

Scope of application

1. This Data Annex ("Annex") is part of the main agreement ("Customer Agreement") between Kalmar Corporation or its affiliates ("Kalmar") and the party purchasing Kalmar products or services ("Customer") (Kalmar and Customer individually a "Party", together the "Parties"), and the terms of the Annex shall be applied as part of, and together with the Customer Agreement.
2. The Parties acknowledge that the products sold under the Customer Agreement ("Product/s") generate data on and relating to the usage of the Products and services, as well as their immediate environment ("Product Data"). This Product Data is stored on the Products and/or local or remote servers controlled by Kalmar, the Customer or a third party. More information about what data is gathered is more closely described in the Kalmar Data Notice <https://www.kalmarglobal.com/legal-notice/eu-data-act/> and Bromma Data Notice <https://bromma.com/eu-data-act/>, whichever is applicable.
3. This Annex and the relevant Data Notice applies to the access and use of Product Data from 12 September 2025 regarding all Products placed on the market of the European Union by Kalmar. This Annex shall apply as a supplement to and shall form an integral part of the Customer Agreement. In case of conflicts between this Annex and the Customer Agreement regarding access and use of Data, this Annex shall prevail.
4. This Annex relates to the gathering and processing of non-personal data. Any processing of personal data in the context of the Annex shall be subject to separate terms relating specifically to personal data.
5. Product Data gathered before 12 September 2025 is not in scope of the Data Act and will not be shared.
6. providing support, warranty, guarantee or similar services ;
7. monitoring and maintaining the functioning, safety and security of the Product or related services and ensuring quality control;
8. improving the functioning of any Product or related service offered by Kalmar or its group companies;
9. developing new products or services, including artificial intelligence (AI) solutions, by Kalmar or Kalmar group companies, or by third parties acting on behalf of Kalmar;
10. aggregating these Product Data with other data or creating derived data; and
11. (not relevant to Bromma:) providing Product Data or data derived from Product Data to third parties for any commercial or research purposes, provided that specific data from the Product or the identity of the Customer cannot be identified from the dataset
10. Kalmar may share with third parties (in particular group companies of Kalmar) the Product Data or use a processing service or platform provided by a third party for the purposes provided above, provided that it ensures that such sharing or use is in pursuit of said purposes. Kalmar agrees not to use the Product Data in a manner that could undermine the commercial position of the user on the markets.

Data Holder and User

6. For the purposes of this Annex, the data holder under the EU Data Act (EU 2023/2854) is the party that controls or holds Data and has the ability to share it with the Customer or third parties, whereas the user under the Data Act is the party from whom the data is gathered.
7. In situations where the data holder is not Kalmar, it is the responsibility of that data holder to ensure that said data holder meets its own obligations under the Data Act, in particular the rights referred to in Sections 10-17 under this Annex. Bromma is always the sole data holder in its own case.
8. In the event Kalmar's counterparty under the Customer Agreement is not the end-customer of the Kalmar products, Kalmar's counterparty undertakes to ensure that the terms of this Annex will be provided as part of the agreement with said end-customer, who shall be deemed the Customer for the purpose of this Annex, and shall be deemed the user under the Data Act.

Rights of Kalmar

9. Regardless of whether the data holder is Kalmar, the Customer, or a third party, the Parties agree that Kalmar has the right to use the Product Data for the following purposes:
 - a. performing any agreement with the Customer or activities related to such agreement (e.g. generating and providing reports or analysis), including using the Product Data for providing online services relating to the Product;

Rights of Customer

11. To the extent that the Product Data is not directly accessible from the Product or related service, the Customer has the right to request a copy of any unprocessed, raw data included in the Product Data and relevant metadata by sending a request using the contact information provided on the Kalmar Data Notice and Bromma Data Notice. However, this right does not apply to Product Data that is derived from the testing of new connected product(s) that are not yet placed on the market. Furthermore, this right does not apply in situations where Kalmar is not the data holder.
12. Product Data, whether received from Kalmar or derived directly from the Product, shall not be provided to Customers not established in the EU.
13. Upon making a request in accordance with Section 10, 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 Kalmar upon duly substantiated request any relevant documentation to support these declarations, where necessary.
14. Kalmar seeks to make the Data available to the Customer within 30 days of receipt of the request by Kalmar. This timetable may be extended unilaterally by Kalmar if the data to be disclosed contains trade secrets or personal data, and the disclosure is delayed because Customer is unwilling or unable to agree on the protective measures for trade secrets or personal data.
15. The Customer undertakes not to use the Product Data to:
 - a. develop a connected product that competes with the Product, nor share the Product Data with a third party with that intent;
 - b. use the Product Data for reverse engineering by the Customer or a third party for the purpose of developing a product mentioned in (a) above;

