EU Data Act Addendum

Last updated: 5 January 2026

1.1   This EU Data Act Addendum ("**Addendum**") applies and supplements the Agreement only to the extent that the Customer is established and has its billing address in the EU. Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum will have the meaning given to them in the Agreement. References to the Agreement in this Addendum refer to the Agreement between the Customer and Sylvera and includes any relevant Order Form(s).

1.2   This Addendum sets out the terms and conditions under which the Customer can seek to switch the Services to a provider of equivalent third-party or on-premise services under the Data Act.

1.3   The Customer may submit a request to switch the Services to a third party or on-premise provider of equivalent services. The Customer may migrate its Switching Data (as defined in Clause 1.4 of this Addendum) or have its Switching Data erased. A switching request must be submitted at least two months prior to the Customer's planned switch initiation date ("**Notice Period**") by contacting legal@sylvera.io ("**Switching Request**"). A Switching Request will be deemed received on the date on which the Customer provides all information that may be required by Sylvera to determine whether the request conforms with the requirements of the Data Act. If Sylvera accepts the Switching Request, Sylvera will provide the Customer reasonable assistance in giving effect to the Switching Request, including by providing all relevant information. Beta Services and Services provided specifically for testing and evaluation purposes are not eligible for Switching Requests.

1.4   Upon acceptance of a Switching Request and expiry of the Notice Period, the Customer may export the Customer Data or have such Customer Data ported to the Customer's on-premise ICT infrastructure or to an alternative provider's environment ("**Switching Data**"). Sylvera's Proprietary Information is specifically excluded from Switching Data, including data specific to the internal functioning of the Services or that is protected by Intellectual Property Rights under the Agreement, or that constitute a trade secret of Sylvera or any third party, or data related to the integrity and security of the Services. "**Proprietary Information**" means information relating to Sylvera's technology or business, including but not limited to plans, pricing, methods, methodologies, processes, financial data, lists, intellectual property rights, customer information, security practices, apparatus, statistics, programs, research, development, or information technology, regardless of whether such information is marked as proprietary or confidential.

1.5   Sylvera will provide instructions for the Customer to export Switching Data within thirty (30) days from the end of the Notice Period ("**Transition Period**"). Sylvera will inform the Customer within fourteen (14) days of receiving a Switching Request if exporting the Switching Data within the Transition Period is technically unfeasible. Sylvera may request a reasonable extension of the Transition Period not exceeding seven (7) months ("**Alternative Period**").

1.6   The Customer must retrieve the Switching Data from the relevant Services within thirty (30) days starting after the termination of the Transition Period or Alternative Period, as applicable ("**Retrieval Period**"). Upon expiry of the Retrieval Period, Sylvera will erase all Switching Data generated by or relating to the Customer.

1.7   The Customer shall notify Sylvera once the export of Switching Data is complete by writing to legal@sylvera.io. In the absence of formal notification by the Customer, the Switching Process will be deemed successful at the end of the Transition Period or Alternative Period (the "**Termination Date**"). Sylvera will continue to provide the Services in accordance with the

Agreement until the Termination Date.

1.8   The Customer acknowledges that Sylvera's pricing for the Services with annual or multi-year terms and minimum spend commitments is generally lower than for Services with commensurate usage purchased without such commitments. If the Customer elects to terminate the Agreement before the end of the Initial Term (or before the end of the relevant Renewal Term, if applicable) through a Switching Request and any Fees remain outstanding as at the date on which Customer submits a Switching Request, within thirty (30) days of submitting a Switching Request the Customer must pay an early termination fee equal to the amount that the Customer would have owed for the entire Term, if the Customer had not terminated the Agreement prematurely under this Addendum. Nothing in this Addendum waives or limits the Customer's obligation to pay such Fees. Such early termination fees are separate from, and not considered, "switching charges" for the purposes of the Data Act. The Customer acknowledges and agrees that under no circumstances will such termination entitle the Customer to a (i) refund of any of the Fees previously paid under the terminated Agreement or (ii) discount for any Fees corresponding to the relevant Services that are terminated before the end of their Initial Term or Renewal Term, as applicable.

1.9   It is the Customer's sole responsibility to ensure that it has all rights and permissions concerning the Switching Request and the Switching Data before exercising its rights hereunder, including for its affiliates. The Customer will defend Sylvera and its Affiliates against any claim, demand, suit or proceeding made or brought against Sylvera by the Customer's Affiliates alleging that the Switching Request infringes their rights or licenses. The Customer will indemnify Sylvera from any damages, attorney fees and costs finally awarded against Sylvera as a result of, or for any amounts paid by Sylvera under a settlement approved by the Customer in writing, resulting from such a claim against Sylvera. These obligations apply provided Sylvera (a) promptly gives the Customer written notice of such a claim against Sylvera, (b) gives the Customer sole control of the defense and settlement of such a claim against Sylvera (except that the Customer may not settle any such claim against Sylvera unless it unconditionally releases Sylvera of all liability), and (c) gives the Customer all reasonable assistance, at the Customer's expense. The above defense and indemnification obligations do not apply if such a claim against Sylvera arises directly and solely from Sylvera's breach of the Addendum and/or the Agreement.

1.10   Sylvera shall not be liable for any damages, losses, costs, or expenses arising out of or in connection with a Switching Request. This exclusion of liability includes, but is not limited to, any issues related to Switching Data integrity or loss, system downtime, compatibility issues, or any other disruptions or failures that may occur during or as a result of the Switching Request. The Customer assumes full responsibility for the successful Switching Process.