

EU Data Act Addendum

1. Applicability

- 1.1. This EU Data Act Addendum ("**DAA**") forms part of the Agreement between You and Highlight ("Us") and applies to the provision of all Services provided by Us to You. The Addendum sets out the specific rights and obligations of the Parties when You wish to exercise Your rights under the EU Data Act to switch to another provider or to an on-premise ICT infrastructure. This DAA applies solely to the provision of Services to You if You are located in the European Union, or if the EU Data Act is otherwise applicable.
- 1.2. All terms in capitals used in this addendum shall have the meaning set out in the Agreement unless defined otherwise here.
- 1.3. This DAA does not apply to: (i) any bespoke or custom services not generally available to all customers; or (ii) any non-production, testing or BETA versions of the Services.

2. Definitions

All terms in capitals used in this DAA shall have the meaning set out in the Agreement unless defined otherwise in this DAA.

"Agreement"	means the written agreement for the provision of the Services by Us to You;
"Charges"	means all fees payable by You to Us for the provision of the Services, set out in the CSA or purchase order;
"Contract Year"	means each fixed 12 month term of Your subscription to use the Services, as set out in the Agreement;
"Data Processing Services"	means digital services that are provided to You under the Agreement;
"Destination Provider"	means the destination provider of Data Processing Services, whereby You change from using Our Data Processing Services to using other Data Processing Services of the same service type, or other service, offered by such a different provider of Data Processing Services, or to an on-premises ICT infrastructure including through extracting, transforming and uploading the data, as set out in Article 2(34) of the EU Data Act;
"Digital Assets"	means elements in digital form, including applications, for which You have the right of use, independently from the contractual relationship with the Data Processing Services You intend to switch from, as set out in Article 2(32) of the EU Data Act;
"EU Data Act"	means Regulation (EU) 2023/2854 of the European Parliament and Council of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2020/1828 (Data Act);
"Exportable Data"	means the input and output data, including Metadata directly or indirectly generated or cogenerated, by Your use of the Data Processing Services, as set out in Article 2(38) of the EU Data Act, excluding any assets or data protected by Intellectual Property Rights or constituting a trade secret of Us or third parties, for example: usage data, source code and algorithms;
"Metadata"	means a structured description Your data or the use of data facilitating the discovery or use of Your data, excluding usage data;

<p>“Switching Charges”</p>	<p>means charges, other than the Charges or Early Termination Fees, imposed by Us on You for switching to a Destination Provider. Switching Charges include, but are not limited to, costs related to the transit of data from one provider of Data Processing Services to another or to an on-premises ICT infrastructure (data egress charges) or the costs incurred for specific support actions during the Switching Process;</p>
<p>“Switching Process”</p>	<p>means the process involving Us, You and, where relevant, a Destination Provider, when You change from using the Services provided by Us to using the services of a Destination Provider or to Your own on-premises ICT infrastructure, including extracting, transforming and uploading Exportable Data and, where applicable, Digital Assets, as set out in Article 2(34) of the EU Data Act.</p>

3. Conflicts

In the event of any conflict between the terms of this DAA and the terms of the Agreement, the terms of this DAA will prevail solely with respect to the subject matter herein.

4. Switching

- 4.1. To initiate the Switching Process You must give Us written notice of Your intention to: (i) switch to a different Destination Provider; or (ii) erase Your Exportable Data, and where applicable Digital Assets; (each a **“Switching Notice”**).
- 4.2. You must specify in the Switching Notice the services, Exportable Data or Digital Assets that You wish to switch: and (i) where You intend to switch to a new Destination Provider the necessary details of the Destination Provider or whether You wish to switch to Your own on-premises ICT infrastructure; or (ii) whether the You do not wish to switch but only to erase Your Exportable Data and Digital Assets.
- 4.3. If the You wish to switch to a different Destination Provider, You shall take reasonable measures to achieve effective switching. You will be responsible for the import, implementation, and configuration of Exportable Data and Digital Assets in Your own systems or in the systems of the Destination Provider.
- 4.4. Any concerns or disputes relating to the Switching Process shall be addressed in good faith discussions between the parties and, if unresolved, escalated pursuant to the dispute resolution procedures set out in the Agreement.
- 4.5. A written Switching Notice must be sent to Us no later than 2 months prior to the start of the Switching Process, (**“Notice Period”**). You shall continue to pay all Charges in full in accordance with the Agreement during the Notice Period.
- 4.6. We will use reasonable efforts to facilitate completion of the Switching Process within 30 days of the end of the Notice Period, (**“Transitional Period”**).

5. Transitional Period

- 5.1. We will provide reasonable support to You and third parties authorised by You to switch to the Destination Provider during the Transitional Period.
- 5.2. If technical complexity necessitates a longer Transitional Period, We will notify You within 14 calendar days of receiving the Switching Notice. We will duly justify the technical or other obstacles that prevent switching within the Transitional Period and indicate an alternative Transitional Period, which shall not exceed 7 months following the Notice Period, (**“Company Extension Notice”**).
- 5.3. You may request one extension to the Transitional Period for a reasonable period, by giving Us written notice, not later than 1 month before the Transitional Period would otherwise expire

stating the alternative Transitional Period requested, (“**Your Extension Notice**”). We will consider the request and use reasonable efforts to comply with the Your request.

- 5.4. You shall continue to pay all Charges in full in accordance with the Agreement during any Transitional Period.

