

This **Contract on data access and use between data holders and data recipients related to connected products and related services** ("Agreement") is made and entered into by and between the parties mentioned below, as of the date of its last signature ("Effective Date")

Between **Kongsberg Precision Cutting Systems Belgium BV**
Kortrijksesteenweg 1087-B
B-9051 Gent
Belgium
KBO (BTW) (BE)(0)759.743.392

Tel: +32-9-396 69 69

(Hereinafter "**KONGSBERG**" or "**Data Holder**")

And **Company name**
Street
City + ZIP
Country

(Hereinafter the "**Recipient**")

referred to below collectively as "the Parties" and individually as "**the Party**".

This agreement is based on Model Contractual Terms as published by the European Commission in 2025, adopted to the use case at hand¹.

This contract is made with regard to:

(a) the following connected product(s) (the '**Product**')

Kongsberg Precision Cutting Systems cutting table, equipped with iPC software v. 3.0 or higher;

(b) the following related service(s) (the '**Related Service(s)**')

a Care plan or any other pre-paid service agreement entered into with Kongsberg or its authorized resellers and service partners

The Recipient declares, that he has been requested to obtain the Data (as defined in this Agreement) by the Requesting User

Company name, Address, contact details, S/N of the Product

declares 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 a service contract.

1. Declarations

Each Party declares that, to the best of their knowledge, the Requesting User is a user (within the meaning of Article 2 (12) of the Data Act) of the Product and Related Service specified in this Agreement.

Each Party declares that the Requesting User has requested that the Data Holder makes available to the Data Recipient the Data specified in this Agreement. Evidence of the request is attached to this Agreement in **Appendix 2**.

The Data Recipient further declares that, to the best of their knowledge, the request is valid under

¹ Available at <https://ec.europa.eu/transparency/expert-groups-register/screen/meetings/consult?lang=en&meetingId=61683&fromExpertGroups=3840>
Data act USER-DATA HOLDER
Rev. 11/2025

applicable law, has not been withdrawn and has not expired. In particular, the Data Recipient declares that it has not made the exercise of choices or rights under the Data Act by the Requesting User unduly difficult, including by offering choices to the Requesting User in a non-neutral manner, or by coercing, deceiving or manipulating the Requesting User, or by impairing the autonomy, decision-making or choices of the Requesting User, including by means of a user digital interface or a part thereof.

The Data Recipient declares that they have entered into a contract with the Requesting User on the use of the Data. According to this contract, the Data will be used exclusively for the following purpose:

Please describe the purpose in detail

The Data Recipient declares that the Data is strictly necessary for fulfilling this purpose.

Both the Data Holder and Data Recipient declare, that the Data does not constitute or qualify as personal data under GDPR.

Data Holder reserves the right to unilaterally adjust or expand the scope of Data collected by the Products. The Data Holder is obligated to inform the Data User of such change by a notice in iPC software, or by other means of direct communication, such as e-mail.

2. Making the Data available

2.1 The data covered by this contract (the '**Data**') consist of any readily available Product Data or Related Service(s) Data within the meaning of the Data Act².

The Data consist of the Data listed in **Appendix 1**, with a description of the type or nature, estimated volume, collection frequency, storage location and duration of retention of the Data.

Both Parties understand, that the Data Holder reserves the right to unilaterally adjust or expand the scope of Data collected by the Products. The Data Holder is obligated to inform the Data User of such change by a notice in iPC software, or by other means of direct communication, such as e-mail. The Data recipient is not obliged to inform the Data Recipient of such changes unless specifically requested.

2.2 The Data Holder must make the Data available to the Data Recipient, with at least the same quality as it becomes available to the Data Holder, 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.

2.3 The Data Recipient must receive access to the Data easily and securely by means of transmission via **XXX**

2.4 The Data Holder must provide to the Data Recipient the means and information strictly necessary for accessing or receiving the Data in accordance with article 5 of the Data Act. This includes, in particular, the provision of information readily available to the Data Holder regarding the origin of the Data and any rights which third parties might have with regard to the data.

2.5 The Data is made available in format, structure and by means decided solely by the Data Holder. The Data Holder may change the format, structure and means of communication at any time if this

² 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) available at <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32023R2854>

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 products or related services offered by the Data Holder or a change in the Data Holder's infrastructure..

2.6 The Data Recipient shall enter into a contract with the Data User on the scope of use of the Data. The scope of such use of Data shall be in accordance with contractual provisions entered into between the Data Recipient and Data Holder and between User and Data Holder at all times.

3. Trade secrets

3.1 The Data shared with the Data Recipient may qualify as trade secrets. The Data Recipient shall protect such Data with the same level of care as utilized to protect their own trade secrets.

