FLUKE DATA SHARING AGREEMENT FOR CONNECTED PRODUCTS AND RELATED SERVICES

Version 1.0 | 9 September 2026

1 Scope of Application

1.1 This Data Sharing Agreement sets out the terms under which the Fluke entity identified in the applicable quote, order form or underlying agreement for the relevant connected product or related service ("**Fluke**," "**we**," "**us**," or "**our**") will make available, or through which you may access or download directly from the connected product or related service, certain readily available data, as described in our pre-contractual data information notice (the "**Information Notice**") for connected product(s) and/or digital service(s) (including related services) provided by us ("**Data**"), in accordance with Regulation (EU) 2023/2854 on harmonised rules on fair access to and use of data ("**EU Data Act**").

1.2 To the maximum extent permissible under applicable law, this Data Sharing Agreement governs the access to and use of:

a. any Data made available to you (or the company you represent) in your capacity as a user of any connected product(s) and/or digital service(s) for which Fluke is the "data holder" pursuant to the EU Data Act;

b. any Data made available to a third-party data recipient upon request by you, or requested by a party acting on behalf of you;

c. any Data made available to the third-party data recipient under the instructions of a user. Any provision of Data by Fluke to the third-party data recipient is subject to the terms of the Data Sharing Agreement and to the additional terms found in Annex 1 of this Data Sharing Agreement; and

d. any Data you access directly from the connected product or related service.

1.3 This Data Sharing Agreement supplements any purchase agreement, subscription agreement, or terms of sale under which you have acquired or licensed the connected product or related service. In the event of a conflict between this Data Sharing Agreement and any such underlying agreement on matters specifically regulated by the EU Data Act, this Data Sharing Agreement prevails to the extent necessary to ensure compliance with the EU Data Act.

1.4 This Data Sharing Agreement should be read together with the Information Notice applicable for the connected product or digital service in scope of your request, which describes the type or nature, estimated volume, collection frequency, storage location, format, retention period, and access methods for the Data and may be updated from time to time. The Information Notice is published at https://www.fluke.com/en/fluke/data-act and is incorporated into this Data Sharing Agreement by reference. Fluke may at its sole reasonable discretion change, amend, or modify the Information Notice from time to time to reflect the current status and scope of data covered by this Data Sharing Agreement during its term, if this is objectively justified by the normal conduct of Fluke's business.

1.5 Any changes to this Data Sharing Agreement must be agreed between the parties. Where Fluke wishes to make changes, Fluke will notify you of the changes and you may object to such changes within a reasonable period of time as specified by Fluke within the notification. If you do not object within that period, it will be deemed that you accept the changes. Continued access to the Data also constitutes your acceptance of the revised terms.

2 Your Eligibility as a User

2.1 The procedure for submitting access requests is set out in the applicable Information Notice for each relevant connected product or related service. By submitting a request, or by accessing or downloading Data directly, you confirm acceptance of this Data Sharing Agreement on the terms set out below.

2.2 By submitting a request to access Data, or by accessing or downloading Data directly, you confirm that:

a. you accept and agree to the terms of this Data Sharing Agreement (including its Annex if applicable);

b. you are legally authorized to request and subsequently use the Data under the EU Data Act; and

c. your request and use of the Data will not infringe any third-party rights or violate any applicable laws or regulations.

2.3 If you are a representative of a legal person, you confirm that you have the right and authority to accept this Data Sharing Agreement on behalf of the legal person you represent. You will provide, upon request from Fluke, any relevant documentation to support these declarations and demonstrate your entitlement to access the Data, where necessary.

2.4 Where you contractually transfer (i) ownership of the connected product, or (ii) your temporary rights to use the connected product, and/or (iii) your rights to receive related services to a subsequent or additional person, you will inform that person that access to and use of Data is subject to this Data Sharing Agreement, which they accept, with effect from the date of transfer, upon first accessing or downloading Data. The rights of Fluke to use Data generated prior to the transfer will not be affected and will continue after the transfer.

3 Access to Data

3.1 Fluke will, at its discretion, provide means for making Data available through a suitable access method, which may include an application programming interface ("API"), a web-based interface, a free application, or any other means technically feasible, together with any metadata necessary to use and interpret the Data. Fluke reserves the right, as deemed reasonably needed, to adapt, enhance, or discontinue any access method, in whole or in part, at any time.

