

## EU Data Act Addendum

This EU Data Act Addendum ("**Data Act Addendum**") supplements and forms an integral part of the Master Subscription Agreement between Staffbase and Customer or any other agreement between Staffbase and Customer governing Customer's use of the Services ("**Agreement**").

### 1 DEFINITIONS

Capitalized terms used in this Data Act Addendum have the following meanings. Any capitalized term used but not defined in this Data Act Addendum shall have the meaning given to it in the Agreement.

**Data Processing Services** means digital services that are 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.

**Destination Provider** means the destination provider of 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.

**Digital Assets** means elements in digital form, including applications, for which the Customer has the right of use, independently from the contractual relationship with Staffbase.

**Early Termination** means a termination before the end of the Subscription Term under the last Order.

**Exportable Data** means Customer Content, including Metadata. Exportable Data excludes: Usage Data; Staffbase code; and any assets or data protected by intellectual property rights or constituting a trade secret of Staffbase or third parties.

**Metadata** means a structured description of Customer Content or the use of data facilitating the discovery or use of Customer Content, excluding Usage Data.

**Fees** means all fees due and owed by Customer to Staffbase as consideration for the provision of Services as agreed by parties under the Agreement or Order.

**Switching Charges** means charges, other than the Fees or Early Termination penalties, imposed by Staffbase on Customer for switching to an alternative 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.

**Switching Process** means the process involving Staffbase, Customer, where relevant, a Destination Provider, whereby Customer changes from using Staffbase's Services to using the services of a Destination Provider, including through extracting, transforming and uploading Exportable Data and, where applicable, Digital Assets.

### 2 APPLICABILITY AND SCOPE

- 2.1 This Data Act Addendum sets forth specific rights and obligations for Customer and Staffbase concerning the Switching Process as provided for under Regulation (EU) 2023/2854 (the "**EU Data Act**"). This Data Act Addendum applies solely to Customers located in the European Union or to whom the EU Data Act is otherwise applicable.
- 2.2 In the event of any conflict between the terms of this Data Act Addendum and the Agreement, the terms of this Data Act Addendum will prevail solely with respect to the subject matter herein.

### 3 NOTICE PERIOD

- 3.1 Customer may notify Staffbase of its intention to switch to a different Destination Provider or to erase its Exportable Data and, where applicable, Digital Assets ("**Switching Notice**"). The Switching Notice must be sent to legal@staffbase.com. During a 2-month period starting after receipt of the Switching Notice by Staffbase, the parties may review and prepare for the Switching Process ("**Notice Period**").
- 3.2 Ultimately at the end of the Notice Period, Customer will notify Staffbase of its decision to perform one or more of the following actions:
  - (a) switch to a different Destination Provider; or
  - (b) erase its Exportable Data and, where applicable, Digital Assets.
- 3.3 If Customer wishes to switch to a different Destination Provider, Customer shall take reasonable measures to achieve effective switching. Customer will be responsible for the import, implementation, and configuration of Exportable Data and Digital Assets in their own systems or in the systems of the Destination Provider.

- 3.4 Any concerns or disputes relating to the Switching Process will be addressed in good faith discussions between the parties and, if unresolved, escalated pursuant to the dispute resolution procedures in the Agreement.

#### **4 TRANSITIONAL PERIOD**

- 4.1 After the Notice Period, Staffbase will provide reasonable support to Customer and third parties authorized by the Customer to switch to a Destination Provider during a transition period of maximum 30 calendar days ("**Transitional Period**").
- 4.2 If technical complexity necessitates a longer Transitional Period, Staffbase will notify Customer within 14 calendar days of receiving the Switching Notice. Staffbase will duly justify the technical unfeasibility and indicate an alternative transitional period, which shall not exceed 7 months.
- 4.3 Customer may request to extend the Transitional Period once for a period that Customer considers more appropriate, which Staffbase will consider in good faith.

#### **5 RETRIEVAL PROCESS**

- 5.1 After the Transitional Period, Customer will have a period of maximum 30 calendar days to retrieve or delete Exportable Data or Digital Assets ("**Retrieval Period**"). Customer is not entitled to receive: Usage Data; Staffbase code; and any assets or data protected by intellectual property rights or constituting a trade secret of Staffbase or third parties.
- 5.2 At the end of the Retrieval Period, Staffbase will delete all Exportable Data and Digital Assets, except for the Exportable Data or Digital Assets which Staffbase is obligated to store under EU or national laws.

#### **6 CUSTOMER OBLIGATIONS**

- 6.1 Throughout the Switching Process, Customer will:
- (a) to the extent possible, self-export Exportable Data or Digital Assets directly from the Staffbase Services as instructed by Staffbase; and
  - (b) comply with its confidentiality obligations under the Agreement.
- 6.2 Customer will promptly notify Staffbase in writing once the Switching Process has been completed. If Staffbase is not notified of such completion, Staffbase will assume the Switching Process is completed at the end of the Retrieval Period.

#### **7 STAFFBASE OBLIGATIONS**

- 7.1 Throughout the Switching Process, Staffbase will:
- (a) provide clear information concerning known risks to continuity in the provision of the Services;
  - (b) act with due care to maintain business continuity, and continue the provision of the Services under the Agreement; and
  - (c) ensure a high 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 European Union or national law.
- 7.2 Staffbase will support Customer's exit strategy related to the Services by ensuring relevant information related to the Switching Process is made available on <https://support.staffbase.com/hc/en-us> and/or <https://developers.staffbase.com/>, including an exhaustive list of all categories of data and digital assets that can be ported during the Switching Process, including, at a minimum, all Exportable Data.

#### **8 SWITCHING CHARGES**

For each request made under this Data Act Addendum prior to 12 January 2027, Staffbase may charge Customer a Switching Charge. The Switching Charge is calculated by multiplying the hours spent directly on the Switching Process with an hourly fee of EUR 250 (excl. VAT).

#### **9 TERMINATION OF THE AGREEMENT**

- 9.1 Parties agree and acknowledge that the Agreement will be terminated:
- (a) the day after Customer notifies Staffbase of the completion of the Switching Process;
  - (b) at the end of the Retrieval Period; or
  - (c) at the end of the Notice Period when Customer has requested Staffbase to erase Customer's Exportable Data and, where applicable, Digital Assets.
- 9.2 Upon Customer request, Staffbase will confirm termination of the Agreement to Customer.

- 9.3 In the event a Customer's request under Section 3.2 of this Data Act Addendum causes Early Termination of the Agreement, the following shall apply:
- (a) The Customer will receive no refunds for unused prepaid Fees, and all outstanding amounts under relevant Order will be immediately due and payable upon termination; and
  - (b) If the Customer has not yet paid the total Fees under the applicable Order(s), the Customer is obligated to pay Staffbase an Early Termination penalty equivalent to the remaining Fees under that Order.