

This document is issued in accordance with **Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data** (hereinafter referred to as the 'Data Act'), particularly Articles 3(2) and 3(3), which establish the obligation to provide users with clear and comprehensible information on the product and related service data generated, processed, and made accessible through EnOcean SmartStudio, a SaaS-based software solution offered by EnOcean GmbH.

1. Scope of this disclosure

This disclosure applies to the EnOcean SmartStudio platform, including its connected hardware devices and related services. SmartStudio operates as a cloud-based IoT management and visualization solution, used for monitoring sensor data and managing EnOcean-based systems.

2. Type, Format, and Estimated Volume of Product Data

- 2.1. The system processes sensor data (e.g., temperature, motion, occupancy) and user action logs.
- 2.2. Data is transmitted in structured, machine-readable formats (e.g., JSON) via standard APIs (REST, MQTT).
- 2.3. A typical sensor generates less than 5 MB of data per year. Total volume depends on deployment size and system usage.
- 2.4. The service comprises two distinct categories of data:
 - Raw Device Data refers to unprocessed data that is directly generated and transmitted by a connected product or sensor. This includes primary outputs such as temperature readings, motion detection events, timestamps, location data, or signal strength-captured in their original format as emitted by the device's firmware.
 - Enriched Service Data refers to device data that has been processed, contextualized, or augmented by the platform or related services. Enrichment may include aggregation, analytics, labeling, threshold-based alerts, and other computed outputs. This data is intended to provide enhanced operational or business insight and is generated as part of the value-added functionality of the service, software or embedded system.
- 2.5. Users may access both raw and enriched data through the platform or APIs, unless otherwise restricted by contractual or legal obligations.
- 2.6. EnOcean SmartStudio is not designed to process personal data. However, in certain user-defined configurations, sensor outputs -when combined with contextual information- may allow inference of the presence or location of identifiable individuals. While EnOcean GmbH does not access or process identity-linked data, such inference may be possible depending on the customer's implementation.

3. Continuous and Real-Time Data Generation

- 3.1. Data is generated continuously and in real time, depending on event triggers such as motion, device state changes, or periodic telemetry intervals. The generation frequency may depend on technical configuration and user-defined settings.
- 3.2. The system is capable of real-time monitoring and near-instantaneous access via application interfaces.

- 3.3. System resilience is supported through periodic backup processes.
- 3.4. Actual transmission latency may vary based on device type and network configuration.

4. Data Storage and Retention

- 4.1. Data is stored in AWS Cloud infrastructure managed by EnOcean GmbH.
- 4.2. Default retention period is one (1) month. Extended retention can be arranged for an additional cost.
- 4.3. All data is hosted in the European Economic Area (EEA) unless otherwise agreed.
- 4.4. The system does not retain data on the device beyond a transient buffer period (typically several hours), unless specific device models or firmware versions support extended local logging.
- 4.5. Backups are available and maintained according to the SmartStudio Service Level Agreement.
- 4.6. Retention terms may also be detailed in individual user contracts or terms of service.

5. User Access, Retrieval, and Erasure

- 5.1. Each user is assigned an individual account. Shared access may be configured where appropriate.
- 5.2. Users may access, retrieve, and export both raw device and enriched service data via the SmartStudio interface or through standard APIs (REST/MQTT). Such data is provided in interoperable formats (e.g., JSON) and may be autonomously shared with third-party systems through embedded platform functionalities.
- 5.3. Users may request data erasure via the designated support channels. Such requests are subject to identity verification, contractual terms, and any applicable legal obligations, including those arising under the GDPR or laws relating to the preservation of evidence.
- 5.4. Exported datasets include both device telemetry and metadata where relevant. Export schema documentation is available upon request or through the customer portal.
- 5.5. EnOcean GmbH endeavors to maintain the availability of the data, excluding planned and emergency maintenance or events beyond its control. Planned maintenance is announced in advance. Emergency maintenance is communicated as soon as possible and kept to the minimum necessary duration. Details of the data availability is governed by the SmartStudio Service Level Agreement.
- 5.6. In the case of service component changes (e.g., API upgrades), EnOcean GmbH will maintain backwards compatibility for at least one year. Decommissioning will be announced in advance unless driven by third-party or legal compulsion.

