

SCHEDULE 8 - EU DATA ACT

(APPLICABLE TO CUSTOMERS REGISTERED IN EU/EEA MEMBER STATES ONLY)

The following EU Data Act Addendum ("**Addendum**") governs all Switching and/or Deletion Requests made by Customer pursuant to Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 concerning harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (the "**EU Data Act**").

1. REQUEST PROCESS

1.1 A Customer who is registered in a member state of the EU/EEA ("**Customer**") may submit a request through the Customer Portal at any time during a Subscription Service term with a 2-month notification period, either to: (a) switch a Service and migrate its Customer data to a different third party service provider or to its own on-premise infrastructure ("**Switching Request**"); provided that the Customer may specify a termination date for a Switching Request which must be at least 60 days from the date of the request but may be later than the standard 2-month notification period; and/or (b) delete its Customer data from a Service ("**Deletion Request**").

1.2 Switching Request

1.2.1 OneAdvanced will support the Customer's Switching Request in accordance with the EU Data Act by providing Customer the related instructions, or as otherwise indicated by OneAdvanced in the Documentation, for Customer to export Customer Data within 30 calendar days ("**Transition Period**") after the end of the 2-month notification period from the date OneAdvanced receives a fully completed Switching Request.

1.2.2 OneAdvanced will inform Customer within 14 business days of receiving a Switching Request if the Transition Period is technically unfeasible, providing a reasonable explanation for such technical limitations and an alternative Transition Period for the Customer to export their Customer data, which shall not exceed 7 months.

1.2.3 Customer shall have the right, at any time prior to or during the Transition Period, to extend the Transition Period once for a period that Customer considers more appropriate for its own purposes, provided that such extended period shall not exceed 7 months from the end of the 2-month notification period.

1.2.4 OneAdvanced will maintain exportable Customer data and digital assets generated directly by Customer, or relating to Customer directly, in a retrievable state for a period of 30 calendar days following the end of the Transition Period ("**Retrieval Period**"). During the Retrieval Period, Customer may request retrieval of any Customer data that was not successfully exported during the Transition Period, the Service contract shall remain applicable and OneAdvanced shall maintain the agreed level of security in respect of the Customer data.

1.2.5 Following the expiry of the Retrieval Period (or such later date as may be agreed between the parties in writing), OneAdvanced shall fully erase all exportable Customer data and digital assets generated directly by Customer, or relating to Customer directly, provided that the switching process has been completed successfully. Such erasure obligation is

without prejudice to any retention requirements under applicable law or OneAdvanced's Documentation.

1.2.6 Throughout the switching process and in accordance with the Agreement, OneAdvanced will provide reasonable assistance, namely basic technical support included in the Service, act with due care to maintain business continuity and maintain the agreed level of security. Any additional support beyond OneAdvanced switching obligation will be charged separately.

1.2.7 OneAdvanced may inform Customer about any known risks to the continuity in the provision of the Services and/or technical limitations as a result of the Switching once the Switching Request is submitted or as otherwise indicated by OneAdvanced.

1.2.8 Customer shall notify OneAdvanced via the Customer Portal once the export of Customer data is completed.

1.3 Deletion Request

1.3.1 OneAdvanced will support a Customer's Deletion Request to the extent permitted by applicable law, by deleting Customer data of the in-scope Service(s) in accordance with the procedures and timeframes specified in OneAdvanced's Documentation, as updated from time to time, and accessible via OneAdvanced's [Trust Centre](#) or as otherwise made reasonably available by OneAdvanced.

2. TERMINATION

2.1 The Order Form(s) will automatically terminate either (i) for Switching Request(s) upon Customer notifying OneAdvanced in writing via the Customer Portal about the successful export of Customer Data in accordance with section 1(a) (in the absence of formal notification by Customer as indicated above, the switching will be deemed successful at the end of the Transition Period or alternative Transition Period), or (ii) for Deletion Request(s), 2 months after OneAdvanced has received the Deletion Request (the "**Termination Date**").

