

Data Act Addendum

1. General Provisions

1.1. Incorporation and purpose

This Data Act Addendum (the “**Addendum**”) is incorporated into and forms part of the Agreement between Company and Customer (“**Agreement**” means the entirety of the contractual components for the provision of the FUAGO SaaS Offering by Company to Customer, in particular the General Terms, the Service Terms and the Order(s)). Company and Customer are hereinafter jointly referred to as the “**Parties**”. This Addendum implements the requirements of Chapter VI of Regulation (EU) 2023/2854 (the “**Data Act**”) for providers of Data Processing Services and governs the rights and obligations of the Parties regarding access to and use of the FUAGO SaaS Offering while safeguarding their business interests and confidentiality.

2. Definitions

2.1. Definitions from the Agreement and the Data Act

Capitalized terms not defined in this Addendum have the meaning given to them in the Agreement, in particular in the General Terms and the Service Terms, and the statutory meaning set out in Article 2 of the Data Act.

2.2. Supplementary Definitions

The following definitions apply in addition to terms defined elsewhere in this Addendum:

- „**Alternative Transition Period**“: The additional period proposed by Company under Section 5.1 if the Initial Transition Period is technically not feasible.
- „**Initial Transition Period**“: The period starting upon expiry of the Notice Period within which Company must complete the switch without undue delay and within thirty (30) calendar days in accordance with Article 25(2)(a) of the Data Act.
- „**Notice Period**“: A fixed lead time of two (2) consecutive calendar months between receipt by Company of Customer’s Switching Request and the start of the Initial Transition Period.
- „**Switching Request**“: Customer’s notice to Company in text form exercising a Switching Option.
- „**Switching Option**“: Any option selected by Customer in its Switching Request under Section 3.1(a) to (c).
- „**Extended Transition Period**“: An additional period selected by Customer under Section 5.2 which extends the then applicable transition period (Initial Transition Period or Alternative Transition Period) for such duration as Customer, in its discretion, deems appropriate for its own purposes.
- „**Transition Window**“: The context-relevant period being the Initial Transition Period, the Alternative Transition Period or the Extended Transition Period, as applicable.

3. Customer Switching

3.1. Switching Options

Customer may submit a Switching Request at any time during the Term of the Agreement. Upon receipt of the Switching Request, the Notice Period commences in accordance with the communication procedure set out in the Agreement. Customer may choose one of the following Switching Options: (a) switch to another Data Processing Service of the Same Service Type; (b) switch to an On-Premises ICT Infrastructure; or (c) deletion of all Exportable Data and Digital Assets.

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3.2. Termination of the Agreement

If Customer chooses the Switching Option under Section 3.1(a) or (b), the Agreement terminates automatically upon completion of the Switching. If Customer chooses the Switching Option under Section 3.1(c), the Agreement terminates automatically upon expiry of the Notice Period. Company will confirm such termination in text form.

4. Support during the Transition Window

During the Transition Window, Company undertakes to: (a) provide reasonable assistance to Customer and to third parties authorized by Customer in executing the Switching; (b) act with due care to maintain business continuity and continue to provide the contractually owed functions or services; (c) inform about known risks to the uninterrupted provision of the functions or services that originate from the original provider of the data processing services; (d) maintain a high level of security for data transfer and during the Retrieval Period (as defined below); (e) provide all information reasonably required to support Customer's exit strategy; and (f) perform the Agreement, including all agreed Support Services, vis-à-vis Customer during the Transition Window.

5. Technical infeasibility and Customer extension

5.1. Notice of infeasibility

If completion of the Switching within the Initial Transition Period is technically not feasible for Company, Company shall, within fourteen (14) working days after receipt of the Switching Request, (i) inform Customer in text form, (ii) provide a reasonable justification, and (iii) propose an Alternative Transition Period not exceeding seven (7) months.

5.2. Extension by Customer

Customer may extend the then applicable Transition Window (i.e., in this case the Initial Transition Period or the Alternative Transition Period) once by an Extended Transition Period by giving notice in text form to Company prior to its expiry.

