

FOLEON EU DATA ACT ADDENDUM

1. **INCORPORATION AND PURPOSE.** This EU Data Act Addendum (this "Addendum") is incorporated into and forms part of the Agreement between Foleon (being either Foleon B.V. or Foleon Inc., as identified in the applicable Order Form) and the Customer.
2. **APPLICABILITY AND SCOPE.** This Addendum's terms apply to all Agreements and Order Forms that are active on or after September 12, 2025. This Addendum applies solely to the extent that:
 - a) the Service(s) constitute a Data Processing Service within the meaning of Article 2(8) of the Data Act;
 - b) Customer is located in, or receives the Service(s) in, a Member State of the European Union or the European Economic Area; and
 - c) Customer exercises its Switching Rights under Chapter VI of the Data Act.
3. **DEFINITIONS AND INTERPRETATION.** Except as otherwise defined herein, the capitalized terms used in this Addendum shall have the meanings ascribed to them in the Data Act and the Agreement between the Parties, including the Master Services Agreement, Order Form, and Data Processing Agreement.
4. **SWITCHING REQUEST.** The Customer may, at any time during the Subscription Term, submit a Switching Request by delivering written notice to Foleon at legal@foleon.com, subject to a notice period of two (2) calendar months (the "Notice Period"). The Switching Request shall specify the Customer's election of one of the following options: **(a)** to switch to another data processing service of the same service type offered by a different provider, in which case the Customer shall include the contact details and technical specifications of the destination provider; **(b)** to switch to an on-premises ICT infrastructure owned, rented or leased by the Customer; or **(c)** to request erasure of all Exportable Data and Digital Assets upon termination of the Service(s).
5. **TRANSITION PERIOD.** With effect from the expiry of the Notice Period, Foleon shall facilitate Switching within a period of thirty (30) calendar days (the "Transition Period"). Where completion of the Switching within such thirty (30) day period is technically not feasible within the meaning of the Data Act, Foleon shall notify the Customer in writing within fourteen (14) working days of receipt of the Switching Request, providing a written explanation of the technical infeasibility and proposing an alternative Transition Period, which shall in no circumstances exceed seven (7) months. Foleon shall ensure continuity of the Service(s) throughout the Notice Period and any applicable Transition Period.
6. **DATA RETRIEVAL PERIOD:** Following the Transition Period, Foleon shall allow the Customer a Data Retrieval Period of at least thirty (30) calendar days to retrieve Exportable Data.
7. **EXPORTABLE DATA.** The categories of Exportable Data that may be ported under this Addendum include, at a minimum, all input and output data, including metadata, directly or indirectly generated or co-generated by Customer's use of the Service(s) but exclude data that are protected by Foleon's intellectual property rights or constitute Foleon's trade secrets or those of third parties; or relate

to the internal functioning and security of the Service(s), the export of which would expose Foleon to cybersecurity vulnerabilities.

8. **TERMINATION OF AGREEMENT.** The Agreement and all relevant Order Form(s) shall automatically terminate either (a) upon completion of the Switching Process at the end of the Transition Period; or (b) at the end of the Notice Period, if the Customer opts only for data erasure. The termination pursuant to this clause shall not relieve the Customer's obligation to pay all fees accrued and outstanding as at the Termination Date.

9. **EARLY TERMINATION FEE.** If the Customer exercises its Switching Rights before the end of the a Subscription Term, the Customer shall pay an early termination fee equal to the fees that the Customer would have been obliged to pay to Foleon for the entire remaining duration of the Subscription Term, had the Agreement not been terminated prematurely. This early termination fee is not a switching charge within the meaning of Article 2(36) of the Data Act, but a proportionate penalty for early termination of a fixed-term contract as permitted by Recital 89 of the Data Act. From 12 January 2027, Foleon shall not impose any early termination fee in connection with the Customer's exercise of Switching rights, unless such fee is expressly permitted by the Data Act or applicable law at that time.

10. **STATUS OF DISCOUNTS.** Where the early termination fee set out in Clause 9 is not applicable or is not imposed in connection with the Customer's exercise of Switching Rights for any reason, any discount previously granted to the Customer in consideration of its commitment to a fixed Subscription Term shall be forfeited with effect from the Termination Date. The Customer shall thereupon become liable for the full undiscounted fees applicable to each billing period during which the discounted rate applied, and shall pay to Foleon, within thirty (30) days of written demand, the difference between such undiscounted fees and the discounted fees previously invoiced.

11. **SWITCHING CHARGES.** Where a Switching Request results in termination of the Agreement, Foleon may impose Switching Charges in addition to any applicable service fees or early termination fees. Such Switching Charges shall not exceed the direct costs incurred by Foleon in connection with the specific Switching process, including data egress charges, professional services, data formatting, and technical support.

12. **EXCLUSION OF LIABILITY.** To the maximum extent permitted by applicable law, Foleon and its Affiliates shall have no liability under or in connection with this Addendum for any damages, losses, costs or expenses arising out of or in connection with the Switching Request. This exclusion of liability includes, but is not limited to, any issues related to Customer Data integrity or loss, system downtime or service interruptions, compatibility issues, or any other disruptions or failures that may occur during or as a result of the Switching Request or any failure by Customer or any destination provider to cooperate in good faith or to provide accurate, complete and timely information or assistance required for the Switching process.

13. **SEVERABILITY AND AMENDMENT.** If any provision of this Addendum is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired. Foleon may amend this Addendum from time to time to reflect changes in the Data Act, implementing acts, guidelines, or authoritative interpretations by competent authorities.

14. **ENTIRE AGREEMENT.** Save as expressly varied by this Addendum, all provisions of the Agreement remain in full force and effect. This Addendum, together with the Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior communications, representations or agreements, whether oral or written, concerning Switching under the Data Act.

15. **PRIORITY.** In the event of any conflict between this Addendum and any other provision of the Agreement, this Addendum shall prevail to the extent necessary to comply with the Data Act. Nothing in this Addendum shall be construed to waive or limit any mandatory provision of the Data Act.