

Customer's rights on data access and use

This document provides essential information regarding the data generated by related services provided by Virta ("Service or Services") and your rights under Regulation (EU) 2023/2854 (the "Data Act").

1. Data generation and types

Virta provides services according to Art. 3 (3) EU Data Act which generates data concerning the Service's performance, use, and environment ("Product Data"). This data is essential for the Service's operation, maintenance and usability.

- a) **How data is generated:** Product Data is generated continuously during operation, including active charging sessions, idle states, and maintenance checks.
- b) **Data formats:** Product Data may include alphanumeric strings, boolean values, integer values, floating-point values, timestamps, JSON objects, and key-value pairs.
- c) **Data Categories:** The data generated includes:
 - i) **Operational Data:** Charging session start/stop times, duration, energy consumed (kWh), charging power (kW), state of charge (SoC) information (if provided by the vehicle), error codes, and firmware versions.
 - ii) **Performance & Diagnostic Data:** Internal temperature, voltage levels, network connectivity status, and hardware component health checks.
 - iii) **Usage Data:** Session authentication details (e.g., RFID tag ID, app user ID), and user interactions with the charger's interface.
- d) **Data Storage:** Product Data is stored temporarily on the charging device and transmitted securely to Virta's remote servers for processing and partly long-term partly short-term storage.

2. Purpose of Data Use and Retention

Virta uses Product Data for the following purposes:

- a) **Specific Purposes for Use:**
 - i) **Service Provision:** To initiate, manage, and bill for charging sessions; to display real-time and historical session data to our customer via the Virta app.
 - ii) **Product Maintenance & Improvement:** To remotely diagnose and resolve technical issues, deploy firmware updates, and analyze aggregated, anonymized performance data to improve the reliability and efficiency of our charging network.
 - iii) **Safety & Security:** To monitor for operational anomalies that could indicate a safety risk or unauthorized use.
- b) **Data Retention:** We retain this data only for as long as necessary to fulfill these purposes. Further, session-specific data is retained for the period required by financial and tax regulations. Diagnostic and performance data is retained for the operational lifetime of the product to ensure effective maintenance.
- c) **Use of derived data:** For clarity, we aggregate and derive further information from and based on the above-described Product Data, which we may use for other purposes. Regardless, we will always ensure confidentiality, privacy and other legal requirements are respected with respect to use of the derived data.

3. Your Right to Access, Retrieve, and Erase Your Data

You have the right to access the data generated by the Service.

- a) **How to Access:** You can request a copy of your Product Data by contacting your direct contact person at Virta or alternatively by contacting Virta via e-mail: data.act@virta.global
- b) **Data Quality and Format:** The data will be provided to you in a structured, commonly used, and machine-readable format.
- c) **Erasure:** Please note that upon termination of the Agreement, Virta may delete or anonymize Product Data. The erasure of certain operational data may be subject to legal retention obligations and may limit our ability to provide certain services.

4. Your Right to Share Data with Third Parties

You have the right to instruct Virta to share your Product Data with a third-party service provider of your choice (a "Data Recipient").

In order to authorize the sharing of your Product Data with a third party, reach out to Virta via e-mail: data.act@virta.global

5. You as a data holder

If you are a data holder as defined in Article 2(13) Data Act and you make data available to Virta, you hereby warrant that you are legally entitled to provide such data to Virta in accordance with your obligations under the Data Act, including but not limited to Article 4 and Article 5 thereof.

6. Terms and Compensation for Data Sharing

Your access to data is free of charge. When you instruct us to share data with a third-party business, any compensation requested from a third-party Data Recipient will be fair, reasonable, and non-discriminatory. It will be based solely on the costs directly incurred by Virta in making the data available (e.g., costs for formatting and transmission via a dedicated API) and may include a reasonable margin.

7. Protection of trade secrets and general data protection

Virta is committed to protecting its legitimate trade secrets, such as proprietary algorithms for hardware diagnostics or network load balancing, while respecting your right to data access.