3.2 Unless otherwise expressly stipulated by Fluke in writing, the Data, all associated technical documentation (if any), and the access method are provided on an "as-is" and "as-available" basis, without any representation or warranty of any kind. Fluke makes no guarantee that the Data, any technical documentation, or access method will be error-free, uninterrupted, or entirely secure.

3.3 Fluke will make Data available to you free of charge. No additional fees will be imposed on you in respect of your right to access Data generated by your own use of the connected product or related service.

4 Fluke's Use of Data

4.1 Fluke will be entitled to use non-personal Data for any purposes that are lawful and proportionate, including but not limited to the performance of contractual obligations, provision of support and warranty services, ensuring product safety and quality, internal reporting, and the improvement or development of products and services.

4.2 Fluke may also aggregate or derive Data for analytical or commercial purposes, including with the aim of selling or otherwise making available such aggregated or derived data to third parties.

4.3 Under no circumstances will Fluke use the Data to derive insights into your economic position, operational methods, or market behavior, or about your use of the connected product or related service in any other manner that could undermine your commercial position on the markets in which you are active.

4.4 Fluke may share non-personal Data with third parties, including corporate affiliates, service providers and partners, where such sharing is necessary to fulfill the purposes outlined above.

5 Your Use of Data and Restrictions

5.1 You agree to use Data only in accordance with applicable law and the terms of this Data Sharing Agreement.

5.2 You must not:

a. use the Data to develop a competing connected product, nor share the Data with a third party for that purpose;

b. use the Data to derive insights about the economic situation, assets, and production methods of Fluke or, where applicable, any of its affiliates or partners;

c. use the Data to reverse engineer any software code, algorithms, data models or any other confidential information (including trade secrets) belonging to Fluke or third parties;

d. provide false information to Fluke, use deceptive or coercive means, or abuse gaps in Fluke's technical infrastructure which is designed to protect the Data, in order to obtain access to Data;

e. share the Data with a third party designated as a gatekeeper under Article 3 of Regulation (EU) 2022/1925 (the "EU Digital Markets Act").

5.3 You will implement and maintain, at your own expense and for the duration of your access to and handling of any Data:

a. all necessary and appropriate technical and organizational measures to ensure the confidentiality, integrity, and security of the Data, access method, and technical documentation. Such measures will at a minimum include appropriate: access controls, access minimization, data encryption (in transit and at rest), secure API management, security assessments, vulnerability management, incident response procedures, data breach notification protocols, staff training, secure on/off-boarding processes for personnel with data access, and audit logging and monitoring, and any other reasonable measure instructed by Fluke;

b. appropriate safeguards to prevent circumvention, alteration, or disabling of any technical protection required by Fluke, including but not limited to rate limits, logging, or encryption;

c. if applicable, protective measures and use restrictions towards trade secrets as instructed by Fluke prior to disclosure, sufficient to safeguard any trade secrets disclosed or made available pursuant to this Data Sharing Agreement. Any trade secrets captured by your request will be identified by Fluke and notified to you. Trade secrets must not be shared with any third party unless approved by Fluke in writing;

d. protective measures and use restrictions towards security and safety related Data, as instructed by Fluke prior to disclosure, sufficient to safeguard any such Data disclosed or made available pursuant to this Data Sharing Agreement. Security and safety related Data must not be shared with any third party unless approved by Fluke in writing;

e. any additional documentation that Fluke may reasonably require to verify your compliance with the obligations set forth in this Article 5.

5.4 The access method for the Data is provided solely to enable you to exercise your rights under this Data Sharing Agreement and will not be used for any other purpose whatsoever. You will not disseminate, disclose, sublicense, assign, or otherwise share the access method, including any API credentials or similar, with any third party without Fluke's prior express written authorization.

5.5 You will ensure that any third party engaged on your behalf for collecting, accessing, storing, or otherwise handling Data assumes obligations no less stringent than those required of you under this Data Sharing Agreement. You remain fully responsible and liable for all acts and omissions of such third parties and will maintain appropriate oversight to confirm their ongoing compliance with all applicable obligations, restrictions, and safeguards as required by this Data Sharing Agreement.

6 Sharing Data with a Third-Party Data Recipient

6.1 You have the right under the EU Data Act to direct Fluke to make Data available to a data recipient of your choice, subject to the requirements of this Article 6 and Annex 1, by submitting a request by email at privacypolicy@fluke.com, designating the data recipient, the categories of Data to be shared, and the purposes for which the data recipient intends to use the Data.

