
APPENDIX 2 EU DATA ACT

This Addendum amends the Agreement between Factbird ApS ("Factbird") and the Customer ("Customer") on the basis of the Regulation (EU) 2023/2854 (the "EU Data Act") as amended from time to time. This Addendum is intended to ensure that the Agreement is in compliance with the EU Data Act. Capitalized terms used in this appendix shall have the meanings ascribed to them in the End User License Agreement.

1. **Switching Right and Notice**

- 1.1 Customer may (i) switch to another provider of data processing services or (ii) port exportable data and digital assets, or (iii) request erasure of such data and assets, in each case in accordance with Articles 25-30 of the EU Data Act. Customer shall initiate the switching process by a written notice delivered no later than two (2) months ("Maximum Notice Period") before the desired effective date.
- 1.2 The notice shall state (i) Customer's name and VAT number, (ii) the desired effective date, and (ii) the full name, e-mail address and technical contact details of the person or third-party provider authorized to receive the exportable data. A notice submitted by a third party must be accompanied by verifiable proof of Customer's authorization.
- 1.3 Factbird will cooperate in good faith and will not impose contractual, technical or organizational obstacles to switching. Customer shall not use any data obtained pursuant to a switching request under this Addendum to develop a connected product that competes with the connected product from which the data originates, nor shall Customer share such data with any third party for this purpose. Furthermore, Customer shall not use the data to gain insight into the economic situation, assets, or production methods of the manufacturer or, where applicable, the data holder.

2. **Obligations during the transition period**

- 2.1 Upon expiry of the Maximum Notice Period, a mandatory transition period of up to thirty (30) consecutive calendar days ("Transition Period") shall commence.
- 2.2 During the Transition Period Factbird shall:
 - (i) provide reasonable assistance to Customer and any Customer-designated third parties to enable an effective switch;
 - (ii) support Customer's exit strategy relevant to the contracted services, including by making all relevant information available;
 - (iii) exercise due care to maintain business continuity and to continue providing all contracted functionalities and services;

- (iv) provide Customer with clear, written information on any known risk affecting the continuity of the services; and
- (v) maintain a high level of security, including protection of data in transit and at rest, in accordance with applicable union and national law.

2.3 If completion of the switching process within the Transition Period is not technically feasible, Factbird shall, within fourteen (14) business days of receiving Customer's switching request, provide a written, reasoned notice of the technical impediment and propose an alternative Transition Period not exceeding seven (7) months.

2.4 Customer may extend the Transition Period (or the alternative transitional period as extended by Factbird) once for a period that Customer considers more appropriate for its own purposes by notice to Factbird.

3. Data Retrieval

- 3.1 Factbird will at no cost, upon expiry of the Transition Period, make all exportable data and digital assets available for download in a file in a structured, commonly used and machine-readable for a minimum data-extraction period of thirty (30) consecutive calendar days ("Extraction Period"). The categories of exportable data include:
 - (i) data from the Customers productions unit, including the number of produced unit pr. factory, the unit's temperature and vibration;
 - (ii) data submitted by the Customers employees relating to ex quality checks and other activities relation to the production units; and
 - (iii) customer configuration data, ex. the number of factories
- 3.2 If Customer requests a longer Extraction Period, such extended duration may be provided by Factbird or, if applicable, by the Partner, on commercially reasonable terms and at Factbird's then-current rates, provided such extension does not conflict with Article 29 of the EU Data Act, as set out in a separate Order at Factbird's then-current rates.
- 3.3 Except to the extent retention is required by applicable law or agreed in writing, Factbird shall at the end of the Extraction Period irreversibly delete all exportable data and digital assets generated directly by, or directly relating to, Customer.

4. No Switching Costs

- 4.1 No additional fees or penalties will be imposed on the Customer for switching in accordance with this Addendum for requests initiated on or after January 12th, 2027. Prior to January 12th, 2027, any switching fee shall be limited to Factbird's direct, demonstrable costs incurred to execute the switch.

4.2 There are no switching fees as long as the switching is performed in accordance with the Agreement. In no case will Customer be liable to pay fees for the terminated services exceeding what would have been due if the services had not been terminated.

5. Termination

This Addendum shall automatically terminate, and Factbird shall notify Customer of its termination, upon occurrence of any of the following events (as applicable):

- (i) in the case of a switch to another provider of data processing services, upon completion of the Switching; or
- (ii) at the end of the applicable Transition Period, where Customer does not wish to Switch but to erase its exportable data and digital assets upon service termination.

6. Exempted Data

6.1 Only data and digital assets generated directly by Customer or directly relating to Customer will be made available for export.

6.2 The following limited categories are excluded from export in accordance with Article 25(2)(f) of the EU Data Act:

- (i) operational data essential for Factbird's service functionality and security, such as system logs, audit trails, and access logs;
- (ii) data where export would risk a breach of Factbird's trade secrets, provided that such exemptions do not impede or delay the switching process;
- (iii) proprietary configuration files, deployment scripts and source code;
- (iv) data that have been irreversibly anonymized;
- (v) documents that, in accordance with documented retention periods, have already expired, failed or been deleted before receipt of the switching notice; or
- (vi) derived data, including KPIs, calculations and reports based on the customers data are excluded due to a risk of breach of trade secrets.

7. Payment Obligations for Committed Term (Early Termination Fee)

7.1 Customer's payment obligations for the committed term as set out in the applicable Order Form(s) are not affected by Customer's decision to switch providers. If Customer terminates a fixed-term subscription for convenience before the end of the committed term, Customer shall pay an early termination fee equal to the fees that would have become due for the unperformed portion

of the committed term, under the Order Form(s), excluding taxes and any variable usage not subject to a minimum commitment, and with the same payment terms as agreed within the Agreement.

8. Before the parties conclude this Data Act Addendum the following information in relation to the connected product and services is hereby provided, cf. Data Act art. 3

- 8.1 The connected product and services generate industrial metrics in the format of numbers and time stamps. The volume depends on the amount of data points, since the connected product and services generates a data point for every production observation continuously and in real-time. Data is stored temporarily on a device, and for three years on a remote server. The Customer can access the data through Factbird's application and data can be deleted upon the Customers request.
- 8.2 The data holder is Factbird and the data is not available to any third parties. Contact in general and request that the data is shared with a third party can be made to support@factbird.com.
- 8.3 Factbird is the sole owner of any intellectual property rights, including trade secrets, cf. the Agreement, clause 11. The duration of the Agreement is regulated in the agreement clause 12 and in this Addendum clause 5.
- 8.4 The Customer can lodge a complaint alleging an infringement of any of the provisions of this Chapter with the competent authority designated pursuant to Data Act art. 37.

9. Order of Precedence; Effective Date, Amendments

- 9.1 This Addendum prevails over any contrary term in the Agreement solely with respect to switching, data portability, exit assistance and related fees.

Factbird may amend this Addendum with thirty (30) days' prior written notice to the Customer to reflect changes in applicable regulations. Such amendments shall be deemed accepted unless explicitly rejected by the Customer in writing within thirty (30) days of receipt of the notice. In the event of a rejection, Parties shall engage in good faith discussions to seek a mutually agreeable resolution.