

SAUTER – DATA ACCESS AND USE TERMS FOR USERS OF CONNECTED PRODUCTS AND RELATED SERVICES

I. SCOPE OF THE TERMS

- a) These terms (the **Terms**) apply, together with a cover sheet or other agreement to which they may be attached, between SAUTER (as the "data holder" within the meaning of the Data Act, where applicable) and User (as the "data user" within the meaning of the Data Act, where applicable) and govern the access to and use of the Covered Data, and the use of Data from a Product by SAUTER and other companies of the SAUTER Group. They apply to the specific Product for which User has acquired or acquires a right of use on the basis of the **Main Contract**, which shall be the agreement specified in the cover sheet or the agreement to which the Terms are attached. If these Terms are attached to an agreement with SAUTER, User shall be the counterparty of SAUTER according to such agreement. Both are the **Parties**.
- b) User represents and guarantees that it is either the owner of the Connected Product or is contractually entitled to use the Connected Product and/or receives the Related Service on the basis of the Main Contract at the time of any Access Request made hereunder. User undertakes to provide SAUTER, upon request, with all relevant documents to prove the above representations, where necessary.
- c) If it is agreed on the cover sheet or agreement to which these Terms are attached that the Covered Data shall not include Personal Data (e.g., "Only Non-Personal Data" option), then User represents and guarantees to SAUTER that the Covered Data does never contain any Personal Data, and accordingly, Section V of these Terms does not apply. In such a case, User shall indemnify SAUTER, other companies of the SAUTER Group and/or SAUTER resellers and hold them harmless in respect of any claims by a data subject in relation to the handling of their Personal Data by them, including claims brought by a data subject asserting the violation of their rights under applicable data protection laws, where such claims are a consequence of User's breach of the foregoing obligation.
- d) These Terms and the cover sheet or agreement to which they are attached are the entire agreement of the Parties governing the User's access to the Covered Data from SAUTER under Article 4 of the Data Act and sharing of Covered Data to third parties under Article 5 of the Data Act. The application of any general terms and conditions or other provisions of User is disclaimed, even if previously agreed.

II. DEFINITIONS

In these Terms, the following terms shall have the meanings defined below:

- a) **Access Request** means a request made by User (or a party acting on behalf of User, as the case may be) to access the Covered Data, including the relevant metadata necessary to interpret and use the Covered Data, for itself in accordance with Article 4(1) of the Data Act or for a third party data recipient in accordance with Article 5(1) of the Data Act.
- b) **Connected Product** means is a machine, device or other item manufactured or sold by a company of the SAUTER Group that obtains, generates or collects data concerning its use or environment and is able to communicate that data via a publicly available electronic communications service, a physical connection or on-device access, and whose primary function is

not the storing, processing or transmission of data. <https://sauter.swiss/cpi>.

- c) **Covered Data** means all Data, including relevant metadata, which is generated by a Product, for which SAUTER qualifies as a data holder within the meaning of the Data Act, which is readily available to SAUTER and for which SAUTER is required to provide User or a third party with access to it, all as set out in Article 4 or Article 5 of the Data Act.
- d) **Data** means any digital representation of acts, facts or information and any compilation of such acts, facts or information, including in the form of sound, visual or audio-visual recording.
- e) **Data Act** means the Regulation (EU) 2023/2854 of the European Parliament and of the Council of December 13, 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828.
- f) **GDPR** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- g) **SAUTER** means the company of the SAUTER Group that offers the Connected Product or the Related Service and with which User enters into these Terms, by way of the cover sheet or the agreement to which these Terms are attached or, as the case may be, Fr. SAUTER AG as the developer of Connected Products and provider of Related Services within the SAUTER Group.
- h) **SAUTER Group** means all companies listed under <https://sauter.swiss/sg>
- i) **Personal Data** means any information relating to an identified or identifiable individual. This includes direct identifiers (e.g., names, contact details) and indirect identifiers (e.g., device IDs, location data) that can be linked to an individual.
- j) **Product** is any Connected Product listed under <https://sauter.swiss/cpi>, or Related Service listed under <https://sauter.swiss/RSI>, or that is referred to on the cover page, or governed by the agreement, to which these Terms are attached.
- k) **Related Service** means a digital service offered by a company of the SAUTER Group, other than an electronic communications service, including software, which is connected with the Connected Product at the time of the purchase, rent or lease in such a way that its absence would prevent the Connected Product from performing one or more of its functions, or which is subsequently connected to the Connected Product by the manufacturer or a third party to add to, update or adapt the functions of the connected product: <https://sauter.swiss/RSI>
- l) **Section** means a section of these Terms.