6. **Data Portability and Deletion**

- 6.1. We will retain Exportable Data and Digital Assets for a period of 30 days after the Transitional Period expires, (“**Retrieval Period**”). You may export or delete Exportable Data or Digital Assets during the Retrieval Period. You are not entitled to receive: (i) usage data; (ii) source code; (iii) algorithms; or (iv) any assets or data protected by Intellectual Property Rights or constituting a trade secret belonging to Us or any third parties.
- 6.2. At the end of the Retrieval Period, We will delete all Exportable Data and Digital Assets, except for any Exportable Data or Digital Assets that the Company is required to retain under applicable laws.
- 6.3. You shall continue to pay all Charges in full in accordance with the Agreement during any Retrieval Period.
- 6.4. You are solely responsible for the import and implementation of Exportable Data or Digital Assets into Your new systems.

7. **Your Obligations**

- 7.1. Throughout the Switching Process, You shall: (i) to the extent technically possible, self-export Exportable Data or Digital Assets directly from the Services; (ii) import and implement Exportable Data and Digital Assets to the Your on-premises ICT infrastructure or the systems of the Destination Provider; and (iii) comply with Your confidentiality obligations under the Agreement.
- 7.2. You shall promptly notify Us in writing once the Switching Process has been completed. If We are not notified of such completion, We will assume the Switching Process is completed at the end of the Retrieval Period.
- 7.3. You or third parties authorised by You, including the Destination Provider undertake to respect the Intellectual Property Rights and confidentiality of any materials provided in the Switching Process by Us, as well as Our trade secrets. Any disclosure of Our Confidential Information to a third party (including any Destination Provider) is subject to Our prior written approval and shall be limited to what is necessary to complete the Switching Process until the end of the agreed Transitional Period, including any extension thereto.
- 7.4. If You authorise a third party to manage or perform all or any part of the Switching Process on Your behalf You must: (i) grant such third party the necessary permissions and access rights on Your account and (ii) if requested by Us, provide any information that We may reasonably request evidencing the appointment of such third party and their acceptance to be bound by Your obligations under this DAA (and, where relevant, the Agreement) to the same extent as if those obligations were their own.

8. **Our Obligations**

- 8.1. Throughout the Switching Process, We shall: (i) provide clear information concerning known risks to continuity in the provision of the Services which are attributable to Us; (ii) act with due care to maintain business continuity; (iii) continue the provision of the Services under the Agreement; and (iv) ensure an appropriate level of security is maintained throughout the Switching Process, in particular the security of the Exportable Data and Digital Assets during their transfer and the continued security of the Exportable Data and Digital Assets during the Retrieval Period, in accordance with applicable law.

8.2. We will support Your exit strategy related to the Services by ensuring relevant information related to the Switching Process is made available which shall include an exhaustive list of all categories of Exportable Data and Digital Assets that can be exported during the Switching Process.

8.3. Where the Exportable Data and Digital Assets cannot be exported from the Services by You, We will provide You with a switching and exit plan, ("**Plan**") that includes the porting methods and formats and steps required to carry out the Switching Process. We will update the Plan when necessary and check, at Your request, if changes to the Plan are required.

9. Switching Charges

9.1. Switching Charges will be charged for the provision of Switching assistance up until the 12th of January 2027 on a time and materials basis at the rate We charge for professional services, as set out in the CSA or purchase order, or where such fees are not included in the CSA or purchase order at Our standard rate at the time the Switching Notice is received.

9.2. Switching Charges are payable upon receipt of each invoice, unless agreed otherwise in writing between the parties.

10. Termination of the Agreement

10.1. In addition to any other termination provisions set out in the Agreement, the parties agree and acknowledge that the Agreement may be terminated by You with effect from: (i) the day after You notify Us of the completion of the Switching Process; or (ii) the end of the Retrieval Period; or (iii) the end of the Notice Period if You have requested Us to erase the Exportable Data and, where applicable, Digital Assets.

10.2. Upon Your written request, We will confirm termination of the Agreement to You, within 10 days of receipt of such a request.

11. Early Termination Fees

11.1. You acknowledge pricing for the Services with fixed annual or multi-year terms or minimum spend commitments is generally lower than for the Services purchased without such commitments. You further acknowledge that, for any Services subject to fixed annual or multi-year terms, You had the option to purchase those Services on a monthly renewing basis. Accordingly, if You exercise Your rights under this DAA, to terminate the Agreement early, before expiry of any Contract Year, You must pay an early termination fee equal to the amount of the Charges that You would have been obliged to pay to Us for the entire current Contract Year, if the Agreement had not been terminated early by You under this DAA, ("**Early Termination Fee**").

11.2. For Charges tied to usage, the Early Termination Fee shall include the value of any minimum usage commitments for the Services from the effective date of termination set out in clause 10.1(i), (ii) or (iii), as applicable, until the conclusion of the current contract Year, regardless of whether the effective date of termination occurs before the end of the current Contract Year.

11.3. You shall receive no refunds of unused prepaid Charges.

11.4. You shall not be entitled to any discounts for any Charges corresponding to the Services where the Agreement is terminated early. Any discounts already applied to past or future Charges shall no longer apply and the Early Termination Fee will be the full non-discounted sum payable for the original term of the Agreement.

11.5. All Early Termination Fees are immediately due and payable upon termination of the Agreement.

12. Notices

All notices under this DAA are to be sent by email as follows: (i) to Your email address for the administrator of Your account or, if no administrator is designated, to the email address used for receipt of invoices by You. You are responsible for updating Your information which we hold, including providing Us with an up to date email address for the provision of notices under the Agreement; and (ii) to Us at legal@highlight.net.

13. Applicable Law and Courts

This DAA shall be governed by and construed in accordance with the same law and courts as set out in the Agreement.