

Data Act Addendum

This Data Act Addendum (“Addendum”) supplements the agreement between Customer and Exact (“Agreement”). The purpose of this Addendum is to ensure compliance with the Data Act, in particular article 25 thereof.

1. Definitions

Data Act means *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*

Exact means *Exact B.V. or one of its subsidiaries acting as a supplier of services under the Agreement*

Exact Services means *the services to be provided by Exact, as described further in the Agreement*

Switching means *the process whereby the Customer (i) transfers its data processing services to another service provider providing the same service type, (ii) transitions to its own on-premises ICT infrastructure (insourcing), or (iii) requests the erasure of the Customer Data.*

2. General

2.1 This Addendum shall apply exclusively to Customers located within the European Union who use Exact Services to which the Data Act is applicable.

2.2 This Addendum is part of the applicable terms and conditions and constitutes an integral part of the Agreement. Unless otherwise expressly stated in this Addendum, the Agreement remains unchanged.

2.3 In case of any inconsistency or conflict between this Addendum and the Agreement, this Addendum prevails.

3. Switching and deletion

3.1 The Customer may initiate Switching, subject to a notice period of up to two (2) months (the **Notice Period**). The Customer shall specify what type of Switching the Customer desires, namely (i) transferring its data processing services to another service provider providing the same service type, (ii) transitioning to an on-premises ICT infrastructure, or (iii) the erasure of the Customer Data; in the absence thereof, Exact shall proceed to erase the Customer Data in accordance with the Agreement.

3.2 Exact will support Switching by providing the necessary information and instructions for Customer to export Customer Data during a period of 30 calendar days (the **Transitional Period**). The Transitional Period immediately follows the Notice Period.

3.3 Without prejudice to Exact’s right to extend, the Customer may extend the Transitional Period once, by a maximum of three (3) months.

3.4 The Customer undertakes to take all reasonable measures to achieve effective Switching. The Customer is responsible for the import, implementation and configuration of Customer Data in its own on-premises ICT infrastructure or in the systems of the other service provider.

- 3.5 Exact will make available to the Customer switching procedures, information on Customer Data that can be exported as part of the Switching, and other Switching related information.
- 3.6 The Customer may retrieve any Customer Data that remains with Exact following the Transitional Period during a period of 30 days immediately following the Transitional Period (the **Retrieval Period**).
- 3.7 The right to Switching does not apply to a trial subscription.

4. Termination

- 4.1 Exact will continue to provide the Exact Services in accordance with the terms of the Agreement until the Termination Date.
- 4.2 The Agreement shall be considered terminated:
 - (i) upon expiry of the Notice Period where, as part of Switching, the Customer requests Exact to erase its Customer Data, in which case Exact shall notify the Customer of the termination; or
 - (ii) otherwise, upon expiry of the Retrieval Period

(the **Termination Date**).

5. Fees

Any Switching by the Customer shall be without prejudice to Exact's right to receive all fees due under the Agreement. If the Agreement is terminated prior to the expiry of the contractual term agreed under the Agreement as a result of the Customer exercising its right to Switching, the Customer shall remain liable to pay all amounts that would have become payable for the remainder of that contractual term.

6. Miscellaneous

- 6.1 Exact reserves the right, at its sole discretion, to amend this Addendum. Exact will give reasonable prior notice before the updated Addendum comes into effect.
- 6.2 If any provision of this Addendum is fully or partially void, nullified or contrary to the law, the remainder of this Addendum will remain in full force and effect and such provision will be interpreted and enforced as closely as to the intention of parties.