EU DATA ACT TERMS ON SWITCHING BETWEEN PROVIDERS DATA PROCESSING SERVICES

(the **"Switching Terms"**)

1 Introduction

If 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 and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (the **"Data Act"**) applies to your use of TrendMiner's cloud services, these Data Act Terms will be incorporated in your cloud services agreement with the relevant TrendMiner entity.

For purposes of these Switching Terms, the following definitions apply:

- **"Cloud Services Agreement"** means the cloud services agreement or any other written agreement between you and TrendMiner governing your use of the Cloud Services.
- **"Cloud Services"** means TrendMiner's cloud-based services as further described in the Cloud Services Agreement.
- **"Customer Data"** means the exportable data and digital assets that can be exported during the Switching Process. A list of exportable categories of data is available at https://www.trendminer.com/legal/policies
- **"TrendMiner"** means the TrendMiner entity with which you have entered into the Cloud Services Agreement.
- **"you"**, **"your"** (or similar shall terms) means the customer of the Cloud Services as identified in the Cloud Services Agreement.

In case of a conflict between the Cloud Services Agreement, and these Switching Terms, these Switching Terms shall prevail.

2 Switching between Providers of Data Processing Services or to an on-premises ICT Infrastructure

2.1 Switching Process

TrendMiner shall not restrict your ability to switch to a data processing service that covers the same service type as the Cloud Services, whether provided by another data processing service provider, to an on-premises ICT infrastructure, or, where applicable, to multiple data processing service providers (hereafter, collectively **"Switching"**).

If you wish to initiate the Switching procedure, you must provide TrendMiner with at least two (2) months' prior written notice (the **"Notice Period"**) and, if applicable, provide the necessary details of the third-party provider of data processing services.

No later than thirty (30) days after the end of the Notice Period (the **"Transition Period"**), TrendMiner shall, by its discretion, either:

- provide you with an export of your Customer Data in a commonly used, structured, and machine-readable format; or
- grant you access to the relevant application programming interfaces (APIs) to enable you to export your Customer Data.

TrendMiner may extend the Transition Period, upon written notice provided to you within fourteen (14) working days, for a period of up to seven (7) months if TrendMiner reasonably believes that a thirty (30)-day period is technically unfeasible, and shall provide you with a justification for such extension. You may likewise propose a one-time extension of the Transition Period for a duration of maximum thirty (30) calendar days.

Additionally, for a period of at least thirty (30) days following the end of the Transition Period, you shall have the right to request and retrieve your Customer Data through the mechanisms made available by TrendMiner. After this retrieval period, your Customer Data will be retained and subsequently deleted in accordance with TrendMiner's data retention policies.

The categories of data that shall be excluded from the Switching process, as they are specific to TrendMiner's internal functioning and constitute confidential information, trade secrets, intellectual property, or other proprietary information of TrendMiner is documented at https://www.trendminer.com/legal/policies

2.2 Assistance during Switching

During the Transition Period, the Cloud Services Agreement shall remain applicable, and TrendMiner shall, subject to your compliance with the Cloud Services Agreement:

- provide reasonable assistance to you and to any third parties authorised by you in the Switching process;
- provide commercially reasonable support for your exit strategy relating to the Cloud Services, including by providing relevant information;
- act with due care to maintain business continuity and continue providing the Cloud Services;
- provide information regarding known risks to the continuity of the Cloud Services; and
- ensure a high level of security in accordance with TrendMiner's information security policies and procedures.

You acknowledge that certain information and functionalities are available through self-service features of the Cloud Services or through other technical documentation provided by TrendMiner. Accordingly, TrendMiner's assistance may, in the first instance, be limited to directing you to the relevant self-service functionalities or technical information. Any assistance required beyond what is available through such self-service tools or documentation may be requested by submitting a support request through TrendMiner's designated support channels.

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Any assistance or information provided during the Switching process shall be subject to the confidentiality obligations set out in the Cloud Services Agreement.

2.3 Termination of the Cloud Services Agreement and Early Termination Penalty

Without prejudice to any existing payment obligations under the Cloud Services Agreement, the Cloud Services Agreement shall be considered to be terminated in the following cases:

- where applicable, upon completing of the Switching process;
- at the end of the Notice Period, where you do not wish to switch but to erase the Customer Data.

For the avoidance of doubt, all fees paid under the Cloud Services Agreement are non-refundable. If you exercise your Switching rights prior to the expiry of the committed contract duration of the Cloud Services Agreement, you shall be liable to pay an early termination fee equal to the fees that would have become due and payable for the remainder of the committed contract duration. You expressly acknowledge and agree that this early termination fee constitutes an early termination penalty intended to compensate TrendMiner for the loss of the agreed contractual commitment and related commercial expectations, and does not constitute a switching charge.

3 Miscellaneous

These Switching Terms shall be governed by the provisions of the Cloud Services Agreement. Any liability arising under these Switching Terms shall be subject to the limitations of liability set out in the Cloud Services Agreement.

TrendMiner has no control over any third-party data processing service provider you may engage, and assumes no responsibility or liability for the success of the Switching process, including, without limitation, any issues relating to data integrity or loss, system downtime, compatibility problems, disruptions, or any other failures that may occur.

These Switching Terms do not apply to demo, trial, beta, sandbox, or other non-production versions of the services made available by TrendMiner solely for testing or evaluation purposes and for a limited period of time.

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