6.2 By submitting a request to direct Data to a data recipient, you warrant that:

a. the data recipient has not been designated as a gatekeeper under Article 3 of the EU Digital Markets Act; and

b. you have a contract in force with the data recipient restricting its use of the Data to the purposes agreed with you.

6.3 You acknowledge and accept that:

a. when providing access to a data recipient, all Data that is technically available via the relevant access method will be accessible to such data recipient;

b. you are responsible for verifying the identity of any data recipient to whom you have directed Data; and

c. if you withdraw your direction for Data to be made available to a data recipient, you must immediately inform Fluke.

6.4 Where you submit a request under this Article 6, Fluke will agree with the data recipient the arrangements for making the Data available in accordance with Chapter III and Chapter IV of the EU Data Act. The data recipient will be required to accept Annex 1 to this Data Sharing Agreement or a substantially equivalent set of terms.

6.5 Fluke will not be liable for the data recipient's use of the Data unless it has acted negligently or in breach of its obligations under this Data Sharing Agreement or the EU Data Act.

7 Trade Secret Protection

7.1 If any Data made available under this Data Sharing Agreement is protected as a trade secret within the meaning of Directive (EU) 2016/943, Fluke will identify such Data in the Information Notice and implement reasonable protective measures. You will be required to maintain the confidentiality of such Data and to apply equivalent safeguards. You may not circumvent such protection by reverse engineering any source code, algorithms, data models or any other trade secrets by using or processing the Data.

7.2 Fluke reserves the right to suspend or withhold access to specific Data that are considered trade secrets or that may comprise trade secrets where (i) there is no agreement on the necessary protective measures after a reasonable period of time; (ii) the agreed protective measures do not materially suffice to adequately protect the particular piece of Data protected as a trade secret; or (iii) disclosure would result in serious economic harm. Any such suspension will be duly substantiated and notified to you and the competent authority.

8 Personal Data

8.1 As far as the Data qualifies as personal data, each party declares that it complies with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**GDPR**"), and, where relevant, national implementation laws.

8.2 Except as otherwise agreed by the parties in writing, you and Fluke will act as independent controllers under the GDPR.

8.3 By accepting this Data Sharing Agreement, you warrant that you have a valid legal basis for any processing of personal data contained in the Data, as required under the GDPR.

8.4 Where Data qualifies as personal data, Fluke will process such Data in accordance with Fluke's Privacy Policy.

9 Intellectual Property Rights

9.1 Nothing in this Data Sharing Agreement transfers ownership of any intellectual property rights belonging to Fluke. Except for the limited right to access and use Data in accordance with this Data Sharing Agreement or as otherwise expressly permitted by the EU Data Act, no license or rights of any kind are granted to you.

10 Confidentiality

10.1 Confidential Information means all information (whether in writing, electronically, orally, or in any other form) disclosed by one party to the other under or in connection with this Data Sharing Agreement that: (a) is designated by the disclosing party as proprietary or confidential; or (b) should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Confidential Information will in particular include trade secrets, manufacturing processes, know-how, inventions, business relationships, business strategies, business plans, financial planning, personnel matters, and other Data.

10.2 The receiving party must only use such Confidential Information to fulfil its obligations and exercise its rights under this Data Sharing Agreement, other contractual arrangements between the Parties, or applicable laws.

10.3 The receiving party will keep strictly confidential and will not disclose to any third party any Confidential Information received from the disclosing party in connection with this Data Sharing Agreement, except as expressly permitted in this Data Sharing Agreement, applicable laws, other contractual arrangements between the Parties, or with the prior written consent of the disclosing party. The receiving party may disclose Confidential Information to its employees, agents, contractors, and other representatives who require knowledge of such information for the agreed purpose, provided that the receiving party ensures that these recipients comply with this Data Sharing Agreement as if they were bound by it.

10.4 The receiving party will take all reasonable measures to store Confidential Information securely and keep it in strict confidence. This also includes state-of-the-art technical security measures (Art. 32 GDPR) and the obligation of employees to maintain confidentiality and data protection (Art. 28 para. 3 lit. b GDPR).

11 Suspension of Access

11.1 Fluke may suspend, refuse, or withhold your access to the Data at any time if, in Fluke's reasonable judgment:

a. you breach any provision of this Data Sharing Agreement, including by unauthorized or abusive use of the relevant access method or the Data, or by failure to implement the measures described in Article 5; and/or

b. your access to the Data threatens, or risks threatening, any intellectual property rights or the confidentiality of trade secrets belonging to Fluke or any third party.