5.3. Service continuity

Company shall ensure the availability and security of the FUAGO SaaS Offering and any agreed ancillary services as set out in the Agreement during the Transition Window against payment of the usage fees originally agreed in the Agreement.

6. Retrieval Period

After expiry of the Transition Window, Customer may retrieve the relevant Exportable Data and the Digital Assets for thirty (30) calendar days (the "**Retrieval Period**").

7. Deletion of Exportable Data

Unless the Parties agree on a later erasure date, Company shall, automatically and without further instruction of Customer, irreversibly erase all Exportable Data and Digital Assets after the end of the Retrieval Period. Company shall confirm erasure to the Customer upon request.

8. Contractual information

8.1. Exportable Data

The categories of Exportable Data and Digital Assets under this Addendum are set out in the "**Exportable Data**" catalog as made available to Customer. Categories excluded to protect Company's trade secrets or third-party intellectual property rights are accessible in the catalog of excluded data at the same location.

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8.2. Website transparency

Company publishes transparency information on international data access and data transfers pursuant to Article 28 of the Data Act in a documentation to be made available to Customer and keeps it up to date.

9. Fees and payment

9.1. Switching Charges

Until 12 January 2027, Company may charge its directly quantifiable costs of the Switching, including Data Egress Fees. All Switching Charges shall be disclosed in the Order or in a separate offer. As from 12 January 2027, Company will not charge Switching Charges.

9.2. Early Termination Payment

Upon termination of the Agreement under Section 3.2, Customer shall pay an „**Early Termination Payment**“ equal to the fees that would have become due from the termination until the end of the originally agreed Term under the Order. The Early Termination Payment includes all fees and any upgrades acquired before the effective date of termination that would have fallen due during this period. The Early Termination Payment is generally payable in installments in accordance with the payment schedule agreed in the Order for the respective Term. For clarity, the Early Termination Payment is not a Switching Charge under the Data Act and does not relate to data transfer or switching services.

9.3. Consolidated invoicing

With Customer's prior consent, Company may issue a single consolidated invoice for the Early Termination Payment as described in Section 9.2, which Customer shall settle in one payment.

9.4. General invoicing and payment terms

All provisions of the Agreement regarding invoicing dates, payment deadlines, consequences of default, and taxes apply accordingly to this Addendum.

10. Exemptions

10.1. Customer-specific Data Processing Services

If Company provides customer-specific Data Processing Services within the meaning of Article 31(1) of the Data Act to Customer, the statutory exemptions apply.

10.2. Non-production environments

No obligation under Chapter VI of the Data Act applies to parts of the FUAGO SaaS Offering that are provided as a non-production version for testing and evaluation purposes and for a limited period.

10.3. Pre-contractual disclosure

Before entering into an Agreement for a service falling under Section 10.1 or 10.2, Company informs Customer about the obligations under Chapter VI of the Data Act that do not apply to the respective service.

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11. Miscellaneous

11.1. Protection of intellectual property, Trade Secrets and security

Nothing in this Addendum shall be construed to require Company to (a) develop new technologies or services, (b) disclose or transfer Digital Assets or other assets protected by intellectual property rights or constituting a Trade Secret of Company or a third party, or (c) compromise the security or integrity of the FUAGO SaaS Offering, related Support Services, and the systems of Customer or third parties, each in accordance with Article 30(6) of the Data Act.

11.2. Good faith cooperation

The Parties agree to cooperate in good faith to implement economically reasonable compliance measures, acknowledging that the Data Act may be further interpreted by competent authorities and courts.

11.3. Order of precedence

In the event of a conflict between this Addendum and any other component of the Agreement, this Addendum prevails.

11.4. Amendment procedure

Amendments to this Addendum become effective exclusively in accordance with Section 5.5 of the General Terms.

11.5. Effective date

This Addendum is incorporated into the Order as part of the Agreement and enters into force upon execution by both Parties.