- c. derive insights about the economic situation, assets and production methods of Kalmar or its group companies;
 - d. use coercive measures to obtain access to Product Data, or to abuse gaps in Kalmar's technical infrastructure which is designed to protect the Product Data;
 - e. share the Product Data with a third-party considered as a gatekeeper under article 3 of Regulation (EU) 2022/1925;
 - f. carry out any purposes that might infringe EU law or applicable national law.
16. Kalmar may require that the Customer signs a confidentiality obligation or a data processing agreement, in the event the Product Data to be disclosed includes trade secrets or personal data. Kalmar may refuse to share Product Data under this clause if the Product Data contains trade secrets or personal data and the Customer refuses to undertake a confidentiality obligation or data processing agreement with respect to the Product Data. In exceptional cases Kalmar can refuse to provide Product Data in case it is highly likely that serious economic damage would result from the disclosure of trade secrets.

Providing Product Data to Third Parties

17. In situations where Kalmar is the data holder, the Customer has the right to request that unprocessed, raw data included in the Product Data and relevant metadata be provided by Kalmar to a third party ("Data Recipient") upon request by the Customer or a party acting on its behalf, by sending an email to the following address: in Kalmar's case, privacy@kalmarglobal.com, and in Bromma's case, the relevant Bromma sales representative.
18. Product Data, whether received from Kalmar or derived directly from the Product, shall not be provided to third parties where the third-party Data Recipient is not established in the EU. This provision shall also apply in instances where the Customer would share the data with the third party.
19. Upon receiving such a request, Kalmar will negotiate with the Data Recipient on the provision of the data under fair, reasonable and non-discriminatory terms in accordance with the Data Act.
20. However, Product Data (either received from Kalmar or derived directly from the Product) shall not be provided to third parties in the following situation:
- a. The Data Recipient would be considered a gatekeeper under Article 3 of Regulation (EU) 2022/1925
 - b. The Product Data is derived from the testing of new connected product(s) that are not yet placed on the market
 - c. The Data Recipient develops, produces or sells products that compete with any Kalmar or Bromma products, or the Product Data would otherwise be provided for developing, producing or selling products that compete with the Products
 - d. The Product Data contains trade secrets and the third party refuses to undertake a confidentiality obligation with respect to the Product Data, or in exceptional cases where disclosing trade secrets included in the Product Data is highly likely to cause serious economic damage
 - e. The Product Data contains personal data and the third party refuses to sign a data processing agreement or undertake other mandatory actions

to comply with applicable personal data protection legislation

Changes to Data

21. Kalmar may unilaterally change the specifications of the Product Data characteristics or the access arrangements, if this is objectively justified by the normal conduct of business of Kalmar (e.g. a technical modification due to an immediate security vulnerability in the line of the products or a change in Kalmar's infrastructure).

Intellectual Property Rights and Proprietary Information

22. For the avoidance of doubt, any intellectual property rights, trade secrets or proprietary information included in, or relating to the Product Data belong to Kalmar or its third-party licensors, and no title to or license in such intellectual property rights, trade secrets or proprietary information is granted to the Customer or any third party hereby. Any rights to use software or related services shall be governed by their own terms.

Entry Into Force, Term and Termination

23. This Annex takes effect from the earliest of the following dates:
- a. first use of a connected Product by the Customer or
 - b. date of acceptance of this Annex by Customer; in any case not before 12 September 2025 when the Data Act enters into force. This Annex continues in force until it is terminated in accordance with the terms of the Customer Agreement.
24. However, in the event the Customer transfers the Product(s) permanently to a third party, the Customer's rights under this Annex shall terminate. In such an event, the Customer undertakes to ensure that the third party who has received the Product(s) is informed of this Annex, and accepts the terms of this Annex as a new Customer under the Annex.
25. This Annex 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; 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.
26. 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.
27. Despite the termination or expiry of the Annex, in (i) Kalmar's case, Kalmar remains entitled to use and share the Product Data generated or recorded before the date of termination as specified in this Annex or the Customer Agreement, and in (ii) Bromma's case, Kalmar remains entitled to use (but not share) the Product Data generated or recorded before the date of termination as specified in this Annex or the Customer Agreement.
28. The Customer undertakes to promptly inform Kalmar in writing if the Product is sold to a new owner or permanently taken out of use.

Miscellaneous

29. 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.
30. 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.
31. 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. "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.
32. 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 33.
33. 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.