3.2 If the Data Recipient fails to implement and maintain sufficient measures to protect such trade secrets, and if this failure is duly substantiated by the Data Holder, the Data Holder is entitled to withhold or suspend the sharing of the specific trade secrets, until the Data Recipient has resolved the issue.

3.3 If the Data Recipient identifies an incident related to Data Quality (such as the Data not being in the agreed upon format or being incorrect), the Data Recipient shall inform the Data Holder of such incident and provide whatever support necessary to allow the Data Holder to analyze the issue. The Data Holder shall strive to address all such issues without undue delay. On receiving this notice, the Data Recipient must address the issue without undue delay (i.e. they must (i) assign the appropriate priority level to the issue, based on its potential detrimental impact and (ii) resolve the issue in consultation with the Data Holder.

3.4 Where the Data Holder exercises the right to withhold, suspend or in any other way end or refuse the data sharing to the Data Recipient it will need to ensure that the particular Data that is the subject matter of the exercising of such right is retained, so that said Data will be made available to the Data Recipient:

(a) once the appropriate protections are agreed and implemented

(b) a binding decision by a competent authority or court is issued requiring the Data Holder to provide the Data to the Data Recipient.

4. Use of Data and sharing with third parties

4.1 The Data Recipient undertakes to process the data made available to them under the Contract only for the purposes and under the conditions agreed with the Requesting User.

The Data Recipient must erase the Data when they are no longer necessary for the agreed purpose, unless otherwise agreed with the Requesting User in relation to Data that are non-personal data.

4.2 The Data Recipient must not make the Data available to another third party, unless it is contractually agreed with the Requesting User, compatible with any protection measures agreed with the Data Holder and compatible with applicable EU or national law.

The Data Recipient must in any case not make the data they receive available to an undertaking designated as a gatekeeper under Article 3 of Regulation (EU) 2022/1925 (Digital Markets Act).

4.3 Where the Data Recipient is permitted to make data available to a third party, the Data Recipient must take appropriate contractual, technical and organisational measures to make sure that:

(a) The third party applies at least the same technical and organizational protection measures as the Data Recipient must apply

(b) the third party uses the data exclusively in a way compatible with this agreement

(c) the Data Holder has at least the same remedies against the third party as against the Data Recipient for use or disclosure of data prohibited under this Agreement and that the

third party is liable towards the Data Holder for any harm caused by such unauthorized use or disclosure of the data.

4.4 The Data Holder 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.

4.5 The Data Recipient must not:

- (a) provide false information to the Data Holder, deploy deceptive or coercive means or abuse gaps in the Data Holder's technical infrastructure designed to protect the data; or
- (b) fail to maintain the protective technical or organisational measures agreed under this Agreement
- (c) alter or remove, without the agreement of the Data Holder, any protective measures applied by the Data Holder
- (d) use the data they received for unauthorised purposes
- (e) use the Data to develop a product that competes with the Product
- (f) use the Data to derive insights about the economic situation, assets and production methods of the Data Holder, or their use of the Data
- (g) use the Data in a manner that adversely impacts the security of the Product or any Related Service
- (h) use Data for the profiling of natural persons, unless this is necessary to provide the service requested by the Requesting User.
- (i) disclose the data to another third party unlawfully or in violation of this agreement

4.6 The Data Recipient must comply, without undue delay, with requests by the Data Holder, the holder of the relevant trade secret (if this is not the same as the Data Holder) or the Requesting User to:

- (a) inform the Requesting User of the unauthorised use or disclosure of the data and measures taken to put an end to this.
- (b) erase the data made available by the Data Holder under this Contract, or obtained in an unauthorised or abusive manner, and any copies of it
- (c) compensate the Data Holder, the Requesting User or protected other third party for any harm suffered from the unauthorised use or disclosure.
- (d) end the production, offering, placing on the market or use of goods, derivative data or services produced on the basis of knowledge obtained through this data, or the importation, export or storage of infringing goods for those purposes.
- (e) destroy any infringing goods, if there is a serious risk that the unlawful use of the Data will cause significant harm to the Data Holder, trade secret holder or User – or where this measure would not be disproportionate, given the interests of the Data Holder, trade secret holder or User.

5. Duration of the Agreement

5.1 This Agreement comes into effect at signature, for a period of two years. The Data Holder shall make available the Data to the Data Recipient no later than 5 business days after a valid request is received by the Data holder.

5.2 Irrespective of the contract period agreed under clause 5.1, this contract terminates:

- (a) upon the destruction of the Product or permanent discontinuation of the Related Service, or when the Product or Related Service is otherwise put out of service or loses its capacity to generate the Data in an irreversible manner; or
- (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) when both Parties so agree, with or without replacing this contract by a new contract.
- (d) when the Data Recipients authorization to receive Data is revoked, expires or is no longer valid for any reason.
- (e) upon termination made by any of the Parties, with a 30-day prior notice, delivered to the other Party.