- a) **Identification:** Data that constitutes a trade secret will be clearly identified as such in the metadata.
- b) **Confidentiality Agreements:** Before disclosing data identified as a trade secret to a third party, Virta will require the third party to agree to necessary and proportionate technical and organizational measures to preserve its confidentiality, which may include the use of confidentiality agreements or secure access protocols
- c) **Refusal to Disclose:** In exceptional circumstances, where Virta can demonstrate that disclosure of a specific trade secret is highly likely to cause serious economic damage despite safeguards, we may refuse the request for that specific data point.

For the avoidance of doubt, to the extent the data described above includes personal data, nothing said in this document will limit or change Virta's commitment to and obligations under the EU General Data Protection Regulation.

8. Support and Contact Information

For questions the Customer may contact Virta's data management team at:

Email: data.act@virta.global

Customer's right to Switch to another Data Processing Service Provider

This document outlines the Customer's rights and Virta's obligations as a data processing service according to Art. 2 Nr. 8 Data Act ("Platform Provider") when the Customer chooses to switch from Virta's Platform to another Platform Provider, in accordance with Chapter VI of Regulation (EU) 2023/2854 ("Data Act").

1. Customer's Right to Switch to a different Platform Provider

The Customer has the right to another Platform Provider that offers services of the same type as those provided by Virta through extracting, transforming and uploading the Product Data ("Switching").

Scope of Right: The Customer may exercise this right, subject to any applicable notice periods agreed with Virta or provided by the Data Act.

2. Exportable Data Categories

When Switching, the Customer has the right to port data that the Customer has provided to Virta or data that has been generated through the Customer's use of Virta's services concerning its performance, use, and environment ("Product Data").

- a. Input Data:** All data the Customer has directly provided, including:
 - i. User account information
 - ii. Payment and billing details
 - iii. Configuration settings
 - iv. Uploaded documents and files
- b. Output Data:** All data generated through the Customer's use of Virta's services, including:
 - i. Charging session records

- ii. Transaction histories and invoices
- c. Metadata:** Relevant metadata to interpret and use the exported data effectively.

3. Data export and timeline

Virta will facilitate the secure and complete transfer of the Customer's Product Data to the Customer's designated new service provider.

- a. How to Initiate:** The Customer can initiate the switching process by providing notice to Virta at data.act@virta.global. The Customer must provide Virta with a notice of at least two (2) months before the ending of Customer agreement's end initiating the Switching process or requesting data erasure. During this notice period, Virta will prepare for the transition and coordinate with the Customer to ensure continuity and security of services.
- b. Data Format:** The Customer's Exportable Data will be provided in structured, commonly used, and machine-readable formats.
- c. Timeline:** Virta will complete the data export process within 30 calendar days from the Customer's agreement's end date providing all necessary information to initiate the switch, including the details of the Customer's new service provider, is provided by the Customer. Following the completion of the transition period, Virta will enable the Customer to retrieve the exportable Product Data for an additional period of thirty (30) calendar days. After this retrieval period, Virta will be entitled to erase all exportable Product Data. If the Switching process cannot be completed within the transition period due to technical unfeasibility, Virta shall inform the Customer within fourteen (14) days of becoming aware, provide justification, and propose an alternative transition period not exceeding seven (7) months. The Customer may extend the transition period once for a period deemed more appropriate for its own needs.
- d. Security:** The data transfer will be conducted using secure transmission methods.

4. Virta's assistance obligations

Virta is committed to providing reasonable assistance to both the Customer and Customer-authorized third parties to ensure an effective Switching process for the Customer as well as service continuity and security during the process.

Technical Support: Virta will provide technical assistance to facilitate the data transfer, including coordination and risk awareness with the Customer's new service provider where reasonably necessary.

Data Integrity: Virta will ensure that all exported data maintains its integrity and completeness during the transfer process.

5. Charges and Compensation

Switching Charges will be fair, reasonable, and non-discriminatory.

6. Protection of Trade Secrets

Virta is committed to protecting its legitimate trade secrets while respecting the Customer's right to data portability.

Data that constitutes a trade secret will be clearly identified as such in the metadata provided to the Customer.

7. Support and Contact Information

For questions about switching providers or to initiate the switching process, the Customer may contact Virta's data management team at:

Email: data.act@virta.global