Last Updated: October 8th, 2026

EU Data Act Addendum

This EU Data Act Addendum ("**EU Data Act Addendum**") applies if Customer is incorporated in a member state of the European Union or European Economic Area (as provided in Section 2.5 of the Terms), other than in respect of self-hosted Software Services. This EU Data Act Addendum is in addition to and incorporated into the Agreement by reference. Capitalized terms have the meaning given to them in **Section 4** (Definitions) or, where not defined in this EU Data Act Addendum, in the Airia Service Terms at https://trust.airia.com/resources. To the extent this EU Data Act Addendum conflicts with any other part of the Agreement, this EU Data Act Addendum shall control. Otherwise, this EU Data Act Addendum is a supplement to the Agreement and all non-conflicting language in the Agreement is unaffected and applies to this EU Data Act Addendum.

1. Switching Notice.

1.1. Switching Notice. Customer may exercise its right to Switch under the Data Act by providing written notice to Airia at least 2 months prior to the intended initiation date ("**Switching Notice**") by sending an email to support@airia.com, specifying Customer's intention to: (a) Switch to another Data Processing Service offered by a Destination Provider, including all necessary details regarding such Destination Provider; (b) Switch to Customer's on-premises ICT infrastructure; or (c) erase its Migration Data at the end of the Notice Period ("**Deletion Request**"). It is Customer's sole responsibility to ensure that Customer has all rights and permissions concerning the Switching requests, Deletion Requests and Content before exercising its rights hereunder (including where Customer's Affiliates are Users).

1.2. Migration Data. The categories of Exportable Data and Digital Assets that Customer may port during Switching are limited to Content ("**Migration Data**"), which the Parties acknowledge comprises all Exportable Data for the Software Services. Aggregated and De-identified Data is exempt from Exportable Data as data specific to the internal functioning of the Software Services, the export of which would risk a breach of Airia's trade secrets.

1.3. Exclusions. This EU Data Act Addendum does not apply to: (a) Airia Services that are not a Data Processing Service, including Professional Services; or (b) Software Services provided as a non-production version for testing and evaluation purposes and for a limited period of time, such as trials and proofs of concept.

2. Obligations During Switching.

2.1. Airia Obligations. Subject to Customer's compliance with the Agreement, Airia shall: (a) provide reasonable assistance to Customer and its authorized third parties in the Switching process; (b) act with due care to maintain business continuity and continue to provide the Software Services in accordance with the Agreement during the Transitional Period; (c) provide clear information concerning known risks to the continuity of the Software Services; (d) ensure that a high level of security is maintained throughout Switching, in particular for Migration Data during its transfer and during the Data Retrieval Period, in accordance with the Agreement and applicable law; and (e) support Customer's exit strategy relevant to the Software Services, including by providing all relevant information. The Parties shall cooperate in good faith to make Switching effective.

2.2. Customer Obligations. Customer shall complete Switching within the Transitional Period and shall be responsible for importing and implementing Migration Data into its own systems or those of the Destination Provider. Customer shall promptly notify Airia in writing upon successful completion of the Switching at support@airia.com. If Customer does not initiate Switching or notify Airia of successful Switching before the end of the Transitional Period, Customer shall be deemed to have withdrawn its Switching Notice. In such cases, the Agreement shall remain in full force and effect and the termination provisions set out in **Section 3.1** shall not apply.

2.3. Extension of Transitional Period. The Transitional Period may be extended as follows: (a) Customer may, at any time before or during the Transitional Period, extend it once by written notice to Airia specifying an extension period that Customer considers more appropriate for its own purposes; (b) if Switching within 30 days is technically unfeasible, Airia will, within 14 working days of receiving the

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Switching Notice, notify Customer of the reasons and of an alternative Transitional Period of no more than 7 months, throughout which Airia will maintain continuity of the Software Services; and (c) the Parties may agree further extensions in writing. The Agreement, including Customer's payment obligations, continues to apply throughout the Transitional Period (as altered or extended).

2.4. Switching Charges. Until 12 January 2027, Airia may charge Customer reduced switching charges (including data egress charges), each as defined in the Data Act, that do not exceed the costs Airia incurs that are directly linked to the Switching. From 12 January 2027, Airia will not charge Customer any switching charges. Switching charges do not include the Fees or any early termination fee payable under the Agreement. Support requested by Customer beyond this EU Data Act Addendum is provided as Professional Services under a SOW at a price agreed in advance.

3. Termination & Erasure.

3.1. Termination. Without prejudice to any other rights or remedies under the Agreement, the Agreement shall terminate upon: (a) successful completion of Switching, as confirmed by Customer in accordance with **Section 2.2**; or (b) expiry of the Notice Period, where Customer has requested erasure of its Migration Data instead of Switching. Airia will notify Customer of the termination. Upon termination, Airia may cancel Customer's access to the Software Services. If, on the effective date of termination, Customer continues to use or order any other Airia Services under the Agreement, the Agreement shall remain in effect solely with respect to those Airia Services.

3.2. Fees. Customer remains responsible for all Fees associated with the Software Services until the effective date of termination. Customer acknowledges and agrees that all payment obligations under the Agreement are non-cancelable. If Customer terminates the Agreement before the end of the agreed Subscription Term, no refunds or discounts will apply to any pre-paid or pre-committed Airia Fees and Customer shall pay an early termination fee equal to the remaining Airia Fees due for the rest of the Subscription Term. Upon termination, all outstanding amounts, including those under any applicable Order Form, shall become immediately due and payable.

3.3. Data Erasure. Airia will delete all Migration Data within 30 days after: (a) the end of the Data Retrieval Period, following termination under **Section 3.1(a)**; or (b) termination under **Section 3.1(b)**. This EU Data Act Addendum does not require Airia to erase Aggregated and De-identified Data.

4. Definitions.

"**Data Act**" 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 (Data Act), as amended from time to time.

"**Data Retrieval Period**" the period of 30 days starting on the expiry of the Transitional Period, during which Customer may retrieve its Migration Data.

"**Destination Provider**" a third-party provider offering a Data Processing Service of the same service type as the Software Services.

"**Notice Period**" a period of 2 months commencing on the date Airia receives the Customer's Switching Notice in accordance with **Section 1.1**.

"**Transitional Period**" the period of 30 days starting on the expiry of the Notice Period, or such alternative or extended period as applies under **Section 2.3**.

"**Data Processing Service**", "**Digital Assets**", "**Exportable Data**", and "**Switching**" shall have the meanings given to them under the Data Act, and the term "**Switch**" shall be construed accordingly.

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