

Teraswitch Data Act Addendum

THIS DATA ACT ADDENDUM (the “**Addendum**”) is entered into as of the Addendum Effective Date (as defined below) by and between: (1) Teraswitch, Inc., a Commonwealth of Pennsylvania corporation with its principal business address at 30 Isabella Street, First Floor, Pittsburgh, PA 15212, United States (“**Teraswitch**”); and (2) the entity or other person that is a counterparty to the Agreement (as defined below) into which this Addendum is incorporated and forms a part (“**Customer**”), together the “**Parties**” and each a “**Party**”.

This Addendum applies solely if the Customer is established in the European Union and 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 (as updated from time to time) (the “**Data Act**”) applies to the Teraswitch Services as a Data Processing Service. This Addendum does not apply to all or any part of the Teraswitch Services which is not a Data Processing Service and/or which is provided to Customer under any agreement for testing and evaluation purposes for a limited period of time.

In the event of any conflicting language between the Agreement and this Addendum, the terms of this Addendum control.

1. Definitions

1.1 Unless expressly stated otherwise, the definitions in this section 1.1 apply to this Addendum. All terms in quotation marks in this Addendum are also defined terms.

- (a) “**Addendum Effective Date**” means the later of: (a) the effective date of the Agreement; and (b) September 12, 2025.
- (b) “**Agreement**” has the meaning given to the term in the Teraswitch [Terms of Service](#) as accepted by Customer, or any other agreement entered into by the Parties that provides that this Addendum will be incorporated therein by reference.
- (c) “**Authorized Third Party**” means a third party authorized by Customer to assist Customer in switching from the Teraswitch Services and migrating Exportable Data and Digital Assets to a Replacement Provider.
- (d) “**Data Processing Service**” has the meaning given to the term in the Data Act.
- (e) “**Data Retrieval Period**” means a period of thirty (30) days after the termination of the Transitional Period in accordance with section 3.4 following a Switching Request.
- (f) “**Digital Assets**” means elements in a digital form of the Teraswitch Services (if any), (including applications running on the Teraswitch Services and associated metadata related to configuration of settings, security, and access and control rights management for such applications, and other elements such as manifestations of virtualization technologies), which Customer has the right to use independently from the Agreement, and which Teraswitch can lawfully retrieve or make available from the Teraswitch Services, as further detailed on the Information Page.

- (g) **“Exportable Data”** means such Content Data and Exportable Usage Data as Teraswitch can lawfully retrieve or make available from the Teraswitch Services, as further detailed on the Information Page. Exportable Data excludes the categories of data specific to the internal functioning of the Teraswitch Services specified on the Information Page as exempt under Article 25(2)(f) of the Data Act, and any assets or data protected by intellectual property rights, or constituting trade secrets, of Teraswitch or a third party.
 - (h) **“Information Page”** means Teraswitch’s Data Act information page available [here](#) (as may be updated or replaced by Teraswitch from time to time) which details, among other things, details of the Exportable Data and Digital Assets which can be migrated to a Replacement Provider, information on available switching methods and formats, and applicable restrictions and technical limitations.
 - (i) **“Replacement Provider”** means either: (i) the relevant third-party provider of the Replacement Service; or (ii) Customer, where the Replacement Service is Customer’s own on-premises infrastructure.
 - (j) **“Replacement Service”** means either: (i) a third-party operated Data Processing Service of the “same service type” (as defined in the Data Act) as the Teraswitch Services; or (ii) Customer’s on-premises infrastructure and computing resources.
 - (k) **“Exportable Usage Data”** means any Usage Data made available by Teraswitch on the Teraswitch Services through the ordinary functionalities of the Teraswitch Services and Account accessible to Customer.
- 1.2 Capitalized terms not defined in this Addendum have the meanings given to them in the Agreement.
2. **Switching and Deletion Requests**
- 2.1 Customer may on two (2) months’ prior written notice to Teraswitch (the **“Notice Period”**) given in accordance with section 2.2 request to:
- (a) switch from all or any identified portion of the Teraswitch Services and migrate Exportable Data and Digital Assets to a Replacement Provider (a **“Switching Request”**); or
 - (b) delete Content Data from all or any identified portion of the Teraswitch Services (a **“Deletion Request”**).
- 2.2 The notice referred to in section 2.1 shall be submitted by email to support@teraswitch.com with the subject line “EU Data Act Request”, setting out, at minimum, the Customer’s full legal name, address in the European Union, Teraswitch account identifier, the Data Processing Services subject to the request (including applicable Teraswitch service identifiers), the type of request (Switching Request or Deletion Request), Replacement Provider (if any), Authorized Third Party (if any), and any other information reasonably necessary for Teraswitch to comply with the request or required by the Data Act.

3. **Switching**

In relation to a Switching Request:

