undagrid

Data Act Transparency Disclosures

Regulation (EU) 2023/2854

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 data generated or processed through connected products and related services provided by Undagrid B.V., a wholly owned subsidiary of EnOcean GmbH and part of the EnOcean Group.

1. Scope of this disclosure

This disclosure applies exclusively to the connected product and related service offerings provided by Undagrid B.V.. The terms "connected product" and "related service" shall be interpreted in accordance with Article 2(5) and 2(6) of the Data Act, unless otherwise specified in individual contractual arrangements.

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

2.1.   The connected products are capable of generating various types of product data, including but not limited to GPS position, movement state, temperature, battery levels, cellular information, and user interaction logs.

2.2.   These data are primarily transmitted via 4G and BLE protocols, in structured and commonly used machine-readable formats such as JSON, CBOR, and custom binary formats including protobuf.

2.3.   The service comprises two distinct categories of data:

o   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.

o   Enriched Service Data refers to 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.

2.4.   The estimated data volume varies significantly based on the device type, connectivity protocol, and level of data processing. The following figures represent average monthly data volumes per device:

o   4G-connected devices generate approximately 10 MB/month.

o   WiFi-connected devices may reach up to 75 MB/month.

- o BLE-connected devices may generate data up to 30 MB/month.

- o Given the heterogeneity of devices (some generating orders of magnitude more data than others), per-device averages may not accurately reflect usage. However, users may request individualized data volume reports per device or deployment upon written request, in line with transparency obligations under the Data Act.

3. Continuous and Real-Time Data Generation

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.

4. Data Storage and Retention

4.1. Data retention on devices varies depending on the hardware type and configuration:

- o Some devices transmit data in real time with no local storage.

- o Others retain data temporarily, typically for a few hours, in case of connectivity loss.

- o Certain devices are capable of retaining data for up to several days, enabling delayed transmission during outages or in edge processing scenarios.

4.2. Once transmitted, data is stored in the cloud infrastructure managed by Undagrid B.V., hosted on AWS within the European Economic Area (EEA), unless otherwise agreed.

4.3. Once transmitted, no further retention occurs on the device. Cloud-based storage retains raw and enriched data for a default period of 10 years, unless a different retention period is contractually agreed or legally required.

4.4. Retention periods and procedures may also be specified in the applicable service contract.

5. User Access, Retrieval, and Erasure

5.1. Users have access to enriched service data via authenticated web applications and REST APIs. Access is limited to enriched service data representing the customer's digital twin, not the raw telemetry generated by the devices.

5.2. The data is accessible in a structured format, specifically JSON.

5.3.   Direct access to raw device data is not enabled due to design constraints and for security reasons, in accordance with Article 4(1) of the Data Act. Users are provided with enriched and relevant data necessary for the intended service functionality.

5.4.   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.

6. Security and Trade Secrets

6.1.   All customer-facing communications are secured using HTTPS and JWT-based authentication. User accounts are protected by industry-standard identity and access management (IAM) mechanisms.

6.2.   For data ingestion, authentication and encryption methods vary depending on the data source and integration type.

6.3.   Data enrichment processes and certain algorithmic methods constitute trade secrets and remain proprietary to Undagrid B.V. Therefore, while user-accessible data does not constitute a trade secret, proprietary algorithms used for data enrichment and analytics are protected as trade secrets. These components are not exposed to users or third parties.

7. Data Use, Sharing, and Processing Parties

7.1.   Data is used internally by Undagrid B.V. and its parent company EnOcean GmbH for the purpose of service provision, analytics, diagnostics, and operational improvements.

7.2.   No third-party access is granted unless explicitly authorized in writing by the customer and subject to contract.

7.3.   In addition to AWS infrastructure operated under the sole control of Undagrid B.V., the following external data processors are also involved in the provision of services:

- o   Auth0 (a product of Okta, Inc.) – used for identity and access management, including secure user authentication and token-based authorization.

- o   Google Cloud Services – used for localization for identification of WIFI points etc.

- o   All processors act under data processing agreements with Undagrid B.V. which are disclosed to the users under the individual agreements.

8. Data Portability and Switching

8.1.   Upon written request, Undagrid supports the export of user data in machine-readable formats including JSON, CSV, or MongoDB dump. Intermediate processing data and proprietary enrichment logic are excluded.

8.2.   Switching assistance may be offered based on individual agreement, subject to potential fees. Such fees, where applicable, will be disclosed in advance. Fees will be limited to reasonable and transparent administrative costs, in accordance with Article 25(2) of the Data Act and based on the volume of the data that needs to be transferred.

8.3.   Upon termination, user data collections may be erased upon formal written request by the data subject or their authorized representative, unless retention is required for compliance with legal obligations, the establishment, exercise, or defense of legal claims, or other legitimate interests

9. Contract Duration and Termination

9.1.   Service contracts typically have durations ranging from 3 to 5 years, with renewal terms set forth in the applicable agreement.

9.2.   Early termination and switching may involve technical or administrative assistance and shall be subject to the terms of the individual contract.

9.3.   No general transitional period is contractually defined for switching purposes. However, data portability is supported upon the user's written request and subject to applicable terms and conditions. Users are advised to consult the relevant contractual provisions for any specific arrangements governing transitional assistance or data transfer timelines.

10. Legal Identity and Communication

10.1.   The data holder is Undagrid B.V., a private limited company incorporated in the Netherlands, and a wholly owned subsidiary of EnOcean GmbH.

10.2.   Undagrid B.V. is located at:

Stadsplateau 29, 3521 AZ Utrecht, The Netherlands

10.3.   Users may contact Undagrid through designated support channels as stated in the service contract or via the contact info in the company's website (Get in touch - Undagrid.)

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 forms part of the EnOcean Group's compliance with the Data Act's transparency and disclosure obligations. Undagrid B.V. operates under the legal and governance framework of its parent company, EnOcean GmbH.

This document **does not override or substitute** the specific contractual terms applicable to the user's purchase or use of the product. This document is subject to future updates in response to regulatory guidance, service evolution, or contractual changes.

September 12, 2025

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