

TERMS AND CONDITIONS OF DATA USE FOR CONNECTED PRODUCTS

These Terms and Conditions of Data Use (“Terms”) are effective between the Equipment manufacturer (“Vermeer” or “Data Holder”) and each registered owner (“User”) of the Vermeer products described below, provided that the User is located in the European Union. **These Terms are not applicable to any registered owner or other person or user located outside the European Union.** By purchasing the Equipment, or by continuing to use the Equipment after September 12, 2025, the User agrees to these Terms. Vermeer and the User may be referred to throughout these Terms as a “Party,” or together as the “Parties.” Unless otherwise defined herein, capitalized words and phrases appearing in these Terms shall have the meanings given to them in Regulation (EU) 2023/2854.

1. **Scope.** These Terms govern the use, sharing, and accessibility of Readily Available Product Data generated by Vermeer Connected Products (“Equipment”). Equipment is considered a “Connected Product” only if it obtains, generates, or collects data concerning its use or environment and is able to communicate Product Data, whether via an electronic communications service, physical connection, or on-device access. Connected Products do not include any product or device whose primary function is the storing, processing or transmission of data on behalf of a party other than the User.

The data covered by these Terms (“Data”) consists of any Product Data that is “readily available,” as that phrase is defined in Regulation (EU) 2023/2854. The categories of Product Data generated by the Equipment are listed in Appendix 1, which may be updated from time to time at Vermeer’s discretion, as the categories of data readily available to the User and generated by the Equipment change.

2. **Use of Non-Personal Data (Vermeer).** Vermeer may use non-personal Data for the purposes set out in Appendix 1.

The User acknowledges and agrees that aggregated data, data analyses, derived data, and any other Data that is not “readily available,” as that phrase is defined in Regulation (EU) 2023/2854, may be used, shared, or otherwise processed at Vermeer’s discretion. Notwithstanding the foregoing, and for the sake of clarity, any Data shared with third parties which constitutes Personal Data within the meaning given by Regulation (EU) 2016/679 will be shared consistently with the Vermeer Corporation Data Privacy Policy and any related User consents or notices, and with applicable law, as indicated in Section 4 hereof.

Vermeer will refrain from using any Data to derive insights about the economic situation, assets or production methods of the User, or about the use of the Equipment by the User in any other manner that could undermine the commercial position of the User on the markets in which the User is active. Vermeer will make commercially reasonable efforts, including by appropriate organizational and technical means, to prevent third parties inside or outside of Vermeer from using Data as described in this paragraph.

3. **Sharing of Non-Personal Data (Vermeer).** Vermeer may share non-personal Data with third parties, provided the Data is used by the third party exclusively to fulfill, or to assist Vermeer in fulfilling one or more of the purposes described in Appendix 1, whether independently or in collaboration with Vermeer or others.

Before sharing Data with any third party, Vermeer will ensure a contract is executed with such third party which ensures that:

- a. The Data may not be used except to fulfill, or to assist Vermeer in fulfilling one or more of the purposes described in Appendix 1.
- b. The third party will employ protective measures for the Data that are at least as strong as those it employs to protect its own data of a similar nature, and in no event less than reasonable protections.
- c. The third party may not share the Data further unless the User grants general or specific agreement for such further transfer, or unless the Data sharing is required, in the interest of the User, to fulfill these Terms or any contract between the third party and the User.

For the avoidance of doubt, the User hereby agrees that any third party with which Vermeer shares Data for a purpose permitted in this Section 3 may share that Data with others as may be necessary to achieve the permitted purpose(s) for which it was originally shared with the third party.

Notwithstanding the foregoing or anything to the contrary herein, the User agrees that Vermeer, as well as any third party with which Vermeer shares Data in accordance with this Section 3, 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 permitted purposes described in this Agreement.

4. **Use and Sharing of Personal Data.** The collection, use, and any other processing of data generated by the Equipment which constitutes Personal Data (as defined in Regulation (EU) 2016/679) is subject to the Vermeer Corporation Data Privacy Policy, available at <https://www.vermeer.com/privacy>, to any Notice of Personal Information Processing that Vermeer provides to the User, and to any consent which the User provides to Vermeer. All such processing of Personal Data will be in accordance with applicable data privacy law, including but not limited to Regulation (EU) 2016/679.