11.2 Except where immediate suspension is required to prevent imminent harm or unlawful conduct, Fluke will provide you with a written notice of suspension.

11.3 During suspension, Fluke has no obligation to make Data accessible to you and will incur no liability resulting from the unavailability of Data.

11.4 Any suspension will remain in effect until the issue is resolved. If the grounds for suspension remain unresolved for more than thirty (30) days, Fluke may terminate this Data Sharing Agreement upon written notice to you. Termination under this section is in addition to any other contractual or statutory remedies that may be available to Fluke.

12 Liability and Indemnity

12.1 The limitation of liability provisions of the underlying agreement for Fluke's products or services, as referred to in Article 1.3, will apply accordingly.

12.2 In any case, to the maximum extent permitted by applicable law, Fluke will not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to damages for loss of profits, loss of revenue, loss of data, loss of business opportunity, business interruption, or loss of goodwill, arising out of or in connection with this Data Sharing Agreement, regardless of the theory of liability and even if Fluke has been advised of the possibility of such damages.

12.3 Except for liability arising from fraud, intentional acts or gross negligence, Fluke's total aggregate liability arising out of or in connection with this Data Sharing Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, will not exceed one thousand euros (EUR 1,000).

12.4 Furthermore, Fluke will not be responsible for damages resulting from (i) your unlawful or unauthorized use of the Data; (ii) your failure to implement appropriate security and access controls; (iii) compatibility issues between the Data and your data or systems; or (iv) any modifications or derivatives of the Data created by or on your behalf.

12.5 You agree to indemnify and hold Fluke, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries, and affiliates harmless from any demands, damage, loss, liability, claims, or expenses (including attorneys' fees) made against Fluke arising out of or relating to (i) your breach of any provision of this Data Sharing Agreement; (ii) your misuse of the Data, including any unauthorized disclosure or access by third parties or any misuse or unauthorized processing of personal data by you; or (iii) claims by third parties alleging that your use or combination of the Data with other data or systems infringes any privacy, intellectual property rights or trade secrets, or violates applicable law (including but not limited to the GDPR).

12.6 In the event of a breach of this Data Sharing Agreement or any non-performance of obligations under this Data Sharing Agreement, the parties are entitled to the warranty rights and/or remedies under applicable laws.

13 Term and Termination

13.1 This Data Sharing Agreement takes immediate effect as from your acceptance of the Data Sharing Agreement and remains in effect for an indefinite period, until terminated in accordance with this Article 13.

13.2 Either party may terminate this Data Sharing Agreement by providing written notice to the other party if the other party materially breaches any of its obligations under this Data Sharing Agreement and fails to remedy such breach within a reasonable period after receiving written notice.

13.3 This Data Sharing Agreement will also terminate automatically:

a. in relation to a connected product, if the connected product is destroyed or permanently taken out of service, or otherwise irreversibly loses its capacity to generate Data;

b. in relation to a related service, in case of permanent discontinuation of the related service or if the service otherwise irreversibly loses its capacity to generate Data; or

c. upon you losing ownership of the connected product or when your underlying agreement with Fluke regarding the connected product or service comes to an end.

13.4 Upon termination or expiration of this Data Sharing Agreement:

a. your right to access Data ceases immediately, and you must cease all use of the relevant access method. You must continue to protect any trade secrets and handle them in accordance with any other agreed instructions provided by Fluke at the time of disclosure.

b. Fluke will cease to retrieve the Data generated or recorded as of the date of termination, but remains entitled to use and share the Data generated or recorded before the date of termination as specified in this Data Sharing Agreement.

13.5 Notwithstanding the termination or expiration of this Data Sharing Agreement for any reason, all provisions which by their nature should survive termination or expiration will remain in full force and effect, including, but without limitation, terms relating to restrictions on using and sharing Data. Termination or expiration will not affect any accrued rights or obligations.

14 Governing Law and Disputes

14.1 This Data Sharing Agreement will be governed by and construed in accordance with the laws of The Netherlands, excluding its conflict of laws principles. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply.

14.2 Any dispute, controversy, or claim arising out of or in connection with this Data Sharing Agreement, or the breach, termination, or invalidity thereof, will first be referred to good-faith senior-level negotiation between the parties for a period of thirty (30) days. If the dispute is not resolved by negotiation, it may, with mutual consent, be referred to the competent Data Act dispute settlement body. Otherwise, the courts of Amsterdam, the Netherlands have exclusive jurisdiction. Nothing in this Article 14.2 restricts either party's right to refer a dispute to the relevant national competent authority designated under the EU Data Act, or to seek interim or injunctive relief from a court of competent jurisdiction.