III. DATA USE AND SHARING BY SAUTER

A. Data Use by SAUTER

- a) SAUTER and the SAUTER Group may use the Covered Data that is non-Personal Data and other Data of a Product, where applicable, for the purposes agreed with User as follows:
 - (i) performing any agreement with User or activities related to such agreement (e.g. issuing invoices,

- generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit);
- (ii) providing support, warranty, guarantee or similar services or to assess User's, SAUTER NSO's or third party's claims (e.g. regarding malfunctions of the Product) related to the Product;
 - (iii) monitoring and maintaining the functioning, safety and security of the Product and ensuring quality control;
 - (iv) improving the functioning of any product or related service offered by SAUTER or another company of the SAUTER Group;
 - (v) developing new products or services, including artificial intelligence solutions, by SAUTER NSO or the SAUTER Group, by third parties acting on behalf of SAUTER (i.e. where SAUTER decides which tasks will be entrusted to such parties and benefits therefrom), in collaboration with other parties or through special purpose companies (such as joint ventures);
 - (vi) aggregating the Covered Data and other Data of a Product 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 Covered Data transmitted to SAUTER from the Product to be identified or allow a third party to derive the Covered Data from the dataset.
- b) SAUTER and the SAUTER Group undertakes not to use the Covered Data:
- (i) to derive insights about the economic situation, assets and production methods of User, or about the use of the Product by User in any other manner that could undermine the commercial position of User in the markets in which User is active; or
 - (ii) in a way that is otherwise significantly detrimental to the legitimate interests of User.

B. Data Sharing by SAUTER and Use of Processing Services

- a) SAUTER may make available the Covered Data that is non-Personal Data, together with the relevant metadata necessary to interpret and use such Covered Data, as well as other Data of a Product to other companies of the SAUTER Group or third parties (in particular suppliers), provided they use the Covered Data for the purposes specified in Section III.A.a) taking into account Section III.A.b). SAUTER and any of these other parties are free to outsource the processing of Covered Data and other Data to third parties or otherwise delegate such processing.
- b) Upon an Access Request by User or a party acting on behalf of User, SAUTER shall make available the Covered Data, as well as the relevant metadata necessary to interpret and use such Covered Data, to a third party data recipient (as defined in the Data Act) designated by User, as provided for under Article 5(1) of the Data Act. SAUTER provides information on the modalities of such an Access Request at in the Related Services Inventory <https://sauter.swiss/RSI>. Such an Access Request has to be submitted substantially in the form as set out in [Appendix B \(Form for an Access Request by the User to Make Data Available to a Third Party\)](#). User agrees, and undertakes to agree with the third party, that SAUTER shall make the requested Covered Data available to the third party in accordance with SAUTER's standard

process or as SAUTER otherwise reasonably determines in compliance with the Data Act, and that SAUTER shall not be required to follow the third party's procedures or agree to its terms. It is the responsibility of User to agree with the third party on the permitted purposes and conditions of its use of the Covered Data, and SAUTER shall not have any liability when, following an Access Request, it provides to the third party what it reasonably considers to be the relevant Covered Data (and any other Data of a Product, as the Parties may agree). User shall upon request inform SAUTER of the purpose for which third party may use the Covered Data, and User hereby represents and guarantees that it has bound the third party to comply with such restrictions. SAUTER may refuse to provide the Covered Data that is a trade secret as per Section VI to the third party if it reasonably determines that such disclosure is not strictly necessary to fulfil such purpose or if no purpose has been agreed by the User and the third party or if the third party refuses to agree on proportionate technical and organizational measures to protect such trade secrets (Article 5(9) of the Data Act).

- c) User hereby represents and guarantees to SAUTER that such third-party recipient is in any event not a gatekeeper under Article 3 of Regulation (EU) 2022/1925 and any such request will not be made in the context of the testing of new Connected Products, substances or processes that are not yet placed on the market.