The sharing of Personal Data with third parties is subject both to the limitations on sharing of non-personal Data specified in Section 3 hereof and any additional limitations specified in Vermeer's Privacy Policy, in applicable Notices of Personal Information Processing provided by Vermeer to the User, in any applicable consent which the User provides to Vermeer, or otherwise resulting from the application of applicable data privacy law, including but not limited to Regulation (EU) 2016/679.

5. **Data Protection Measures.** Vermeer has implemented an information and data security program that contains administrative, technical and physical controls designed to reasonably

safeguard the Data, including non-personal Data and Personal Data. To the extent technical measures designed to protect Data are incorporated in the Equipment, the User agrees not to alter or remove such technical protective measures. Nor shall the User employ coercive or deceptive means or abuse gaps in such technical protective measures in order to obtain access to Data.

6. **Data Access Requests.** Vermeer will make the Data, together with relevant metadata necessary to interpret and use the Data, accessible to the User at the User's request or at the request of a party acting on behalf of the User. Requests can be made by email to privacy@vermeer.com, specifying at least the User's name (or the name of the business entity to which the Equipment is registered), the model number and 17-digit PIN or VIN of the Equipment, the month and year in which the Equipment was purchased, and the name of the authorized Vermeer dealership from which the Equipment was purchased, if applicable. In cases where the authority of the requester to access Data on the User's behalf is in question, Vermeer reserves the right to request such additional information as may be necessary to reasonably verify the requester's authority.

To the extent a request for access to Data concerns any Personal Data, Vermeer's handling of such request will conform to the requirements of Regulation (EU) 2016/679. Additional information may be needed to verify the User's identity before such requests can be resolved. If the User is not the data subject to which the Personal Data relates, Vermeer will only share the Personal Data if there is a valid legal basis for making it available and the applicable conditions set out in Article 9 of Regulation (EU) 2016/679 and Article 5(3) of Directive 2002/58/EC are met. As such, when the User is not the data subject to whom the Personal Data relates, the User must indicate to Vermeer the legal basis for processing the Data under Article 6 of Regulation (EU) 2016/679 (and, where relevant, the applicable derogation under Article 9 of that Regulation and Article 5(3) of Directive 2002/58/EC) upon which the making available of Personal Data is requested.

7. **Data Characteristics and Access Arrangements.** Vermeer will provide the User, at no additional cost, the means and information strictly necessary for accessing the Data in accordance with Article 4 of Regulation (EU) 2023/2854. This includes, in particular and where applicable, the information readily available to Vermeer regarding the origin of the Data and any rights that third parties may have with regard to the Data, such as rights of data subjects arising under Regulation (EU) 2016/679, or facts that may give rise to such rights.

In accordance with Regulation (EU) 2023/2854, Vermeer will make Data available to the User free of charge, with at least the same quality as it becomes available to Vermeer, and in any case in a comprehensive, structured, commonly used, and machine-readable format, together with the relevant metadata necessary to interpret and use those Data (if any). Relevant Data characteristics are set out in Appendix 1.

Vermeer or the User may choose to engage the services of a third party to facilitate and carry out the User's request for Data access. In such cases, the third party will not be considered a Data Recipient under Regulation (EU) 2023/2854 unless such third party processes the Data for its own

business purposes. Vermeer or the User (as applicable) must inform the other Party in advance of engaging a third party to facilitate the User's request.

Vermeer will provide the User access to the Data:

- a. Easily and securely, and either by transmitting a copy of the Data to the User or by providing the User access to the Data where it is stored. Vermeer will choose the means by which the data are made available, and
- b. Without undue delay after the Data becomes available to Vermeer, and
- c. Upon request of the User (or an individual authorized to make a request on behalf of the User), or, if appropriate and technically feasible, continuously and in real-time.

Additional details about the manner and characteristics of access arrangements are set forth in Appendix 1.

8. **User-Identified Breaches.** If the User believes Vermeer has committed a material breach of these Terms, the User should notify Vermeer with a detailed description of the breach, and Vermeer and the User will cooperate in good faith to determine whether a breach was committed, and if so, to identify its cause. If Vermeer has committed a breach, Vermeer will remedy such breach within a reasonable time. If the User believes its right to access under Article 4(1) of Regulation (EU) 2023/2854 to be infringed, the User may lodge a complaint with the competent authority, designated in accordance with Article 37(5), point (b), of Regulation (EU) 2023/2854.
9. **Changes to Data Specifications.** Vermeer may, in good faith, unilaterally change the specifications of the Data or the access arrangements described in Section 7 and Appendix 1 hereof, if such change is objectively justified by the general conduct of business of Vermeer (e.g., by a technical modification due to an immediate security vulnerability in the line of Equipment, or by a change in Vermeer's infrastructure). In such case, Vermeer must give notice of the change to the User without undue delay after deciding on the change. Vermeer reserves the right to provide such notice by commercially reasonable means, including by posting a notice on its website or another online location where such notice is available to the User. Where the change may significantly and negatively affect Data access and use by the User, Vermeer must provide notice reasonably in advance of the change, which notice period will be greater than that provided for changes not having such effects. Notwithstanding the foregoing, where a longer notice would be impossible or unreasonable under the circumstances, such as where immediate changes are required because of a security vulnerability that has been detected, Vermeer will provide notice within a reasonable time.
10. **Information on Access Requests.** Vermeer will not keep any information on the User's access to requested Data beyond what is necessary for:
 - a. The sound execution of the User's access request and these Terms,
 - b. the security and maintenance of the data infrastructure, and
 - c. compliance with Vermeer's legal obligations to keep such information.

11. End of Production and Destruction of Infringing Goods. Without prejudice to any other remedies available to Vermeer under these Terms or applicable law, if the User alters or removes technical protection measures applied by Vermeer, Vermeer may request that the User:

- a. Erase the Data made available by Vermeer or any copies thereof; and/or
- b. End the production, offering or placing on the market or use of goods, derivative data or services produced on the basis of knowledge obtained through any shared Trade Secrets, or the importation, export or storage of infringing goods for those purposes, and destroy any infringing goods, where there is a serious risk that the unlawful use of those Data will cause significant harm to Vermeer or to a Trade Secret Holder, or where such a measures would not be disproportionate in light of the interests of Vermeer or a Trade Secret Holder; and/or
- c. Compensate a party suffering from the misuse or disclosure of such unlawfully accessed or used data.

12. Use of Data (User). The User may use the Data made available by Vermeer upon their request for any lawful purpose and/or share the Data freely, subject to the limitations below.

- a. The User undertakes not to:
 - i. Use the Data to develop a product that competes with the Equipment, or share the Data with a third party with that intent, or
 - ii. Use the Data to derive insights about the economic situation, assets or production methods of Vermeer, or
 - iii. Provide false information to Vermeer or employ deceptive or coercive means to obtain access to Data or, for that purpose, abuse gaps in Vermeer's technical infrastructure which is designed to protect the Data, or
 - iv. Share the Data with a third-party considered to be a gatekeeper under Article 3, Regulation (EU) 2022/1925, or
 - v. Use the Data for any purpose that infringes EU law or applicable national law.
- b. The User further agrees not to use the Data in any manner intended or reasonably expected to have a serious adverse effect on the health, safety, or security of natural persons, including but not limited to the modification, bypass, removal, or undermining of any safety- or security-related aspect of the Equipment.

The Parties acknowledge and agree that some Data made available may be marked as "trade secrets" ("Trade Secret Data"), meaning that it constitutes and is protected as a trade secret under Directive (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure (the "Trade Secret Directive"), held by either Vermeer or another Trade Secret Holder (as defined in the said Trade Secret Directive).

Vermeer may make the disclosure of any Trade Secret Data conditional upon the Parties agreeing to apply such proportionate technical and organizational measures that are necessary to preserve the confidentiality of the Trade Secret Data ("Trade Secret Measures"). Vermeer may

also unilaterally add Trade Secret Measures if such unilateral Trade Secret Measures do not negatively affect the access to and use of the Trade Secret Data by the User.

The User undertakes not to alter or remove any Trade Secret Measures unless otherwise agreed by the Parties.

If, in exceptional circumstances, Vermeer is highly likely to suffer serious economic damage from disclosure of any particular Trade Secret Data to the User despite the Trade Secret Measure having been implemented, Vermeer may withhold or suspend sharing the specific Identified Trade Secret Data in question, provided that it gives a duly substantiated notice without undue delay to the User and to the Competent Authority. The foregoing notwithstanding, Vermeer must however continue to share any Trade Secret Data other than such specific Trade Secret Data.

If the User fails to implement and maintain the Trade Secret Measures imposed on it and if this failure is duly substantiated by Vermeer, e.g. in a security audit report from an independent third party, Vermeer is entitled to withhold or suspend the sharing of the specific Trade Secret Data, until the User has resolved the incident or other issue as described in the following two paragraphs. In such event, Vermeer must, without undue delay, give duly substantiated notice to the User and to the Competent Authority.

Each of the preceding two paragraphs entitles Vermeer to terminate these Terms and Conditions only with regard to the specific Trade Secret Data, provided that:

- a. All the conditions of the preceding two paragraphs, as applicable, have been met, and
- b. No resolution has been found by Parties after a reasonable period of time, despite an attempt to find an amicable solution, including after intervention by the Competent Authority, and
- c. The User has not been awarded by a competent court with a court decision obliging Vermeer to make the Data available and there is no pending court proceedings for such a decision.

13. Making Data Available to a Data Recipient. Upon the receipt of User's request at privacy@vermeer.com (or a request submitted to such address on behalf of the User), and subject to the limitations regarding Trade Secret Data set out above, Vermeer will make the Data, together with the relevant metadata necessary to interpret and use the Data, available to a Data Recipient identified by the User. The Data will be made available free of charge for the User.

To the extent the Data includes any Personal Data, Vermeer will only make such Data available to the User's identified Data Recipient if the User is the Data Subject to whom such Personal Data relates or if the User's request identifies a valid legal basis for making such Personal Data available under Article 6, Regulation (EU) 2016/679 and demonstrates that all applicable conditions set out in Article 9 of that Regulation and of Article 5(3), Directive 2002/58/EC, are met.

Data made available to the Data Recipient will be of at least the same quality as it becomes available to Vermeer and will be provided in a comprehensive, structured, commonly used, and machine-readable format, easily and securely.

Where the User submits such a request to provide Data to a Data Recipient, Vermeer will establish terms with the Data Recipient concerning the arrangements for making the Data available under fair, reasonable, and non-discriminatory terms and in a transparent manner in accordance with Chapters III and IV of Regulation (EU) 2023/2854. Such terms may include reasonable compensation to Vermeer by the Data Recipient, not to exceed the costs incurred by Vermeer.

The User acknowledges that a request under this Section 13 cannot benefit a third party considered as a gatekeeper under Article 3, Regulation (EU) 2022/1925, and cannot be made in the context of the testing of new Connected Products that are not yet placed on the market. The User further acknowledges that it must ensure any third party to whom it makes Data available, or to which User requests Data be transferred, fully abides by the same restrictions on use to which the User is themselves subject pursuant to Section 12 of these Terms.

14. **Transfer of Use.** Where the User transfers to any other natural or legal person (i) ownership of the Equipment, or (ii) temporary rights to use the Equipment, resulting in the User's loss of status as a user under Regulation (EU) 2023/2854 after the transfer, the Parties will comply with the following requirements. The transferee in any such circumstance is hereinafter referred to as a **"Subsequent User."**

- a. The User must:
 - i. Assign to the Subsequent User the User's rights and obligations as a user under these Terms, with effect from the transfer date. Vermeer hereby agrees in advance to such assignment.
 - ii. Notify Vermeer by email to privacy@vermeer.com without undue delay that the transfer has occurred and provide both the identity of the Subsequent User and a copy of the assignment.
- b. Vermeer's rights to use Product Data generated prior to the transfer will not be affected by a transfer (i.e., the rights and obligations relating to specific Data transferred under these Terms before the transfer will continue in effect after the transfer).

Where the User grants to any other natural or legal person a right to use the Equipment while retaining their status as a user under Regulation (EU) 2023/2854, the Parties will comply with the following requirements. The grantee in any such circumstance is hereinafter referred to as an **"Additional User."**

- a. The User must:
 - i. Include in the contract between the User and the Additional User, with effect from the date on which use rights are granted, provisions substantially reflecting the

content of these Terms and in particular Sections 2, 3, and 4 on the use and sharing of the Product Data by Vermeer (“**Flow Down Provisions**”).

- ii. Act as a first contact point for the Additional User if the Additional User makes a request under Articles 4 or 5 of Regulation 2023/2854 or a claim regarding the use or making available of Data by Vermeer under these Terms. Vermeer must be notified by email to privacy@vermeer.com of any request or claim in that regard without undue delay and User must collaborate with Vermeer to address the request or claim.

In the event of any third-party claim, demand, suit, or cause of action brought against Vermeer, its affiliates or authorized dealers, or any of their respective shareholders, owners, officers, directors, employees, agents, successors or assigns (collectively, the “**Indemnified Parties**”) for any losses, damages, liabilities, awards, judgments, settlements, penalties, interest, costs or expenses (including reasonable attorney’s fees and court costs) arising or allegedly arising out of a failure by the User to comply with its obligations under this Section 14, the User agrees to defend, indemnify, and hold the Indemnified Parties harmless from and against the same.

- 15. Term and Termination.** These Terms are effective from the later of (i) September 12, 2025, or (ii) the date on which the User acquires its status as a user under Regulation (EU) 2023/2854 with respect to the relevant Equipment (typically the date of retail sale or rental, as applicable), and they will continue in effect until terminated in accordance with this Section 15.

These Terms will be terminated:

- a. Automatically and without notice, upon the destruction or scrapping of the Equipment or when the Equipment is otherwise put out of service or permanently loses its capacity to generate the Data.
- b. Automatically and without notice, upon the User losing or transferring ownership of the Equipment, or when the User’s rights to the Equipment under a rental, lease, subscription, or similar agreement come to an end.
- c. At any time, by the mutual written agreement of the Parties.

Termination of these Terms under (b) or (c), above, will be without prejudice to any contract remaining in force between Vermeer and any Subsequent User or Additional User.

Termination of these Terms releases both Parties from their obligation to effect and to receive future performance hereunder but does not affect the rights or liabilities that have accrued up to the time of termination. Nor does termination of these Terms affect any provision herein which is to survive such termination, specifically including Section 16(c) on confidentiality, Section 16(e) on applicable law, Section 16(h) on dispute resolution, and the indemnification obligations set out in Section 14.

Upon termination of these Terms for any reason, Vermeer remains entitled to use and share the Data generated or recorded before the date of termination in accordance with these Terms.

16. General Provisions.

- a. **Force Majeure.** Neither Party shall be liable for any delay or default in the performance of these Terms where such delay or default is due to a Force Majeure Event. A “**Force Majeure Event**” is any event beyond the control of the affected Party including, without being limited to, acts of God or the public enemy, any preference, priority or allocation order issued by the Government or any other act of the Government, fires, floods, tornados, epidemics and pandemics, quarantine restrictions, strikes, freight embargoes, wars, acts of terrorism, or unusually severe weather. Further, the affected Party shall notify the other Party as promptly as possible of the circumstances constituting the Force Majeure Event and make every reasonable effort to mitigate the effects thereof.
- b. **Limitation of Liability.** Neither Party’s total liability to the other under these Terms will exceed the greater of (i) the minimum amount permitted by applicable law, under the circumstances at issue, or (ii) One Hundred Euro (\$100.00 EUR). Further, except where and to the extent the exclusion of such liability is prohibited by applicable law, neither Party shall be liable to the other under any circumstances for any indirect, consequential, special, multiple, exemplary, punitive, or other similar damages (under whatever name or designation given under applicable law), regardless of the cause of action or theory of liability. This Section 16(b) is not intended to limit either Party’s liability for damages resulting from such Party’s intentional or grossly negligent misconduct.
- c. **Confidentiality.** “Confidential Information” includes all trade secrets and other non-public information of a Party, including but not limited to business and marketing plans, budgets and financial results, employee or contractor lists, business methods or procedures, research, technical or engineering information, formulas, designs, blueprints, trade secrets, patent applications, software development tools, pricing, sales data, prospect and customer lists, dealer information, and terms of commercial contracts. It further includes information referring to the performance of these Terms and any disputes or irregularities arising in the course of their performance. Confidential Information further includes any information which is conspicuously marked “CONFIDENTIAL,” “PROPRIETARY,” or similar, as well as information the receiving Party knows or reasonably should know to be confidential considering the nature of the information and circumstances of its disclosure. Each Party agrees to take reasonable measures to ensure that any Confidential Information disclosed to it or made available by the other Party is kept confidential and further agrees not to disclose or use in any manner, in whole or in part, such Confidential Information other than as permitted under these Terms, or otherwise with the express written permission of the Party to which the Confidential Information belongs.