2.2 For the avoidance of doubt, such termination will not relieve Customer of its obligation to pay any fees due to OneAdvanced for the period prior to the Termination Date of the relevant Order Form. In addition, Customer must pay an early termination fee calculated as a percentage of the Subscription Service Fees that would otherwise have been payable for the unexpired remainder of the then-current term of the relevant Order Form(s) as at the Termination Date, such percentage being determined by reference to the Contract Year in which the Termination Date falls, as follows: (a) where the Termination Date falls in Contract Year 1: 100% of such remaining Subscription Service Fees; (b) where the Termination Date falls in Contract Year 2: 50% of such remaining Subscription Service Fees; and (c) where the Termination Date falls in Contract Year 3 (or, where the term of the relevant Order Form exceeds three years, in Contract Year 3 or any subsequent Contract Year): 25% of such remaining Subscription Service Fees. For the purposes of this section, "Contract Year" means each successive period of twelve (12) months commencing on the start date of the relevant Order Form (and each anniversary of that date). Where the relevant Order Form has a term

shorter than the periods described above, only the percentage(s) corresponding to the Contract Year(s) falling within its term shall apply. Other than the early termination fee set out in this section and any fees accrued prior to the Termination Date, OneAdvanced will not charge any other fees or penalties.

- 2.3 OneAdvanced will continue to provide the Services in accordance with the Agreement until the Termination Date.

3. EXCLUSIONS

- 3.1 In accordance with the EU Data Act, Switching or Deletion Requests will not be accepted for Beta Services or trial services as defined in the Agreement.

4. SWITCHING CHARGES

- 4.1 OneAdvanced may impose reduced switching charges on Customer for the switching process up to and including 11 January 2027, provided that such charges shall not exceed the costs directly linked to the switching process concerned. With effect from 12 January 2027, OneAdvanced shall not impose any switching charges on Customer for the switching process. For the avoidance of doubt, nothing in this section prevents OneAdvanced from charging standard Subscription Service Fees for the continued provision of Services during the Transition Period or Retrieval Period, or from applying early termination penalties in accordance with the Agreement where Customer terminates a fixed-term Order Form prior to its expiry.

5. IMPACTED PARTIES AND CUSTOMER RESPONSIBILITIES

- 5.1 Several legal entities may be entitled to purchase or use Services under the Agreement (including without limitation Customer's affiliates and users) and such entities other than the Customer making the request could therefore be impacted by the Switching Request or Deletion Request in accordance with this section ("**Impacted Parties**"). It is Customer's sole responsibility to ensure that Customer has all rights and permissions concerning the Switching or the Deletion Requests and Customer data before exercising its rights hereunder. Customer assumes full responsibility for the successful switching.
- 5.2 For the avoidance of doubt, the rights under the EU Data Act and this Schedule are exercisable only by, and apply only in respect of, the specific Customer entity registered in an EU/EEA member state that is party to the relevant Order Form. A Switching Request or Deletion Request submitted by such Customer applies solely to that Customer's own Order Form(s) and Customer data, and does not extend, cascade or otherwise apply to any other entity, including any affiliate or other member of the Customer's group that is party to a separate Order Form, whether or not that entity is registered in an EU/EEA member state. Any contracting entity that is not registered in an EU/EEA member state (including, without limitation, any United Kingdom or other non-EU/EEA entity) is not entitled to exercise the switching or deletion rights set out in this Schedule, and each Order Form to which such entity is party shall continue to be governed by the terms of the Agreement, including its standard termination and early termination provisions. Where an affiliate or other group entity is itself entitled under the EU Data Act to switch or delete its own Customer data, it must submit a separate Switching Request or Deletion Request in respect of its own Order Form(s).

6. ORDER OF PRECEDENCE

- 6.1 In the event of conflict between this Schedule and other provisions of the Agreement, this Schedule shall prevail to the extent necessary to ensure compliance with the EU Data Act.