

EU DATA ACT ADDENDUM

1. General

1.1 Incorporation

To the extent applicable to Customer's usage of the Subscription Service, this EU Data Act Addendum (this "**Addendum**") is incorporated into, and forms part of, the "**Agreement**" (collectively, the Order Form and either the underlying applicable Talon.One General Terms & Conditions or the Talon.One Master SaaS Agreement, as referenced in the respective Order Form) between Talon.One and the Customer (together the "**Parties**").

1.2 Purpose and Regulatory Background

Talon.One provides certain Subscription Services as a Data Processing Service within the meaning of the Regulation (EU) 2023/2854 of the European Parliament and of the Council on harmonised rules on fair access to and use of data ("**Data Act**"). Chapter VI of the Data Act imposes specific contractual obligations on Talon.One as a Data Processing Service provider regarding the provision of such Subscription Services as agreed in the Agreement. This Addendum sets out the Parties' rights and duties under Chapter VI of the Data Act with respect to the Subscription Services, while safeguarding their commercial and confidentiality interests.

1.3 Hierarchy

In the event of any conflict between this Addendum and any other document of the Agreement, this Addendum shall prevail. Nothing herein shall waive or limit any mandatory provision of the Data Act.

2. Definitions

2.1 Definitions in the Agreement

Capitalised terms not defined herein have the meanings ascribed in the Agreement, in particular, in the Master SaaS Agreement or the Data Act.

2.2 Additional Definitions

"Switching Option": Any option that the Customer elects in its Switching Request as set forth in Sec. 4.1 a) to c) of this Addendum.

"Switching Request": The Customer's written notice to Talon.One exercising a Switching Option.

"Initial Transition Period": The period starting upon expiry of the Notice Period during which Talon.One shall complete the Switching without undue delay and in any event within thirty (30) calendar days in accordance with Art. 25 (2)(a) Data Act.

"Alternative Transition Period": A longer period, proposed by Talon.One under Sec. 6.1 of this Addendum in the event the Initial Transition Period is technically infeasible, and not exceeding seven (7) months in total.

"Extended Transition Period": A single additional period elected by the Customer under Sec. 6.2 of this Addendum, that extends whichever Transition Period (Initial or Alternative) is then in effect, for such duration as the Customer reasonably considers appropriate for its own purposes.

"Transition Period": Collectively referring to the Initial Transition Period, Alternative Transition Period or Extended Transition Period then in effect, as the context requires.

"Notice Period": A fixed lead time of two (2) consecutive calendar months between the Customer's submission of a Switching Request and the commencement of the Initial Transition Period.

2.3 Data Act Definitions

For convenience the following terms are used exactly as defined in Art. 2 Data Act:

"Data": Any digital representation of acts, facts or information and any compilation of such acts, facts or information, including in the form of sound, visual or audio-visual recording (Art. 2 No. 1 Data Act).

"Data Egress Charges": Data transfer fees charged to customers for extracting their data through the network from the ICT Infrastructure of a provider of Data Processing Services to the system of a different provider or to on-premises ICT Infrastructure (Art. 2 No. 35 Data Act).

"Data Processing Service": A digital service that is provided to a customer and that enables ubiquitous and on-demand network access to a shared pool of configurable, scalable and elastic computing resources of a centralised, distributed or highly distributed nature that can be rapidly provisioned and released with minimal management effort or service-provider interaction (Art. 2 No. 8 Data Act).

"Digital Assets": Elements in digital form, including applications, for which the customer has the right of use, independently from the contractual relationship with the Data Processing Service it intends to switch from (Art. 2 No. 32 Data Act).

"Exportable Data": The input and output data, including Metadata, directly or indirectly generated or co-generated by the Customer's use of the Data Processing Service, excluding any assets or data protected by intellectual-property rights or constituting a trade secret of providers of data-processing services or third parties (Art. 2 No. 38 Data Act).

"Metadata": A structured description of the contents or the use of data facilitating the discovery or use of that data;

"On-premises ICT Infrastructure": ICT infrastructure and computing resources owned, rented or leased by the customer, located in the data centre of the customer itself and operated by the customer or by a third-party from (Art. 2 No. 33 Data Act).

"Switching": The process involving a source provider of Data Processing Services, a customer and, where relevant, a destination provider, whereby the customer changes from using one Data Processing Service to another Data Processing Service of the Same Service Type, or to an On-premises ICT Infrastructure, including through extracting, transforming and uploading the Data (Art. 2 No. 34 Data Act).

"Same Service Type": A set of Data Processing Services that share the same primary objective, Data Processing Service model and main functionalities (Art. 2 No. 9 Data Act).

