



1. Scope

These Data Terms supplement the General Terms and Conditions agreed between the Parties.

These Data Terms govern access to and use of data generated by ebm-papst connected products and, where applicable, related services.

To the extent that these Data Terms contain provisions deviating from the General Terms and Conditions of the ebm-papst companies, these Data Terms shall prevail with respect to data-related matters.

2. Definitions

The terms and definitions used in these Data Terms shall have the meaning assigned to them in Regulation (EU) 2023/2854 on harmonised rules on fair access to and use of data (the "**Data Act**").

ebm-papst shall be considered a "**Data Holder**" within the meaning of the Data Act to the extent that ebm-papst lawfully controls product data collected, generated or obtained through a connected product or related service.

"**Data**" means readily available data collected, generated or obtained by ebm-papst connected products or related services which relate to the performance, use or environment of the product, as well as data in raw or pre-processed form, but excluding inferred or derived data.

"**Readily Available Data**" means data that can be made accessible without disproportionate effort and without measures going beyond a simple operation.

These Data Terms apply to data generated on or after 12 September 2025.

3. Data Access

The Data, together with the metadata required for its interpretation, may be made available to the User or a Data Recipient by ebm-papst upon request through the designated data access procedure.

The Data shall be provided to the User free of charge and shall be of at least the same quality as when it becomes available to ebm-papst.

The User acknowledges that third parties may process Data made available to them only for the purposes agreed with the User and under the conditions agreed with the User. ebm-papst shall not be liable for the absence of such an agreement between the User and the third party.

4. Data Characteristics and Access Arrangements

The User shall receive access to the requested Data in an easy and secure manner, where technically feasible within one month after submission of the request and, where requested and technically feasible, in real time.

ebm-papst shall determine the specific data characteristics and access arrangements in the course of processing the respective request.

ebm-papst shall retain information regarding the User's access to Data only to the extent necessary:

- for the proper processing of the access request;
- for compliance with these Data Terms;
- for the security and maintenance of the data infrastructure; and

- for compliance with statutory retention or record-keeping obligations.

ebm-papst shall be entitled to modify data characteristics or access arrangements. The User shall be informed of material changes at least one month before they take effect, provided that such changes adversely affect access to or use of the Data and do not result from urgent security measures.

5. Use of Data by the User

The User may use the Data made available in accordance with applicable law and subject to the provisions of these Data Terms.

The User shall not use the Data to develop competing products or services, nor disclose the Data to any third party for such purpose, nor use the Data to derive insights into the economic situation, assets or production methods of ebm-papst. Furthermore, the User shall not obtain access to Data through the abusive exploitation of vulnerabilities in technical safeguards and shall not disclose Data to undertakings designated as gatekeepers within the meaning of Regulation (EU) 2022/1925.

Where the User is a business entity, the following shall additionally apply:

- The Data may only be used for internal business purposes.
- The Data may only be disclosed to service providers acting on behalf of the User.

The Parties acknowledge that these restrictions do not unreasonably impair the legitimate interests of the User.

6. Breach of these Data Terms

Any breach of these Data Terms shall also constitute a breach of the General Terms and Conditions.

In addition, the aggrieved Party may require the immediate deletion of any Data used in violation of these Data Terms and all copies thereof.

7. Confidentiality

The termination of the agreement shall not affect either the User's existing rights to access Data previously generated within a reasonable period of time or any continuing confidentiality obligations.

Both Parties undertake to adequately protect confidential information and to disclose such information to third parties only where required by law or where prior consent has been obtained.

Any stricter obligations arising under the General Terms and Conditions, the GDPR, ePrivacy legislation, trade secret protection laws or any other applicable law shall remain unaffected.