6. Security and Trade Secrets

- 6.1. All data exchanges are encrypted. User accounts are secured using standard authentication mechanisms.
- 6.2. Multi-factor authentication (MFA) and OAuth2 integration may be enabled upon user request, subject to additional charges.
- 6.3. The platform does not process trade secrets. Data consists of standard sensor outputs. However, EnOcean GmbH's proprietary configuration logic and

enrichment algorithms constitute trade secrets and are not accessible to users or third parties.

- 6.4. Incident classification, response times, and resolution periods are defined in the SmartStudio Service Level Agreement.

7. Data Use, Sharing, and Processing Parties

- 7.1. Data is used by EnOcean GmbH for the purpose of service provision, analytics, diagnostics, and operational improvements.
- 7.2. Data is not shared with third parties without user consent. Where applicable, such sharing is governed by a service-level agreement (SLA).
- 7.3. Amazon Web Services (AWS) is the primary sub-processor providing cloud hosting services within the EEA. No international transfers outside the EEA occur unless agreed and safeguarded by standard contractual clauses. Any additional sub-processors will be communicated to the user with prior notice and subject to objection rights.

8. Data Portability and Switching

- 8.1. Data is portable and accessible via standard APIs (REST/MQTT) in interoperable formats (e.g., JSON). While data may be exported or migrated to other platforms, the SmartStudio application itself remains cloud-native and cannot operate outside EnOcean's AWS-based infrastructure.
- 8.2. Restoration from platform backups is not available for portability purposes.
- 8.3. JSON is the default data format used for exports and integrations, ensuring compatibility with standard industry tools and platforms.
- 8.4. Post-termination switching support is available, including data export assistance, subject to reasonable and transparent administrative charges. These will be communicated in advance in accordance with Article 25(2) of the Data Act. Unless otherwise agreed, support is provided for a minimum of 30 calendar days following termination.
- 8.5. Upon termination, user accounts and associated data are deleted with prior notice, unless retention is required for compliance with legal obligations, the establishment, exercise, or defence of legal claims, or other legitimate interests.
- 8.6. Customers may request a data export prior to account deletion. Unless otherwise specified in the contract, account deletion will occur no earlier than 30 days after the effective termination date.
- 8.7. Exported data includes time series raw device and enriched service data, sensor metadata, and asset mappings, provided these fall within the user's access scope.
- 8.8. Specific contractual terms may override or supplement the provisions stated herein.

9. Contract Duration and Termination

- 9.1. Subscriptions are concluded for an initial one (1) year term, and automatically renew annually unless terminated with three (3) months' notice according to the contractual clauses.
- 9.2. Termination terms are governed by the general Terms and Conditions accepted upon account registration.

- 9.3. Material changes to contractual terms, pricing structures, or service level commitments shall be communicated to the user in advance, in accordance with applicable contractual provisions.

10. Legal Identity and Communication

- 10.1. The provider is EnOcean GmbH, incorporated in Germany.
- 10.2. EnOcean GmbH is located at:
Kolpingring 18a
82041 Oberhaching
- 10.3. Users may contact EnOcean GmbH through designated support channels as stated in the service contract or via the company's website.
- 10.4. In accordance with Article 3(3)(g) of the Data Act, users have the right to lodge complaints with the competent authority regarding suspected non-compliance with data access or usage obligations.

This document serves as part of EnOcean Group's compliance with the Data Act's transparency and disclosure obligations. It does not override or substitute the specific contractual terms applicable to the user's purchase or use of the product. Updates may be issued as required by legal or operational developments.

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