

## DATA GOVERNANCE AGREEMENT

### 1. General

- 1.1 This Data Governance Agreement ("**Data Governance Agreement**") supplements the terms and conditions ("**Terms**") between Vaasan Sähkö and the Customer regarding the Power Hub ("**Equipment**") and the related smart home-application ("**Application**"), concerning the processing of data governed by the Data Act, including making data available to the user, sharing data with third parties, and receiving data from third parties.
- 1.2 Vaasan Sähkö is the data holder referred to the Data Act and the Customer is the user. The equipment is a connected product referred to in the Data Act, and the Application is a related service.
- 1.3 Unless otherwise specified in this Data Governance Agreement, the Terms apply.
- 1.4 Capitalized definitions in this Data Governance Agreement have the same meaning as in the Terms, unless otherwise specified in this Agreement or clearly evident from the context in which they appear.

### 2. Data Processing

- 2.1 The Equipment and the Application process all data for the purpose of enabling the monitoring and management of energy consumption in households connected to the Application (including electronic communications data and terminal device data) that is generated in the Equipment or the Application, by the Equipment or the Application, or otherwise related to the Equipment or the Application ("**Data**"). This includes all data collected, recorded, stored, or transferred from or to the information systems of the Equipment or the Application, such as data related to energy consumption, performance, usage, maintenance and repair, emergency assistance, environmental factors, geographical location, and unique identifiers (regardless of whether they are related to the Equipment or the Application), as further described in the data notice attached as Appendix 2.1 ("**Data Notice**").
- 2.2 The data may contain personal data in accordance with the European Union's General Data Protection Regulation 2016/679 and other applicable data protection laws. Further information on the processing of personal data and the rights of the data subject is available at [vaasansahko.fi/en/privacy-policy-data-protection-and-directories/](https://vaasansahko.fi/en/privacy-policy-data-protection-and-directories/).

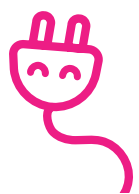


## 2.3 Vaasan Sähkö may use the Data for the following purposes:

- (a) maintaining, optimizing and developing electricity procurement;
- (b) delivering, maintaining, and developing the Equipment or the Application, their information systems, and new products and services, including artificial intelligence systems;
- (c) monitoring and diagnostics of the Equipment or the Application, including performing predictive maintenance and investigating and resolving disruptions and quality issues;
- (d) managing warranty, contractual, or regulatory oversight (such as product liability);
- (e) handling claims from the Customer, Vaasan Sähkö or a third party regarding the Equipment or the Application;
- (f) to monitor and maintain the operation and security of the Equipment or the Application and to ensure quality control;
- (g) marketing of Vaasan Sähkö's products and services;
- (h) combining the Data with other data or creating derived data for any lawful purpose, including selling or otherwise making available such aggregated or derived data to third parties, provided that such data does not enable Vaasan Sähkö to identify specific data transmitted from a network-connected product or allow third parties to infer such data from the dataset; and
- (i) any other purposes further described in the applicable Privacy Notices, Data Notices and/or relevant service descriptions (as applicable).

## 2.4 The Customer shall use the Data only in accordance with this Data Governance Agreement and applicable laws and regulations. The Customer shall not engage in the following activities or use the Data or Access Method for the following purposes:

- (a) developing products or services that compete with the Equipment or the Application, or engaging in other activities that compete with Vaasan Sähkö's products or services;



- (b) making conclusions about the financial situation, assets or production methods of Vaasan Sähkö or the manufacturer of the Equipment or the developer of the Application;
  - (c) using coercive means to access the Data or exploiting vulnerabilities in Vaasan Sähkö's technical infrastructure; and
  - (d) sharing data with a third party considered a gatekeeper under Article 3 of Regulation (EU) 2022/1925.
- 2.5 The Customer undertakes not to interfere with the Equipment or the Application, nor to alter or remove technical protective measures of the Equipment or the Application without the prior written consent of Vaasan Sähkö.
- 2.6 Vaasan Sähkö may share the Data within the Vaasan Sähkö group and with third parties (e.g. software service providers, subcontractors, partners, authorities and other recipients in accordance with privacy notices and this Data Governance Agreement) to the extent necessary under this Data Governance Agreement or applicable legislation. Vaasan Sähkö shares the data generated by the Equipment and the Application with the User in accordance with applicable laws and regulations, this Data Governance Agreement and additional instructions issued by Vaasan Sähkö from time to time.
- 2.7 If the Customer sells the Equipment or otherwise transfers the right to use it to a third party, the Customer shall immediately and in writing (i) notify Vaasan Sähkö thereof, (ii) ensure that a third party cannot use the Customer's Application user account, and (iii) notify such third party of the processing of the Equipment Data and Appendix 2.1 and the third party's obligation to enter into a Data Governance Agreement or similar terms.

### 3. Access to Data and Data Sharing

#### 3.1 General

- 3.1.1 Vaasan Sähkö shares the Data generated by the Equipment and the Application with the Customer in accordance with applicable laws and regulations and additional instructions issued by Vaasan Sähkö from time to time.
- 3.1.2 The Equipment and the Application may also generate data that Vaasan Sähkö is not obliged to share with the Customer or a third party under applicable legislation. Vaasan Sähkö may, at its own discretion, make such



data available to the Customer and stop providing such data (even partially) at any time. Vaasan Sähkö may charge a fee for making such data available in accordance with its price list in force from time to time.

3.1.3 The customer's rights and Vaasan Sähkö's obligations in relation to the making Data available are further described in the Appendix 2.1.

