

EU DATA ACT ADDENDUM

This Addendum forms part of the Agreement between the Customer and DataSnipper and may be updated from time to time. Unless otherwise defined in this Addendum, capitalized terms have the meanings given to them in the Agreement.

This Addendum applies to Customers who are registered in a member state of the EU/EEA and have purchased one or more Services listed in Schedule 1. This Addendum applies only to those Services that the Customer has actually purchased, as indicated in the applicable Order Form.

1. The Customer's right to switch and erasure

- 1.1. At any time during the Subscription Term or a renewal term, the Customer may request to:
- either: (a) switch to a data processing service offered by a different provider of data processing services; or (b) migrate all Customer Data to an on-premises ICT infrastructure (each a **Switch**); and/or
 - erase its Customer Data,

by giving two (2) months' prior notice to DataSnipper (the **Notice Period**) by sending an email to legal@datasnipper.com.

- 1.2. For a period of 30 days immediately following expiry of the Notice Period (the **Transitional Period**), the Customer must continue to pay the Fees for the Services and DataSnipper must:
- provide reasonable assistance to the Customer and third parties authorised by the Customer in connection with a Switch;
 - act with due care to maintain business continuity, and continue the provision of the Services;
 - provide clear information concerning known risk to continuity in the provision of the Services and/or technical limitations;
 - ensure that the agreed level of security is maintained throughout the switching process, in particular the security of the data during their transfer and the continued security of the data during the retrieval period, in accordance with applicable EU or national law.
- 1.3. If the Customer wishes to complete a Switch to a different provider of data processing services, the Customer must provide DataSnipper at the same time as its notice under paragraph 1.1 with the necessary details of that provider.
- 1.4. The Customer must pay DataSnipper switching charges (the **Switching Charges**) for the activities and support provided by DataSnipper in connection with a Switch under this Addendum. The Switching Charges are limited to DataSnipper's costs that are directly related to the relevant Switch and will be mutually agreed.
- 1.5. If the Transitional Period of 30 days is technically unfeasible, DataSnipper must notify the Customer within 14 working days after the Customer's notice under paragraph 1.1 and indicate, providing a reasonable explanation for such technical limitations and an alternative Transitional Period to export their Customer Data, which must not exceed seven months. DataSnipper must continue to provide, and the Customer must continue to pay the Fees for, the Services during any extended Transitional Period.
- 1.6. At any time before expiry of the Transitional Period, the Customer may extend the Transitional Period once for a period that the Customer considers more appropriate for its own purposes by giving notice to DataSnipper, including the end date of the extended Transitional Period.

2. Support and information

- 2.1. DataSnipper must provide the Customer with reasonable support for the Customer's exit strategy relevant to the Services, including by providing all relevant information.

3. Data retrieval

- 3.1. As soon as reasonably practicable after the start of the Transitional Period, the Customer must provide DataSnipper with details of where to export the most recent back-up of Customer Data held by DataSnipper at the end of the Transitional Period (the **Data Export**).
- 3.2. Within 30 days after expiry of the Transitional Period, DataSnipper must:
 - first, provide the Customer with a copy of the Data Export; and
 - then, erase any remaining Customer Data in its possession.

4. Effect on the duration of the Agreement

- 4.1. The Customer must notify DataSnipper when a Switch successfully completes via legal@datasnipper.com.
- 4.2. In the absence formal notification by the Customer as indicated above, the Switch will be deemed successful at the end of the Transitional Period or at the end of the extended Transitional Period.
- 4.3. The Agreement automatically terminates, as applicable:
 - on successful completion of the Switch; or
 - where the Customer does not wish to complete a Switch, but to erase its Customer Data in accordance with paragraph 1.1.2 of this Addendum, on expiry of the Notice Period,

and DataSnipper must notify the Customer of the date on which the Agreement terminates under this paragraph 4.3 (the **Termination Date**). For the avoidance of doubt, termination of the Agreement pursuant to this Addendum applies exclusively to the relevant Services and does not affect the Agreement in its entirety with respect to any other Services.

- 4.4. If the **Termination Date** occurs before the end of the Subscription Term or current renewal period, DataSnipper may charge the Customer an early termination fee. The Customer must pay this fee to DataSnipper before the Termination Date, calculated as follows:
 - an amount equal to 100% of the Fees that would have been payable in respect of the period from the Termination date until expiry of the Subscription Term (the **Early Termination Fee**).

For the avoidance of doubt, the Early Termination Fee does not affect the Customer's obligation to pay the Fees in full for the Services up to and including the Termination date. DataSnipper shall continue to provide the Services in accordance with the Agreement until the Termination date.

5. Exclusions

In accordance with the Data Act, Switch or erasure of Customer Data will not be accepted for the DataSnipper Software as defined in the Agreement or for any Service that has been provided by DataSnipper for a limited period of time specifically for testing purposes in relation to the Design Partnership Program.

6. Liability

DataSnipper shall not be liable for any damages, losses, costs or expenses arising out of or in connection with the Switch and/or erasure of Customer Data. This exclusion of liability includes, but is not limited to, any issues related to Customer Data loss, system downtime, compatibility issues, or any other disruptions or failures that may occur during or as a result of the Switch and/or erasure. Nothing in the Agreement, however, excludes or limits either party's liability to the other party under or in connection with the Agreement for intentional acts or gross negligence that breach any data-related obligations under the Agreement.

Schedule 1 – Services

#	Service	Exportable data
1	UpLink PBC	Customer Data