossible or unreasonable in the circumstances, such as where immediate changes are required because of a security vulnerability that has just been detected.

5. DATA USE BY THE CUSTOMER

5.1 **Permissible use and sharing of Data.** The Customer 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 Customer, share the Data freely subject to the limitations in clause 5.2.

5.2 **Unauthorised use and sharing of Data**. The Customer undertakes not to engage in the following:

(a) use the Data to develop a connected product that competes with the Connected 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; or

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

6. TRANSFER OF USE AND MULTIPLE USERS

6.1 **Transfer of use.** Where the Customer contractually transfers (i) ownership of the Connected Product, or (ii) their temporary rights to use the Connected Product ("**Transfer**") to a subsequent person ("**Subsequent User**") and loses the status as a User after the Transfer, the initial Customer shall:

(a) use its best efforts to assign to the Subsequent User, as of the effective date of the Transfer, this Agreement, including its rights and obligations under this Agreement, and the Data Holder agrees in advance to such assignment; and

(b) notify the Data Holder of the Transfer, and provide the necessary contact details of the Subsequent User and a copy of the assignment document. If the Subsequent User refuses the assignment, the initial Customer shall notify the Data Holder of such refusal without undue delay so that the Data Holder can conclude a contract with the Subsequent User regarding the Data Holder's use of the Data.

The rights of the Data Holder to use 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 this Agreement before the Transfer will continue after the Transfer.

6.2 **Multiple users.** Where the initial Customer grants a right to use of the Connected Product to another party ("**Additional User**") while retaining their quality as a User, the initial Customer shall:

(a) on behalf of the Data Holder, include in the contract between the initial Customer and the Additional User clauses substantially reflecting the content of this Agreement and in particular clause 3 on the use and sharing of the Data by the Data Holder and its Affiliates, for the duration of the temporary use of the Connected Product; and

(b) act 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 Customer to address the request.

6.3 **Liability of the initial Customer.** To the extent that the initial Customer's failure to comply with their obligations under clauses 6.1 and 6.2 leads to the use and sharing of Data by the Data Holder or its Affiliates in the absence of a contract with the Subsequent User or Additional User, the initial Customer will indemnify the Data Holder and its Affiliates in respect of any claims for damages by the Subsequent User or Additional User towards the Data Holder or its Affiliates for their use of the Data after the Transfer or temporary use of the Connected Product.

7. TERM AND TERMINATION

7.1 **Term**. This Agreement takes effect from the earliest of the following dates: (i) first use of a Connected Product by the Customer or (ii) date of acceptance of this Agreement by Customer; in any case not before 12 September 2025 when the Data Act enters into force. This Agreement continues in force until it is terminated in accordance with the terms of this Agreement.

7.2 **Termination for cause**. Each Party may terminate this Agreement for cause with immediate effect if the other Party materially breaches the terms of this Agreement and is not able to rectify the breach within thirty (30) days from the receipt of written notification thereof.

7.3 **Termination due to destruction or transfer.** This Agreement terminates immediately without any further action:

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

(b) upon the Customer losing ownership of the Connected Product or when the Customer's rights with regard to the Connected Product under a rental, lease or similar agreement 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 User or Additional User.

7.4 **Effects of termination.** The termination of this Agreement shall have the following effects:

(a) both Parties are released from their obligation to effect and to receive future performance but this does not affect the rights and liabilities that have accrued up to the time of termination;

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

(c) the Data Holder remains entitled to use and share the Data generated or recorded before the date of termination as specified in this Agreement;

(d) the Data Holder shall enable the Customer to retrieve the Data generated or recorded before the date of termination within 60 days after the termination of this Agreement; and

(e) such provisions of this Agreement which by their nature are meant to remain in effect after the termination of this Agreement, shall remain in effect.

8. MISCELLANEOUS

8.1 **Force majeure**. Neither Party shall be liable for delays or damages resulting from an obstacle outside the sphere of influence of the Party, which cannot reasonably have been taken into account by the Party at the time of concluding this Agreement, and the consequences of which the Party could not reasonably have been expected to avoid or overcome. The affected Party shall immediately notify the other Party both of the event of force majeure itself, as well as the cessation thereof.

8.2 **Notifications**. Any notifications under this Agreement must be in writing and may be delivered by hand, sent by prepaid post, or transmitted by electronic means, including email, provided that the sender retains proof of sending. Notifications applicable to all Users may, at the Data Holder's discretion, also be provided through the HiConnect portal and/or the Data Holder's website. Any notifications to the Data Holder shall be sent to privacy@hiab.com.

8.3 **Amendments**. The Data Holder reserves the right to unilaterally modify the terms of this Agreement for a valid reason, such as (a) a material change in the provision of the equipment, products or services offered; (b) a change in any applicable law, regulation, or industry standard that necessitates a modification of the terms of this Agreement; or (c) the introduction of new technologies, or a significant change to existing technologies, that materially impacts the provision of the equipment, products or services. The Data Holder shall provide the Customer with a written notice of any intended modification at least thirty (30) days prior to the effective date of such change. Upon receipt of such notice, the Customer shall have the right to terminate this Agreement by providing a written notice of termination to the Data Holder prior to the effective date of the proposed modification. Should the Customer not exercise this right to terminate within the specified timeframe, they shall be deemed to have accepted the modified terms.

8.4 **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 Customer of this in writing.

8.5 **Severability**. If any provision of this Agreement is found to be void, invalid, voidable or unenforceable for whatever reason, and if this provision is severable from the remaining terms of the Agreement, these remaining provisions will continue to be valid and enforceable. Any resulting gaps or ambiguities in this Agreement shall be dealt in accordance with clause 8.6.

8.6 **Interpretation**. This Agreement is concluded by the Parties against the background of the Parties' rights and obligations under the Data Act. Any provision in this Agreement 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.

8.7 **Language**. In case of discrepancies between the English and any translated versions of this Agreement, the English version shall prevail.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 **Governing law**. This Agreement shall be governed by and construed in accordance with the laws of Finland.

9.2 **Feedback loops**. If the Customer identifies an incident related to Data covered by this Agreement or the access arrangements and if the Customer notifies the Data Holder with a detailed description of the incident, the Data Holder and the Customer must cooperate in good faith to identify the reason for the incident. If the Customer considers their access right under Article 4 (1) of the Data Act to be infringed, the Customer is also entitled to lodge a complaint with the competent authority, designated in accordance with Article 37(5), point (b) of the Data Act.

9.3 **Dispute resolution**. The Parties agree to use their best efforts to resolve disputes amicably. In case a dispute cannot be resolved amicably, the courts of Finland shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement.