

Data Act terms and conditions

Regulation (EU) 2023/2854

Rev. 01 07/2026

Art. 1 - Definitions

For the purposes of this Annex:

Related Product: the machinery, device or system supplied by Star Automation Europe that is capable of generating, collecting, processing or transmitting data whilst in use.

Generated Data: data obtained, collected or produced as a result of the operation of the Connected Product, including usage, performance, alarm, maintenance, diagnostic and operational parameter data.

Raw data: data generated directly by the Connected Product.

Derived data: data that has been processed, aggregated, combined or enriched by the Supplier using its own methodologies, algorithms or know-how. Analytical outputs, predictive models, algorithms, advanced reports and other processed data that reflect the Supplier's proprietary know-how are excluded from the obligation to share, unless otherwise provided for by law.

User: the person who uses the Connected Product and is entitled to the rights set out in the Data Act.

Second user: the person designated by the User to receive the data.

Art. 2 - Access to data

The User is entitled to access the Data Generated by the Connected Product free of charge, in accordance with Regulation (EU) 2023/2854.

"Star Automation Europe S.p.A." (hereinafter the "Supplier") will make such data available in a structured, commonly used and machine-readable format, where technically feasible.

Access includes the right to:

- to access the data;
- to obtain a copy of it;
- to transfer it to third parties;
- to use it for the User's own legitimate purposes

Art. 3 - Application procedure

Requests to access, export or transfer data should be sent to the following address:

dataact@star-europe.com

The application must include at least the following:

- user identification;
- machine identification;
- type of data requested;
- relevant time period;
- any third-party recipient.

The Supplier shall confirm receipt within 30 days of receiving the request, except in duly justified cases of particular complexity.

Any restrictions or refusals will be justified in writing and based exclusively on applicable legal provisions, security requirements, the protection of trade secrets or documented technical impossibility.

Art. 4 - Sharing with third parties, Data retention

The User has the right to request that the Generated Data be transferred to third parties designated by them. The Supplier shall make the data available to the third party in an interoperable and technically usable format, in accordance with:

- applicable legislation;
- intellectual property rights;
- trade secrets;
- applicable confidentiality obligations.

Any data generated by the Connected Product and retained by the Supplier is kept for the period necessary to provide the services associated with the product, to comply with legal obligations and to protect the Supplier's rights. Once this period has elapsed, the data is deleted or anonymised, unless otherwise provided for by law.

Art. 5 - Trade secrets and intellectual property

The provision of the data does not entail any transfer of intellectual property rights, copyright, patents, know-how, software, algorithms or trade secrets belonging to the Supplier.

Should the disclosure of the data be likely to compromise the Supplier's trade secrets, the Supplier may take reasonable and proportionate measures to protect them, without prejudice to the User's right to access the data in accordance with the Data Act.

The supplier may request:

- NDA;
- controlled access;
- distribution restrictions;
- appropriate security measures.

Art. 6 - Use of data by the Supplier

The Supplier may use the data solely for the following purposes:

- technical assistance;
- maintenance;
- diagnostics;
- remote support;
- software updates;
- service improvements;
- compliance with legal requirements.

The Supplier shall not use the data obtained via the Connected Product to develop or market products or services that are in direct competition with the User.

The Supplier shall refrain from using the data obtained to infer information about the User's financial situation or to develop competing products in breach of the Data Act.

Art. 7 - Fair and non-discriminatory clauses

The Parties acknowledge that any clause that unjustifiably restricts the User's rights regarding access to, use of, sharing of or portability of data shall be deemed ineffective to the extent permitted by applicable law.

The terms and conditions applied by the Supplier shall be fair, transparent, reasonable, proportionate and non-discriminatory.

Art. 8 - Financial conditions

Any charges may be applied solely for additional technical services requested by the User and which are not necessary for the exercise of the rights provided for in Regulation (EU) 2023/2854.

Art. 9 - Portability and interoperability

The Supplier shall ensure, where technically feasible, data portability and the transfer of data to other suppliers or platforms without any unjustified technical or financial barriers.

The data shall be made available in interoperable formats, including CSV or other equivalent formats as set out in the Technical Annex.

Art. 10 - Data security and protection

Data processing will be carried out in accordance with the applicable legislation on the protection of personal data, IT security and the protection of confidential business information.

The Supplier shall implement appropriate technical and organisational measures to ensure the confidentiality, integrity and availability of the data

Art. 11 - Requests from public authorities

Any requests for access to data from public authorities will be dealt with only in the cases provided for by law and in accordance with the principles of necessity, proportionality and data minimisation.

Art. 12 - Audit

The User may request reasonable documentary evidence to demonstrate compliance with the obligations arising from the Data Act.

Such checks shall be carried out in such a way as not to compromise the Supplier's security, confidentiality and business continuity.

Art. 13 - Technical Annex

The categories of data generated by the Connected Product, and the procedures for accessing, exporting, transferring, storing and deleting such data, are governed by Technical Annex A – Data Mapping and Access Procedures, which forms an integral part of this agreement.

Art. 14 - Regulatory updates

Should there be any legislative or regulatory changes relating to the Data Act or other provisions applicable to data generated by Connected Products, the Supplier may update this Annex to ensure continued regulatory compliance, giving the User at least thirty (30) days' notice.

Such updates shall not diminish the User's rights as recognised by the Data Act.

Art. 15 Pre-contractual information

Before the contract is concluded, the Supplier shall provide the User with a clear and comprehensible description:

- the categories of data generated;
- the frequency of generation;
- the methods of access;
- the methods of storage;
- the persons authorised to access the data;
- the existing technical restrictions.

The procedures for accessing the data are set out in "Technical Annex A."