15 General Provisions

15.1 You may not assign this Data Sharing Agreement or any right or obligation under this Data Sharing Agreement, or delegate any performance, without Fluke's prior written consent. Fluke may assign and/or transfer all of its rights and obligations under this Data Sharing Agreement.

15.2 If any part of this Data Sharing Agreement is determined to be invalid or unenforceable pursuant to governing law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the wording and spirit of the original provision. The remainder of the Data Sharing Agreement will continue in effect.

15.3 Any waiver by either party of any provision of this Data Sharing Agreement will not constitute or be deemed a subsequent waiver of that or any other portion.

15.4 This Data Sharing Agreement (including the Information Notice and Annex 1) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions and representations relating to the same subject matter, without prejudice to the relevant underlying agreement.

15.5 This Data Sharing Agreement is concluded by the parties against the background of the parties' rights and obligations under the EU Data Act. Any provision in this Data Sharing Agreement must be interpreted so as to comply with the EU Data Act.

15.6 This Data Sharing Agreement is made in the English language. Where translations are provided for informational purposes, the English text will prevail.

ANNEX 1 – ADDITIONAL TERMS FOR DATA RECIPIENTS

Where a user of a connected product and/or related service provided by Fluke requests you, as a data recipient, to request access to the user's Data from Fluke, you acknowledge and agree that the terms of the Data Sharing Agreement apply by analogy to you, that this Annex will apply to the provision of Data and form an integral part of your Data Sharing Agreement with Fluke. Defined terms used but not defined in this Annex have the meanings given to them in the main body of this Data Sharing Agreement. The provisions of this Annex take precedence over any conflicting provisions in the main body of this Data Sharing Agreement.

1 Your Status as Data Recipient – Declarations

1.1 By accepting this Annex, you declare that:

a. you are authorized to access Data by or on behalf of the user and that the user has requested that Fluke makes Data available to you;

b. you commit to provide, upon request by Fluke, any evidence confirming the necessary authority you have received from the user to submit the request and to access Data in accordance with applicable law;

c. to the best of your knowledge, the user's request is valid under applicable law, has not been withdrawn, and has not expired;

d. there is a contract in force between you and the user allowing you to use the Data and that, according to this contract, the Data will be used exclusively for the purposes stated in that contract;

e. if the Data may disclose trade secrets, the Data is strictly necessary for fulfilling the purposes stated in your contract with the user; and

f. you are not designated as a gatekeeper under Article 3 of the EU Digital Markets Act.

1.2 Any party that becomes aware that any declaration referred to in Article 1.1 of this Annex is not, or is no longer, correct, or will no longer remain correct in the foreseeable future, must immediately notify the other party. On becoming aware of this situation, the concerned party must take appropriate action and cure the incorrectness of the declaration, to the extent possible. Depending on the circumstances, this may include notifying the user or any affected third party, or the temporary suspension of making the Data available by Fluke or the use of the Data by you, if making the Data available or the use of the Data has become unlawful.

1.3 If the situation is not and cannot be cured, this Annex must terminate as provided in Article 5 of this Annex.

2 Access and Use of Data by You as Data Recipient

2.1 Fluke shall not share the Data with you unless and to the extent that the user has duly requested us to do so and has specifically designated you as an authorized Data Recipient.

2.2 You must use the Data only for the purposes and under the conditions agreed with the user. You must erase the Data when it is no longer necessary for the agreed purpose, unless otherwise agreed with the user in relation to Data that is non-personal data. You must not make the Data available to another third party, unless it is contractually agreed with the user, compatible with any protection measures agreed with Fluke, and compatible with applicable EU or national law.

2.3 Where you are permitted to make Data available to another third party, you must take appropriate contractual, technical, and organizational measures to ensure that: (a) the third party applies at least the same protection measures as you must apply under this Annex and respects the

protection measures taken by Fluke; (b) the third party uses the Data exclusively in a way compatible with this Annex; and (c) Fluke has at least the same remedies against the third party as against you for use or disclosure of data prohibited under this Annex.