"Switching Charges": Charges, other than standard service fees or early termination penalties, imposed by a provider of Data Processing Services on a customer for the actions mandated by the Data Act for Switching to the system of a different provider or to On-premises ICT Infrastructure, including Data Egress Charges (Art. 2 No. 36 Data Act).

3. Commitment to Regulatory Objective of the Data Act

Talon.One acknowledges the Data Act's goal of fostering fair competition and customer mobility in the cloud market and undertakes, without prejudice to its trade-secret, intellectual property rights and cost-recovery rights, to facilitate Switching in accordance with this Addendum.

4. Switching of the Customer

4.1 Switching Options

The Customer may deliver a Switching Request at any time during the Subscription Term. Upon receipt of the Switching Request, the Notice Period shall commence, all in accordance with the communication procedure set out in the Agreement. The Customer may elect one of the following Switching Options:

- a) switch to another Data Processing Service offering the Same Service Type;
- b) switch to an On-premises ICT Infrastructure; or
- c) request erasure of all Exportable Data and Digital Assets.

4.2 Termination of the Agreement

If the Customer elects one of the options set out in Sec. 4.1 a) or b) of this Addendum, the Agreement terminates automatically upon completion of the Switching. If the Customer elects the option set out in Sec. 4.1 c) of this Addendum, the Agreement terminates automatically upon expiration of the Notice Period. Talon.One shall confirm such termination in writing (delivery via email is sufficient).

5. Transition Period

5.1 Support During any Transition Period

During any Transition Period, which shall be completed without undue delay, Talon.One shall:

- a) provide reasonable assistance to the Customer and any authorised third party;
- b) act with due care to maintain business continuity and continue delivering the contracted service functions;
- c) promptly disclose known continuity risks attributable to Talon.One;
- 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 the Customer's exit strategy;
- f) make available open interfaces to the Customer and the given destination provider of Data Processing Services of the respective Same Service Type free of charge to facilitate the Switching, including sufficient information on the Subscription Services to enable the development of software to communicate with the Subscription Services, for the purposes of data portability and interoperability under Art. 30 (2) Data Act;
- g) upon request, make available to the Customer all Exportable Data in a structured, commonly used, machine-readable format until interoperability standards under Art. 30 (3) Data Act apply, after which those standards shall be used; and
- h) keep the Agreement, including any agreed service levels and support services, fully in force throughout the Transition Period.

5.2 Switching Information and Online Register

Talon.One shall make available to the Customer information relevant for the Switching regarding the available procedures for the Switching and transferring data to another data processing service provider. This includes details on the supported transfer methods and formats, as well as any limitations or technical constraints known to Talon.One that may affect the interoperability.

5.3 Online Register

Talon.One shall also make available to the Customer an online register, which contains detailed information on all relevant data structures, data formats, applicable standards and open interoperability specifications relevant to the exportable data as described in Art. 25(2)(e) Data Act.

6. Technical Infeasibility and Customer Extension

6.1 Notification of Infeasibility

If completion of the Switching within the Initial Transition Period is technically infeasible for Talon.One, Talon.One shall, within fourteen (14) working days following the Switching Request: (i) notify the Customer in writing; (ii) provide a reasonable justification; and (iii) propose an Alternative Transition Period not exceeding seven (7) months.

6.2 Extension by the Customer

The Customer may, by written notice delivered before the expiry of the Transition Period then in effect (whether the Initial Transition Period or an Alternative Transition Period), extend that period once for an Extended Transition Period.

6.3 Service Continuity

Talon.One shall maintain the service availability agreed in the Service Level Agreement and security defined in the Agreement throughout the Initial Transition Period, any Alternative Transition Period and any Extended Transition Period at the fees originally agreed in the Agreement.

7. Retrieval Period

Following the Initial Transition Period, the Alternative Transition Period or the Extended Transition Period, as applicable, Customer may retrieve the Exportable Data for thirty (30) calendar days (the "**Retrieval Period**").

8. Deletion of Exportable Data

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

9. Technical Specification

The categories of Exportable Data and Digital Assets that may be ported under this Addendum are listed in the Exportable Data catalogue, further information is available at www.talon.one/legal/eu-data-act. Conversely, the categories of data that are excluded in order to protect Talon.One trade secrets or third-party intellectual property are identified in the excluded-data catalogue, as applicable, and are accessible at the same destination.