## 3.2 Access Method

3.2.1 Vaasan Sähkö may, at its sole discretion, provide access methods (each an "**Access Method**") to make the Data available to the Customer, which may include, for example, an application programming interface (API), a web-based user interface or any other appropriate method together with appropriate technical documentation. The Customer must request access to the Data in accordance with the instructions of the Access Method and well in advance and provide Vaasan Sähkö with all necessary additional information.

3.2.2 The Customer may not distribute, disclose, sublicense, transfer or otherwise distribute the Access Method, including user credentials or similar, to any third party without the prior express written permission of Vaasa Sähkö.

## 3.3 Data Sharing with Third Parties

3.3.1 The Customer may request Vaasan Sähkö to share the Data or provide access to the Data through the Access Method to a third party that is not considered a gatekeeper in accordance with Article 3 of Regulation (EU) 2022/1925, and Vaasan Sähkö has the right to require such third party to enter into a separate agreement for such sharing of Data.

3.3.2 Vaasan Sähkö may charge a fee for such Data sharing in accordance with its price list in force from time to time.

3.3.3 The Customer agrees that i) when providing access to the Data to a third party, all Data that is technically available through the Access Method will be accessible to the third party regardless of any requests for restriction of the Data, ii) the Customer is responsible for verifying the identity of the third party, and iii) if the Customer terminates the access to the Data granted to a third party, the Customer shall in writing without undue delay notify Vaasan Sähkö.



3.3.4 Data Sharing with a third party may be restricted or suspended for reasons related to the protection of trade secrets and other confidential information of Vaasan Sähkö or for security reasons, or if the third party violates the terms and conditions of the agreement between Vaasan Sähkö and the third party regarding Data sharing.

### 3.4 Receiving Data from a Third party

If the Customer has requested a third party acting as the data holder to share the data generated by a connected product or a related service to Vaasan Sähkö under the Data Act, the terms and conditions between the Customer and Vaasan Sähkö regarding the receipt of the Data, which are available at [vaasansahko.fi/en/terms](https://vaasansahko.fi/en/terms), shall apply.

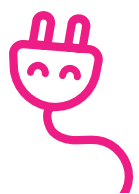
### 3.5 Trade secrets

In order to protect Vaasan Sähkö's trade secrets, Vaasan Sähkö may impose technical or organizational requirements on the availability of Data, and the availability of Data may be restricted or suspended for reasons related to the protection of trade secrets or other confidential information of Vaasan Sähkö, or for security reasons. The availability of Data may also be restricted or suspended if the Customer breaches the terms of this Data Governance Agreement. During any such restriction or suspension, Vaasan Sähkö is under no obligation to share the affected Data.

## 4. Confidentiality

4.1 Both parties agree to take all reasonable measures to securely store and maintain the confidentiality of Confidential Information and not to disclose or disclose such information to third parties, unless:

- (a) either party has a legal obligation to disclose or make the Confidential Information available;
- (b) either party is required to disclose or make available such Confidential Information in order to fulfill its obligations under this Data Governance Agreement, and the other party or the third party providing or affected by the disclosure of the Confidential Information can reasonably be deemed to have accepted this; or



- (c) either party has received prior written consent from the other party or from the party providing or affected by the disclosure of the Confidential Information.

4.2 **"Confidential information"** refers to be information relating to trade secrets, financial situation, or other aspects of the other party's operations, unless such information has been made public by the other party.

4.3 These confidentiality obligations shall remain in force for a period of five (5) years following the termination of the agreement related to the use of the Equipment and/or the Application.

## 5. Term and termination

5.1 This Data Governance Agreement remains in effect for as long as the Terms of the Equipment and/or the Application are valid and/or the Customer otherwise has the right to access the Data under the Data Act. The Customer acknowledges that termination of data processing may affect Vaasan Sähkö's ability to provide the Equipment, the Application, or other related products or services, and accepts that Vaasan Sähkö shall not be liable for any consequences resulting from such termination.

5.2 Either party may terminate this Data Governance Agreement with immediate effect by providing written notice to the other party if:

- (a) the other party violates the terms of the Data Sharing Agreement and fails to remedy the breach within a reasonable period (at least 30 days) after receiving written notice of the breach;
- (b) the other party materially breaches the terms of the Data Governance Agreement;
- (c) the other party is declared bankrupt, enters debt restructuring, or is otherwise clearly insolvent; or
- (d) The recipient is no longer a user of the Equipment or Application.

5.3 Upon termination of the Data Governance Agreement, the use of the Equipment and the Application must cease.

5.4 Notwithstanding the termination of the Data Governance Agreement, Vaasan Sähkö may continue to process Data from the Equipment or the Application for a reasonable period for purposes such as maintenance, repair, and/or servicing of the



Equipment and the Application, and other similar purposes. Therefore, Vaasan Sähkö may not be obligated to delete the Data after the use of the Equipment or the Application has ended.

- 5.5 Provisions that by their nature must remain in effect or otherwise survive the termination of this Data Governance Agreement shall remain valid even after its termination, including restrictions on the use and sharing of Data.

## 6. Miscellaneous

- 6.1 Vaasan Sähkö may amend the terms of this Data Governance Agreement at any time. The Customer will be notified of the updated terms at least 30 days before the amended terms will enter into force. The Customer will be deemed to have accepted the amended Terms by continuing to use the Equipment or the Application after the effective date of the amendments. If the Customer does not agree to the amended Terms, the Data Governance Agreement will terminate after the expiry of the above-mentioned period.
- 6.2 This Data Governance Agreement applies as of 25.9.2025.