Notwithstanding the foregoing, a Party’s disclosure of Confidential Information will not be deemed a breach of this Section 16(c) if such Party:

- i. is under a legal obligation to disclose or make available the relevant information (provided that such Party, if legally permitted, has given the other Party reasonable notice of its obligation to disclose it and reasonably cooperates with the other Party to contest or limit such disclosure, at the other Party's option); or
- ii. has obtained the prior written consent of the other Party or the party providing the confidential information or affected by its disclosure.

In addition, Vermeer may disclose Confidential Information where necessary to complete a request from the User or to fulfill one or more of the purposes of use authorized under these Terms, provided in such case that the recipient is made aware of the confidential nature of the information and agrees to provide protections for such information that are at least as restrictive as those required hereunder.

The Parties recognize that any breach of this Section 16(c) may cause irreparable harm and therefore agree that in the event of any breach or threatened breach of a Party's obligations hereunder, the non-breaching Party shall have the right, in its sole discretion, to seek injunctive or other equitable relief in any court of competent jurisdiction. The Parties further agree that any injunctive or other equitable relief sought shall apply without the need to demonstrate damages or post bond.

Each Party's obligations to protect Confidential Information of the other Party will continue after the termination of these Terms for a period of five (5) years; provided, however, that any trade secrets of Vermeer will continue to be subject to protection for so long as they continue to constitute a trade secret within the meaning provided by the Uniform Trade Secrets Act.

These confidentiality obligations do not remove any more stringent obligations under applicable data protection law, including but not limited to Regulation (EU) 2016/679.

- d. **Notices.** All notices required under these Terms must be given in writing. Notices to the User may be sent by email or post to the email address or postal address reflected in Vermeer's registration records for the Equipment. Notices to Vermeer must be sent by email to privacy@vermeer.com, with a paper copy to:

Vermeer Corporation
Attn: Legal Department
1210 Vermeer Road East
Pella, Iowa 50219
USA

- e. **Applicable Law.** These Terms shall be deemed to have been concluded in Goes, the Netherlands, and shall be governed by the laws of the Netherlands. For the avoidance of any doubt, the Parties agree that the United Nations' Convention on the International Sale of Goods shall not apply to these Terms.

- f. **Interpretation.** These Terms are concluded by the Parties against the background of the Parties' rights and obligations under Regulation (EU) 2023/2854, and the provisions of these Terms must be interpreted so as to comply therewith.
- g. **Modification.** Vermeer may modify these Terms from time to time, at its discretion, with or without notice, provided such modification does not materially impact these Terms or the User's rights or obligations hereunder. We will place a notice on our homepage when we make material changes to these Terms. Additionally, if the changes will materially affect the way we use or disclose previously collected Data, we may also notify you about the change by sending an electronic notice to you (if we have your email address). Any User-requested modification of or addition to these Terms must be made in writing, signed by an authorized representative of Vermeer to be effective.
- h. **Dispute Resolution.** The Parties agree to use their best efforts to resolve disputes amicably before bringing a case before a court or tribunal. However, neither Party is restricted in its ability to seek equitable or other appropriate relief in any court of competent jurisdiction as it relates to any breach or threatened breach of the other Party's confidentiality obligations under these Terms.

