

DATA ACT ADDENDUM

Effective from: 12 September 2025

This EU Data Act Addendum (“**Addendum**”) supplements the Master Terms and, where applicable, forms part of the Agreement between Customer and Keyloop. All capitalised terms shall have the meaning given to them in the Agreement, unless otherwise defined below.

Keyloop may update this Addendum from time to time to reflect changes in the Data Act or related guidance. Any such updates shall be made available at <https://keyloop.com/legal-documentation> and apply to all affected Customers upon publication.

1. Scope and Application

- 1.1. This Addendum applies solely to Services that constitute ‘data processing services’ and Customers that are in scope under *Regulation (EU) 2023/2854 of the European Parliament and the of the Council of 13 December 2023 on harmonised rules on fair access to and use of data* (the “**Data Act**”).
- 1.2. In the event of any conflict between this Addendum and any other element of the Agreement, this Addendum shall prevail solely to the extent necessary to comply with the Data Act.

2. Switching

- 2.1. Right to Switch. Customer may request to switch to another data processing service provider or to on-premises infrastructure at any time in accordance with the terms herein this Addendum.
- 2.2. Notice and Transition Period. Customer may initiate switching by providing at least 2 months’ prior notice (“**Request to Switch**”). The Request to Switch shall be deemed received by Keyloop on the Business Day Keyloop receives all information that may be required from Customer to determine whether the request qualifies as a ‘switch’ under the Data Act.
- 2.3. Transitional Period. Keyloop shall provide switching assistance and maintain business continuity for a minimum of 30 days from the end of the notice period (the “**Transitional Period**”). Keyloop may notify Customer within 15 Business Days of receiving the Request to Switch that the Transitional Period must be extended; any alternative transitional period shall not exceed 7 months. Customer may extend the Transitional Period once for a reasonable period for its own purposes.
- 2.4. Reasonable Assistance. Keyloop shall provide reasonable assistance to enable the effective and secure switching of Customer Data and shall reasonably maintain the functional equivalence of Services during the Transitional Period.

- 2.5. Customer Responsibilities. Customer shall provide all information, cooperation, and access required by Keyloop to facilitate the Request to Switch. Customer is responsible for: (a) the accuracy and completeness of all Customer Data; (b) ensuring that any third party designated to receive Customer Data is duly authorised and capable; (c) the interoperability of third-party products or services; and (d) any limitations arising from the technical capabilities of Customer's or third parties' systems.
- 2.6. Switching Charges. For each Request to Switch made before 12 January 2027 Keyloop may charge Customer for: (a) time spent directly on switching services in accordance with Standard Rates; and (b) data transfer fees for extracting the relevant Customer Data through the network as part of the switching process.
- 2.7. Termination and Charges. The relevant Services shall automatically terminate at the end of the Transition Period. Customer's right to switch does not relieve Customer of its obligation to pay any Charges due under the Agreement for the Services up to the termination date. In addition, Customer shall pay Keyloop, within 30 days of the termination date, early termination charges equal to all Charges that would have been payable from the actual termination date to the next permitted termination date permitted pursuant to clause 2.3 of the Master Terms.
- 2.8. Exclusions. Keyloop shall not be liable for, and its obligations do not apply to: (a) data or services not qualifying as Exportable Data (as defined by Article 2(38) of the Data Act); (b) custom integrations, third-party products, or services not provided by Keyloop; (c) failures or delays caused by Customer, its Affiliates, Authorised Users or third-party providers; or (d) the disclosure of trade secrets, confidential information or intellectual property rights not necessary for effective switching.
- 2.9. Right of refusal. Keyloop may suspend or refuse a Request to Switch if: (a) Customer is in material breach of the Agreement; (b) required by Applicable Law, or (c) necessary to protect the security or integrity of Keyloop's systems or data.