C. Other Rights

The foregoing Sections shall not operate to restrict any broader or other rights of SAUTER or other companies of the SAUTER Group to use or make available Covered Data or other Data of products granted by other agreements.

IV. DATA ACCESS AND USE BY USER

A. Direct Data Access from the Product

User has the option, insofar as the design of the Product provides for it, to access the Covered Data directly from the Product in accordance with the information provided by SAUTER, where applicable.

B. Data Access Upon User's Request

- a) Insofar as the Covered Data cannot be accessed directly from the Product and the Data Act is applicable, the following terms shall apply in relation to User's access to the Covered Data through SAUTER:
 - (i) Upon an Access Request by User, SAUTER will make the Covered Data, together with the relevant metadata necessary to interpret and use the Covered Data, available to User. SAUTER provides information on the modalities of such an Access Request in the Related Services Inventory <https://sauter.swiss/RSI>. Such an Access Request has to be submitted substantially in the form as set out in [Appendix A \(Form for an Access Request by the User\)](#);
 - (ii) SAUTER undertakes to make the Covered Data, together with the relevant metadata necessary to interpret and use the Covered Data, accessible to User free of charge upon request presented by User, as set forth in Article 4(1) of the Data Act. SAUTER will comply with such request if, in its reasonable assessment, the requestor is the authorized User, without further verification. SAUTER shall not be liable under these Terms for doing so. [SAUTER shall make the Covered Data subject to the request available to User according to SAUTER's

standard process or as SAUTER otherwise reasonably determines in compliance with the Data Act, and as further agreed between the Parties;

- (iii) If User identifies a malfunction in connection with the Covered Data, User's access rights or the data quality and the access arrangements, and if User notifies SAUTER with a detailed description of the malfunction, SAUTER and User shall cooperate in good faith to determine the cause of the malfunction. If the malfunction is due to a breach of duty by SAUTER, SAUTER is obliged to remedy the malfunction within a reasonable period of time;
- (iv) SAUTER may, in good faith, unilaterally change the specifications of the Covered Data or the access arrangements if this is objectively justified by the general business activities of SAUTER or the SAUTER Group - for example, by a technical change due to an immediate security vulnerability in the product line or the related services, or a change in the (digital) infrastructure of SAUTER or the SAUTER Group. SAUTER shall inform User by appropriate means;
- (v) SAUTER may use the services of a third party (including a third-party providing Data Intermediation Services as defined by Article 2 of Regulation (EU) 2022/868) to allow the exercise of User's data access rights under this Terms. Such third party shall not be considered a data recipient within the meaning of the Data Act, unless it processes the Covered Data for its own business purposes.

C. Unauthorized Data Use and Sharing by User

- a) User undertakes not to engage in the following:
 - (i) use the Covered Data or other Data of a Product to develop a Product that competes with the Product, nor share the Covered Data with a third party with that intent;
 - (ii) use such Covered Data or other Data of a Product to derive insights about the economic situation, assets and production methods of SAUTER or other companies in the SAUTER Group;
 - (iii) use coercive measures to obtain access to the Covered Data or other Data of a Product or, for that purposes, abuse gaps in the technical infrastructure of SAUTER or the SAUTER Group which is designed to protect the Covered Data or other Data;
 - (iv) share the Covered Data with a third party that is considered a gatekeeper under Article 3 of Regulation (EU) 2022/1925;
 - (v) use the Covered Data or other Data of a Product it receives for any purposes that infringe EU law or applicable national law.
- b) Furthermore, and in accordance with Article 4(2) of the Data Act, User and SAUTER agree to restrict processing that could undermine the security requirements for the Product as laid down in EU or national law and could lead to serious adverse effects on the health, safety, or security of natural persons.
- c) SAUTER may apply appropriate technical protection measures to prevent unauthorized access to the Covered Data and to ensure compliance with these Terms. User agrees not to modify or remove such technical protection measures unless previously agreed by SAUTER.