5.3 Expiry of the contract period or termination of this Contract 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.

Expiry or termination does not affect any provision in this contract which is to operate even after the contract has come to an end, in particular clause on confidentiality, clause on applicable law and clause on dispute resolution, which remain in full force and effect.

5.4 The termination or expiry of the Contract will have the following effects:

- (a) the Data Holder shall immediately cease to share the Data generated or recorded as of the date of termination or expiry with the Data Recipient;
- (b) the Data Recipient shall no longer make any use of the Data.

6. Remedies for breach of this Contract

6.1 In the case of a non-performance by a Party, the aggrieved Party shall have the remedies listed in the following clauses, without prejudice to any other remedies available under applicable law.

6.2 A Party may not resort to any of the remedies to the extent that its own act or state of affairs caused the other Party's non-performance, such as where a shortcoming in its own data infrastructure did not allow the other Party to duly perform its obligations. A Party may also not rely on a claim for damages for loss suffered to the extent that it could have reduced the loss by taking reasonable steps.

6.3 Each Party can

- (a) request that the non-performing Party comply, without undue delay, with its obligations under this Contract, unless it would be unlawful or impossible or specific performance would cause the non-performing Party unreasonable effort or expense;
- (b) request that the non-performing Party erases Data accessed or used in violation of this Contract and any copies thereof;
- (c) claim damages for pecuniary damages caused to the aggrieved Party by the non-performance which is not excused under this Agreement. The non-performing Party is liable only for damages which it foresaw or could reasonably have foreseen at the time of conclusion of this Agreement as a likely result of its non-performance, unless the non-performance was intentional or grossly negligent.

6.4 The Data Holder can also suspend the sharing of Data with the Data Recipient until the Data Recipient complies with their obligations, by giving a duly substantiated notice to the Data Recipient without undue delay if the non-performance of Data Recipient's obligations is fundamental.

7. Confidentiality

7.1 The following information will be considered confidential information:

- (a) information referring to the trade secrets, financial situation or any other aspect of the operations of the other party, unless the other Party has made this information public;
- (b) information referring to the User and any other protected third party, unless they have already made this information public;
- (c) information referring to the performance of this Contract and any disputes or other irregularities arising in the course of its performance;
- (d) the terms and conditions of this Contract.

7.2 Both Parties agree to take all reasonable measures to store securely and keep in full confidence the information referred to in clause 10.1 and not to disclose or make such information available to any third party unless one of the Parties

- (a) is under a legal obligation to disclose or make available the relevant information; or
- (b) has to disclose or make the relevant information available in order to fulfil its obligations under this Contract, and the other Party or the third party providing the confidential information or affected by its disclosure can reasonably be considered to have accepted this; or
- (c) has obtained the prior written consent of the other Party or the party providing the confidential information or affected by its disclosure.

7.3 These confidentiality obligations remain applicable after the termination of the Contract for a period of 5 years.

8. Miscellaneous

8.1 This Agreement is covered by the laws of Belgium. The Parties agree to use their best efforts to resolve disputes amicably and, before bringing a case before a court or tribunal, to submit their dispute to the courts of Belgium.

8.2 This Agreement, including any terms incorporated herein by reference, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior related proposals, negotiations and discussions between the Parties. This Agreement shall not be modified except by a written instrument duly executed by authorized representatives of the Parties. This Agreement may be executed by facsimile signature in two or more counterparts, all of which seen together will constitute one and the same agreement.

8.3 Whenever possible, the provisions of the Agreement shall be interpreted in such a manner that they are valid and enforceable under the applicable legislation. If any provision in the Agreement should be illegal, invalid or non-enforceable, in whole or in part, this shall not cause in any way the illegality, invalidity or non-enforceability of the remaining provisions (or parts thereof) of the Agreement and the Agreement will remain in full force and effect between the Parties, with the exception of the illegal, invalid or non-enforceable provision or part thereof. In that event, the illegal, invalid or non-enforceable provision or part thereof is automatically replaced with the legal, valid and enforceable provision that is the closest to the original provision or part thereof as regards content, bearing and intention.

Appendix I: Details of the data covered by this Contract and of access arrangements

Name of data point
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X

Kongsberg reserves the right to unilaterally expand or adjust the scope of data collected. The Data User shall be informed by a notice in iPC software.

Appendix II: Evidence that the Requesting User has requested that the Data Holder makes available to the Data Recipient the Data specified in this Agreement