2.4 In addition to the limitations set out in Article 5.2 of the main body of this Data Sharing Agreement, you must also not:

a. fail to maintain the contractual technical or organizational measures agreed under this Annex;

b. alter or remove, without the agreement of Fluke, technical protection measures applied by Fluke to prevent unauthorized access to the Data and to ensure compliance with this Annex;

c. use the Data for unauthorized purposes, in violation of this Annex;

d. use the Data in a manner that adversely impacts the security of the connected product or any related service;

e. notwithstanding Article 22(2) points (a) and (c) of the GDPR, use Data for the profiling of natural persons, unless this is necessary to provide the service requested by the user; or

f. disclose the Data to another third party unlawfully or in violation of this Annex.

If you do any of these things, this constitutes a material breach of this Annex.

3 Personal Data

3.1 Fluke may only make Data that is personal data available to you to the extent permitted under the GDPR and, where relevant, national implementation laws.

4 Compensation

4.1 By way of derogation from the main body of this Data Sharing Agreement, Fluke will charge reasonable compensation for making Data available to you as a data recipient. The compensation applicable for the relevant access method, and the factors affecting the compensation (e.g., volume, format, nature of the data), is made available in the Information Notice for each applicable connected product or related service. This information may be updated from time to time at Fluke's discretion. Upon your reasonable request, Fluke will provide further details regarding the basis for calculating the applicable compensation, including relevant factors or estimates used to determine the relevant fees.

4.2 Fluke will issue an invoice to you setting forth a breakdown of the expenses incurred to enable access to the Data.

4.3 In the event that certain preparatory measures or additional efforts are required to establish the relevant access method, Fluke may delay issuing any invoice until such measures are completed, at which time Fluke will issue an invoice.

4.4 Upon Fluke's request, you will promptly provide any additional or updated invoicing information or documentation required by Fluke to issue invoices, process payments, or comply with applicable legal or tax requirements.

4.5 In case of any late payment under this Annex, you will pay interest on the overdue amount from the date payment was originally due until the date payment is made in full, at such rates as are permitted by applicable law. Payment of interest will be in addition to any other remedies Fluke may have under this Data Sharing Agreement or applicable law.

4.6 Without prejudice to any other rights and remedies in this Data Sharing Agreement, Fluke may suspend access to the Data in the event of your non-payment of any due and undisputed invoice. Prior to any such suspension, Fluke will provide you with a written notice specifying the overdue amount and

granting a reasonable period in which to cure the payment default. If you fail to make the required payment within the specified period, Fluke may immediately suspend the provision of Data without further notice.

4.7 Where you qualify as a small and medium-sized enterprise ("**SME**") or non-profit research organization:

a. You confirm and warrant, where you have indicated this status in the request, that you qualify as an SME or a not-for-profit research organization pursuant to Article 9(4) of the EU Data Act.

b. You undertake to inform Fluke promptly if you no longer so qualify and will, upon Fluke's request, promptly provide Fluke with evidence substantiating your status. If, in Fluke's reasonable opinion, you do not so qualify, Fluke reserves the right to charge you all relevant compensation retroactively in accordance with Article 9 of the EU Data Act.

c. The compensation applicable for the relevant access method, and the factors affecting the compensation (e.g., volume, format, nature of the data), is made available in the Information Notice for each applicable connected product or related service.

d. Where you cease to qualify as an SME, the parties undertake to enter into negotiations about the amount of reasonable compensation. If there is no agreement after a reasonable period of time, Fluke may suspend the sharing of the Data by giving notice to you. In this event, Fluke must ensure that the Data is retained so that it will be made available to you once the compensation is agreed or a binding decision by a competent authority or court is issued requiring Fluke to provide the Data to you. Fluke will bear the necessary costs for retaining the Data. However, you must compensate Fluke for any economic harm suffered because you failed to inform Fluke.

5 Duration and Termination

5.1 This Annex takes immediate effect upon acceptance and will remain in effect for the duration specified in the user's request, or until the underlying agreement between the user and Fluke regarding the connected product or service expires or is terminated, if earlier.

5.2 You may terminate this Annex at any time by giving written notice to Fluke. You must notify the user that this Annex has been terminated.

5.3 Fluke may terminate this Annex immediately upon written notice to you if you receive a gatekeeper designation pursuant to Article 3 of the EU Digital Markets Act.

5.4 The Annex will be terminated if the declarations sub Article 1.1 of this Annex are no longer accurate, by means of a termination notice mentioning the reasons for termination given by either party to the other. The termination has immediate effect. Where the inaccuracy affects only part of the data covered by this Annex, termination must take effect only for the relevant part.

6 General Provisions

6.1 Nothing in this Annex will create a partnership, agency, joint venture, or employment relationship between Fluke and you. You are an independent contractor.