V. PERSONAL DATA

If and to the extent that the GDPR is applicable, the following terms shall apply: Insofar User requests access to the Covered data that contains Personal Data of a data subject who is not the User, SAUTER shall only make the Covered Data (in full or limited to Personal Data) available to User or a third party as per User's request under Article 5 of the Data Act only if User has demonstrated to the reasonable satisfaction of SAUTER that there is a valid legal basis for the provision of personal data in accordance with Article 6 of the GDPR and, where applicable, that the conditions of Article 9 of the GDPR and Article 5(3) of Directive 2002/58/EC (Directive on privacy and electronic communications) are met. In such a case, User shall provide the appropriate evidence of the legal basis for the processing in accordance with Article 6 of the GDPR (and, where applicable, the applicable derogations under Article 9 of the GDPR and Article 5(3) of Directive (EU) 2002/58) together with its Access Request or if requested by SAUTER. Such evidence shall be limited to what is necessary in SAUTER's reasonable discretion.

VI. TRADE SECRETS

- a) If and to the extent the Covered Data or other Data of a Product is protected as a trade secret within the meaning of Article 2(1) of Directive (EU) 2016/943 or otherwise under applicable law (**Trade Secret**), the following terms shall apply:
 - (i) Each Party undertakes to maintain strict confidence with respect to the Covered Data or other Data of a Product insofar it contains a Trade Secret of the other Party, and to use commercially reasonable efforts not to make such Trade Secrets available in any form to any third party in whole or in part outside the clear conditions set forth in Sections III.B and VI, including Section VI.a)(vi). Each Party may notify to the other party which Covered Data or Data it considers a Trade Secret, which shall be deemed accepted by the other Party unless disputed within five (5) days following such notification, and the Parties may agree so in the cover sheet or agreement to which these Terms are attached;
 - (ii) Each Party may itself take measures to preserve the confidentiality of the Covered Data or other Data of a Product insofar it contains a Trade Secret. SAUTER may also unilaterally take appropriate technical and organizational protective measures if these do not impair the access and use of the Covered Data by User under these Terms. In addition, SAUTER may reasonably request User to enter in a separate contract or otherwise agree on additional (User-side) technical and organizational measures to preserve the confidentiality of Trade Secrets. If the initially agreed measures are not sufficient, each Party may, in individual cases, either unilaterally increase the measures or demand that additional measures be agreed with the other Party. If no agreement is reached on the necessary measures or if the User does not comply with the agreed measures, SAUTER may suspend the disclosure of certain Covered Data protected as Trade Secrets under the conditions set out in the Data Act;
 - (iii) SAUTER or a third-party Trade Secret holder may also, on a case-by-case basis, refuse to disclose certain identified Trade Secrets, exclusively in exceptional cases and under the conditions set out in the Data Act;
 - (iv) If User breaches its obligations to protect Trade Secrets, SAUTER or the holder of the trade secret may

refuse or suspend the disclosure of the Covered Data, without prejudice to other legal remedies available to SAUTER under these Terms or under applicable law, SAUTER shall have the rights under Article 11 of the Data Act;

- (v) Before User makes the Covered Data or other Data of a Product protected as a Trade Secret accessible to a third party, and subject that the protective measures agreed permit such making available, User must inform SAUTER reasonably in advance that Data protected as a Trade Secret is to be made accessible to a third party, specify the Data concerned and provide SAUTER with the identity, registered office and contact details of the third party. The protective measures agreed by the Parties, if any, must be transferred to third parties with the same obligation, including the same obligation in the event of additional disclosure by third parties;
- (vi) In order to verify whether and to what extent User has implemented and maintains SAUTER's protective measures, User agrees to either (i) obtain an audit report annually at User's expense to assess security compliance from an independent third party selected by User or (ii) permit an audit at SAUTER's expense to assess security compliance from an independent third party selected by SAUTER. User will provide, at no additional cost, any reasonably requested information and other support to evidence its compliance with these Terms.

VII. TRANSFER OF USE AND MULTIPLE USERS

- a) If User transfers (i) ownership of the Connected Product or (ii) its temporary rights to use the Connected Product and/or (iii) its rights to receive the Related Service to a subsequent or additional user, User shall inform SAUTER beforehand, provide the subsequent or additional user's contact details and have such user conclude an agreement with SAUTER on the terms and conditions for data access and data use set out in these Terms.
- b) User agrees that SAUTER may provide to any such subsequent or additional user any Covered Data or other Data from Products as that exists on or after the date on which such subsequent or additional user has become a user of the Product at issue as set out in the Data Act, and that SAUTER shall not be required to have any Data, including any Personal Data contained therein, and any pre-existing Data, removed beforehand.
- c) The right to access Covered Data or request the provision of Covered Data to third parties, and any other right of User hereunder, ends upon the User no longer qualifying as a "user" under the Data Act for the relevant Product.
- d) If User's failure to comply with its obligations under Section VII.a) results in SAUTER or companies of the SAUTER Group using and sharing the Covered Data without a contract with the subsequent or additional user or in breach of the Data Act, User shall indemnify SAUTER and any company of the SAUTER Group and hold them harmless in respect of any claims by the subsequent or additional user against SAUTER or any company of the SAUTER Group for the use of the Covered Data after the transfer or temporary use of the Product.