Disputes arising under Article 4(3), 4(9) or 5(12) of Regulation (EU) 2023/2854 may also be submitted to a dispute settlement body certified in accordance with Article 10(1) of that Regulation. Nothing in this paragraph or in these Terms, however, affects the User's right to lodge a complaint with the national competent authority designated in accordance with Article 37, Regulation (EU) 2023/2854, or the right of either Party to seek an effective remedy before a court or tribunal in an EU Member State.

If the User is a business, any dispute that cannot be settled through informal negotiations or dispute resolution by a certified dispute settlement body will, to the extent legally possible, be subject to the exclusive jurisdiction of the courts of the Netherlands.

- i. **Severability.** In the event any provision of these Terms is in conflict with any applicable rule of law or statutory provision or is otherwise unenforceable under applicable law, such provision shall be deemed stricken from these Terms, but such invalidity or unenforceability shall not invalidate any of the other provisions of these Terms, and the remainder of these Terms shall continue in force.
- j. **Headings.** The Parties acknowledge that all sectional headings in these Terms are for ease of reference only and shall not be considered in construing or interpreting the meaning of any term or condition hereof.
- k. **English Language.** These Terms were drafted in the English language. Any translation of these Terms is provided for purposes of convenience only. In the event of any conflict between the English version and any translated version of these Terms, the English version will be controlling.

- l. **Entire Agreement.** These Terms and any appendices or other documents attached hereto or incorporated herein by reference constitute the sole and entire agreement of the Parties related to the subject matter hereof, superseding any prior agreements or representations, written or spoken, related to such subject matter.

Last Updated: September 18, 2025

Appendix 1

1. Categories of Data Collected.

The categories of data generated by the use of Vermeer connected products include:

- Machine model and serial number
- Engine hours
- Other engine- and machine-related parameters and fault codes
- Software and firmware versions, part numbers, and related data
- Machine productivity, operation, and status-related data
- Geolocation and related GPS data

Note: Availability of the categories of data listed above, and of the specific data points falling under each such category, varies by Equipment model, configuration, production date, and other factors. Due to the diversity of Vermeer's product types, we provide general information in this Appendix.

2. Purposes of Use (Vermeer).

Vermeer may use the non-personal data generated by the use of its connected products for the following purposes:

- To complete orders and provide requested services.
- To provide product and customer support.
- To support marketing activities and surveys.
- Monitoring and maintaining the functioning, safety and security of the Equipment and ensuring quality control.
- New product- or service-related research and development.
- Improving or evaluating various aspects of existing products or services.
- Aggregating and analyzing the Data, or creating derived data, for any lawful purpose.
- Enforcing or defending Vermeer's legal rights and interests, complying with applicable law or government demands, and preventing fraud and abuse.
- Any other purpose Vermeer discloses to the User at any time, provided that the User consents to such purpose in advance.

Personal data generated by the use of Vermeer connected products may be used for the purposes set out in the Vermeer Corporation Data Privacy Policy, available at <https://www.vermeer.com/privacy>, and as disclosed in the Notice of Personal Information Processing provided to customers at the time of equipment registration or as you may otherwise consent to at any time.

3. Data Characteristics.

- (a) **Format.** The files containing the data produced by Vermeer connected products may be generated in Parquet or JSON formats.

- (b) ***Volume of Data Produced; Frequency of Production.*** The volume of data produced by Vermeer connected products, and the frequency with which it is produced, depends on a variety of factors, including machine model, configuration, settings, production date, and user behavior/operation.
- (c) ***Data Storage and Retention.*** Data generated by Vermeer connected products is transferred to Vermeer via the machine's on-board telematics control unit. That data is stored in a cloud environment hosted by a Vermeer-selected third-party cloud service provider, where it is retained for as long as may be necessary to fulfill the above-described purposes of use.

4. Access Arrangements.

You, as well as individuals authorized by you, may request access to the readily available product data generated by your Vermeer connected product(s) at any time by email to privacy@vermeer.com.