- 3.1 Teraswitch will continue to provide the affected Teraswitch Services in accordance with section 3.2 from the expiry of the Notice Period for a period of up to:
- (a) thirty (30) calendar days; or
 - (b) seven (7) months if Teraswitch informs Customer within fourteen (14) business days of receiving a Switching Request that the Transitional Period in section 3.1(a) is technically unfeasible, in which case Teraswitch will provide a reasonable explanation for such technical limitations and inform Customer of an alternative Transitional Period for Customer to migrate Exportable Data and Digital Assets to a Replacement Provider,
- (the “**Transitional Period**”). The duration of the Transitional Period is extendable once by thirty (30) calendar days upon Customer’s written request.
- 3.2 During the Transitional Period, Teraswitch shall:
- (a) continue to provide the affected Teraswitch Services on the terms of the Agreement and act with due care to maintain business continuity of the Teraswitch Services;
 - (b) provide reasonable assistance (including by providing relevant information) to Customer, or an Authorized Third Party, to facilitate switching from the Teraswitch Services and migrating Exportable Data and Digital Assets to a Replacement Provider;
 - (c) provide information on known business continuity risks that are within Teraswitch’s knowledge pertaining to the Teraswitch Services that results from the switching process; and
 - (d) continue to comply with its applicable information security obligations under the Agreement.
- 3.3 If the migration from the affected Teraswitch Services has been completed successfully, Customer shall without undue delay notify Teraswitch via the following email address: support@teraswitch.com.
- 3.4 Unless otherwise agreed in writing by Teraswitch and Customer, the Transitional Period will automatically terminate on the earlier of:
- (a) Customer’s notification in accordance with section 3.3; and
 - (b) the expiry of the Transitional Period.
- 3.5 Following the termination of the Transitional Period, the affected Teraswitch Services will remain available during the Data Retrieval Period in accordance with the Agreement, and Customer may retrieve Exportable Data and Digital Assets by the methods and formats described on the Information Page.

- 3.6 Teraswitch will continue to comply with its applicable information security obligations under the Agreement during the Data Retrieval Period.
- 3.7 Provided Teraswitch has received Customer's notice under section 3.3 by expiry of the Data Retrieval Period, the switching process will be considered completed successfully, and the affected Teraswitch Services will be terminated, on expiry of the Data Retrieval Period. Teraswitch will notify Customer of the termination and will then delete the Content Data from the affected Teraswitch Services subject to Teraswitch's data retention policies and in compliance with the Agreement, except to the extent retention is required by applicable law. If Teraswitch has not received Customer's notice under section 3.3 by expiry of the Data Retrieval Period, the Switching Request will be treated as withdrawn and the affected Teraswitch Services will continue in accordance with the Agreement, without prejudice to Customer's right to submit a new Switching Request.

4. Deletion

In relation to a Deletion Request:

- (a) to the extent permitted by applicable law and regulation, Teraswitch will support a Deletion Request and delete Content Data from the affected Teraswitch Services following the expiry of the Notice Period; and
- (b) the affected Teraswitch Services will be terminated on the expiry of the Notice Period, and Teraswitch will notify Customer of the termination.

5. Fees

- 5.1 Notwithstanding the termination of the affected Teraswitch Services in accordance with this Addendum, and subject to section 5.4, Customer shall pay to Teraswitch all Fees payable under the Agreement with respect to those services, including all standard service fees accruing during the Transitional Period and the Data Retrieval Period and thereafter for so long as the affected Teraswitch Services remain active. With respect to any affected Teraswitch Services subject to a committed Service Term, Customer shall also pay all unpaid Fees that would have become due and payable for the remainder of that Service Term but for such termination, in accordance with the Agreement.
- 5.2 Customer acknowledges that the payment of such Fees is necessary to protect the legitimate business interests and investments made by Teraswitch and is proportionate to cover the early termination of the affected Teraswitch Services and the pricing offered to Customer by Teraswitch for the Teraswitch Services.
- 5.3 Notwithstanding anything to the contrary, Customer's obligation under section 5.1 is not subject to any exclusion or limitation of Customer's liability under the Agreement.
- 5.4 Teraswitch does not impose switching charges (as defined in the Data Act). Teraswitch will not charge for egress bandwidth used to transfer Exportable Data and Digital Assets from the affected Teraswitch Services to the Replacement Provider in excess of the bandwidth included with those services. Customer will reasonably cooperate to identify such egress (for example, by providing the Replacement Provider's destination network ranges).

6. Customer's Obligations

- 6.1 Customer shall continue to comply with Customer's obligations under the Agreement, including this Addendum, during any Transitional Period and the Data Retrieval Period.
- 6.2 Customer shall respect the confidentiality and intellectual property rights of any materials provided by Teraswitch as a part of switching.
- 6.3 Customer is solely responsible for importing the Exportable Data and Digital Assets to the Replacement Service and ensuring that the Replacement Service can receive the Exportable Data and Digital Assets.
- 6.4 Customer is solely responsible for actions and omissions of any Replacement Provider and Authorized Third Parties with respect to the switching process.
- 6.5 Customer shall provide Teraswitch with evidence that a Replacement Provider and any Authorized Third Party are authorized by the Customer in relation to the switching process, including to process and/or receive the Exportable Data and Digital Assets. Teraswitch shall not be obliged to cooperate with any Replacement Provider or Authorized Third Party in relation to the switching process unless Customer provide Teraswitch with satisfactory evidence of such authorization (as determined in Teraswitch's reasonable discretion).
- 6.6 Customer shall, and Customer shall ensure that the Replacement Provider and Authorized Third Parties (as applicable) shall, co-operate in good faith to make the switching from the Teraswitch Services effective and enable timely transfer of Exportable Data and Digital Assets and maintain continuity of the relevant Data Processing Service during the Transitional Period.
- 6.7 Where Customer manages its own operating systems, applications and data on dedicated servers or instances, Customer is responsible for retrieving that data using its own tools and access. Teraswitch's obligation in respect of such data is discharged by maintaining Customer's access to it during the Transitional Period and the Data Retrieval Period in accordance with sections 3.2 and 3.5.

7. Information Page

Teraswitch maintains Information Page with information on switching.

8. Exceptions

- 8.1 Nothing in this Addendum obliges Teraswitch to:
 - (a) develop new technologies or services;
 - (b) disclose or transfer Exportable Data and Digital Assets protected by Teraswitch's or third party's intellectual property rights or trade secrets; or
 - (c) compromise the security, integrity or functionality of the Teraswitch Services and/or Teraswitch's or any of its providers' information technology systems.