10. Charges and Payment

10.1 Switching Charges

Regarding the Switching Charges, the following applies:

- a) Until 12 January 2027 Talon.One may invoice its direct quantifiable costs of the Switching, including Data Egress Charges.
- b) Any Switching Charges are disclosed in the Order Form or a separate quotation.
- c) From 12 January 2027 Talon.One shall impose no Switching Charges.

10.2 Early Dissolvment Payment

Upon the termination of the Agreement as set out in Sec. 4.2 of this Addendum, the Customer shall be obliged to make an "**Early Dissolvment Payment**" equal to the fees that would have been payable from the termination date until the end of the originally agreed Subscription Term, as set forth in the Agreement. This includes all minimum-commitment fees, as well as all upgrades purchased until the effective date of such termination that would have been due during the remainder of such Subscription Term. The Customer acknowledges that in return for the agreement of a minimum Subscription Term as set forth in the Agreement, Talon.One granted an initial discount for the use of the Subscription Services compared to its list prices. The Customer further acknowledges that the Early Dissolvment Payment is not related to the services related to the Switching provided by Talon.One.

10.3 Consolidated Invoicing

The Early Dissolvement Payment shall become due immediately and payable in full subject to Sec. 10.4 of this Addendum upon termination of the Agreement as set forth in Sec. 4.2 of this Addendum, notwithstanding any prior payment schedule agreed between the Parties. In this regard, Talon.One shall issue a single consolidated invoice covering all outstanding fees set forth in the Order Form to be paid by the Customer at once.

10.4 General Invoicing and Payment Terms

In addition, and subordinate to Sec. 10.3 of this Addendum, all invoice-timing, payment-term, late-payment and tax provisions of the Agreement apply mutatis mutandis to any invoice issued under this Addendum.

11. Custom-Built and Test-Version Exemption

11.1 Custom-built Data Processing Services

In line with Art. 31 (1) Data Act, the following Switching-facilitation duties shall not apply to any Data Processing Service provided to the Customer by Talon.One of which the majority of main features has been custom-built to accommodate the specific needs of the Customer or where all components have been developed for the purposes of the Customer, and where such Data Processing Services is not offered at broad commercial scale by Talon.One:

- a) the duty to allow the Customer to unbundle the respective Data Processing Service from other services where technically feasible (Art. 23 (e) Data Act);
- b) the prohibition on, and subsequent sunset of, Switching Charges (Art. 29 Data Act);
- c) the duty, for pure-infrastructure services, to enable the Customer to achieve functional equivalence at the destination provider (Art. 30 (1) Data Act); and
- d) the duty, for higher-layer services, to provide open interfaces and ensure compatibility with common interoperability specifications or harmonized standards (Art. 30 (3) Data Act).

11.2 Non-Production Environments

In addition, no obligation set forth in Chapter VI of the Data Act shall apply to any part of the Subscription Services or any other services provided as a non-production version for testing and evaluation purposes and for a limited period of time.

11.3 Pre-Agreement Disclosure

Prior to the conclusion of the Agreement for any service falling under Sec. 11.1 or 11.2 of this Addendum, Talon.One shall inform the Customer of the obligations of Chapter VI of the Data Act that do not apply to any relevant services.

12. Website Transparency

The Talon.One website displaying the transparency information on international data access and transfers (cf. Art. 28 Data Act) is available at www.talon.one/legal/eu-data-act (or any successor URL notified to the Customer).

13. Miscellaneous

13.1 Contractual Continuity

For the avoidance of doubt, all provisions of the Agreement continue to apply to the provision of the services agreed therein by Talon.One to the Customer. Once the Agreement terminates or expires subject to Sec. 4.2 of this Addendum, the applicable provisions of the Agreement and Sec. 10.2 of this Addendum remain in force until the last payment of the Early Dissolvement Payment has been made.

13.2 Protection of Intellectual Property, Trade Secrets and Security

Nothing in this Addendum shall be construed to oblige Talon.One to

- a) develop new technologies or services;
- b) disclose or transfer any Digital Assets or other assets protected by intellectual property rights or constituting a trade secret of Talon.One or any third party; or
- c) compromise the security or integrity of the Subscription Services or of the Customer's or any third party's environment;

all in accordance with Art. 30(6) Data Act.

13.3 Good-Faith Compliance

Recognizing that the Data Act may be further interpreted by competent authorities, regulators and courts, the Parties shall cooperate in good faith to implement commercially reasonable compliance measures.

13.4 Amendment Procedure

Any amendment to this Addendum shall enter in effect in accordance with the respective requirements and provisions for contractual amendments as set forth in the Agreement. Notwithstanding the foregoing, Talon.One may amend this Addendum as reasonably necessary in order to comply with any further changes or interpretations to the Data Act.