VIII. ENTRY INTO FORCE, TERM AND TERMINATION

- a) The Terms shall enter into force upon the execution of the cover sheet or upon the inclusion of these Terms in the agreement to which they are attached. They shall apply for an indefinite period of time, unless terminated as follows; this applies irrespective of an earlier fulfillment, expiry or termination of the agreement to which they are attached (in which case these Terms shall continue to apply as a contract between the Parties). The right to extraordinary termination for good cause remains unaffected for both Contracting Parties. Termination must be in writing.
- b) These Terms shall terminate ordinarily:
 - (i) upon the destruction of the Product;
 - (ii) upon the Product irreversibly losing its ability to generate the Covered Data;
 - (iii) upon the User losing ownership of the Product or if User's rights in relation to the Product under the Main Contract or User's right to receive the Related Service terminate; this termination shall not affect the ongoing contract between SAUTER and any subsequent or additional user in accordance with Section VII; or
 - (iv) if both Parties mutually agree to terminate these Terms; this termination shall not affect the ongoing contract between SAUTER and any subsequent or additional user in accordance with Section VII.
- c) The expiry or termination of these Terms shall not affect the provisions of these Terms which continue to apply after its termination, in particular Sections V (including any protective measures agreed in this regard by the Parties), VI and VII.
- d) Upon termination or expiry of these Terms, (i) the cover sheet, if any, shall also terminate, (ii) SAUTER shall cease to retrieve the generated or stored Covered Data from the time of termination of the Terms, and (iii) SAUTER and the SAUTER Group shall remain entitled to use, exploit and make available the Covered Data or other Data of a Product generated or obtained prior to the time of termination of the Terms as set out in these Terms, subject to Section III.A.b).

IX. FINAL PROVISIONS

- a) Any amendments and additions to these Terms, including its Sections, shall be made in writing. SAUTER may at any time request an amendment to these Terms to the extent that the Data Act, its interpretation or other reasons of data protection, data security, or confidentiality require this according to its reasonable assessment; User shall not refuse such an amendment without good reason.
- b) These Terms shall be considered a separate agreement in addition to the Main Contract. In the event of a conflict between the provisions of these Terms and the provisions of the Main Contract, the provisions of these Terms shall prevail if and to the extent that they relate to the access to and use of the Covered Data.
- c) Should individual provisions of the Terms be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by the statutory provisions. Should it emerge that the Terms contains a regulatory gap, a reasonable provision shall apply which comes closest to what the Parties would have intended if they had been aware of the invalidity, unenforceability or gap.

- d) The provisions of these Terms shall be governed by and construed in accordance with the substantive laws indicated in the Main Agreement and all disputes arising out of or in connection with these Terms shall be submitted to the jurisdiction indicated in the Main Agreement. If the Main Agreement does not contain provisions on applicable law and jurisdiction, these Terms shall be governed by and construed in accordance with the substantive laws of Switzerland and all disputes arising from or in connection with these Terms shall be submitted to the jurisdiction of the courts of Basel (Switzerland).

APPENDIX A: FORM FOR AN ACCESS REQUEST BY THE USER

This Appendix A contains the form for an access request by the user contained in Appendix 2 of Annex I of the "Model Contractual Terms for Contracts on Data Access and Use Between Data Holders and Users of Connected Products and Related Services" (**Data Holder to Data User MCT**), as published in the "Final Report of the Expert Group on B2B Data Sharing and Cloud Contracts" (2 April 2025) and available at: <https://ec.europa.eu/transparency/expert-groups-register/screen/meetings/consult?lang=en&meetingId=61683&fromExpertGroups=3840>. The content was prepared by the Expert Group on B2B Data Sharing and Cloud Contracts, established by the European Commission.

Correspondence table:

In the form below, the following terms shall have the meanings set out below for the purposes of these Terms:

The terms in the form...	...shall mean the following under these Terms
"User", "data holder", "product", "service", "data", and "personal data"	"User", "SAUTER", "Connected Product", "Related Service", "Covered Data", and "Personal Data", respectively, to the extent applicable
"Contract n°"	Reference number in the Main Contract, including these Terms
"Modalities for access to the data" and "destination of the transfer"	Those defined in Section IV.B.a) of these Terms, to the extent applicable

Form:

Identification of the user	Name: [Specify] Contract n°: [Specify]
Identification of the person making the request on behalf of the user (if applicable)	Name: [Specify] Relationship with the user: [Specify]
Products and/or services concerned by the request	Product/service 1: [Specify (e.g. serial number)] Product/service 2: [Specify (e.g. serial number)]
Data concerned by the request	<input type="checkbox"/> All data which is readily available to the data holder <input type="checkbox"/> Including personal data <i>If the user is not the data subject, specify valid legal basis for processing under Article 6 of Regulation (EU) 2016/679 and, where relevant, how the conditions of Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC are fulfilled</i> <input type="checkbox"/> After anonymization <input type="checkbox"/> Only non-personal data <input type="checkbox"/> Other: [Specify]
Date of data concerned by the request	<input type="checkbox"/> Past data: [Specify the period] <input type="checkbox"/> Future data: [Specify the period]
Timing of access to the data	<input type="checkbox"/> Without undue delay <input type="checkbox"/> Continuously <input type="checkbox"/> Realtime <input type="checkbox"/> With appropriate frequency <input type="checkbox"/> Other: [Specify]
Modalities for access to the data	<input type="checkbox"/> Option 1 proposed by the data holder <input type="checkbox"/> Option 2 proposed by the data holder
Destination for the transfer	[Specify depending on the answer to the previous point]
Date of the request	[Specify]

APPENDIX B: FORM FOR AN ACCESS REQUEST BY THE USER TO MAKE DATA AVAILABLE TO A THIRD PARTY

This Appendix B contains the form for an access request by the user to make data available to a third party contained in Appendix 3 of Annex I of the Data Holder to Data User MCT, as published in the "Final Report of the Expert Group on B2B Data Sharing and Cloud Contracts" (2 April 2025) and available at: <https://ec.europa.eu/transparency/expert-groups-register/screen/meetings/consult?lang=en&meetingId=61683&fromExpertGroups=3840>. The content was prepared by the Expert Group on B2B Data Sharing and Cloud Contracts, established by the European Commission.

Correspondence table:

In the form below, the following terms shall have the meanings set out below for the purposes of these Terms:

The terms in the form...	...shall mean the following under these Terms
"User", "data holder", "product", "service", "data", "personal data", and "non-personal data"	"User", "SAUTER", "Connected Product", "Related Service", "Covered Data", and "Personal Data", respectively, to the extent applicable
"Contract n°"	Reference number in the Main Contract, including these Terms
"Appendix 1 of the contract between the user and the data recipient"	The Covered Data as defined in the covered sheet or the agreement to which these Terms are attached, to the extent applicable
"Appendix 2 of the contract between the user and the data recipient"	Appendix A of these Terms, to the extent applicable

Form:

Identification of the user	Name: [Specify] Contract n°: [Specify]
Identification of the person making the request on behalf of the user (if applicable)	Name: [Specify] Relationship with the user: [Specify]
Products and/or services concerned by the request	Product/service 1: [Specify] Product/service 2: [Specify]
Data concerned by the request Please note: does not apply in the context of the testing of new connected products, substances or processes that are not yet placed on the market	<input type="checkbox"/> Option 1: All data which is readily available to the data holder <input type="checkbox"/> Option 2: Specify, in accordance with appendix 1 of the contract between the user and the data recipient specifying the data to be shared with the data recipient <input type="checkbox"/> Option 3: As specified by the data recipient in appendix 2 of the contract between the data holder and the data recipient
If the data includes personal data	[Specify valid legal basis for processing under Article 6 of Regulation (EU) 2016/679 and, where relevant, how the conditions of Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC are fulfilled]
Identification of the third party Please note: cannot be a gatekeeper under Article 3 of Regulation (EU) 2022/1925	Name: [Specify] Contact details: [Specify]