

EU Data Act Annex

This EU Data Act Annex (this “Annex”) forms part of the Master Subscription Agreement to which it is attached (the “Agreement”) and sets forth certain supplemental terms and conditions applicable to the Customers located in the European Union. Unless otherwise defined herein, any capitalized terms defined in the Agreement and used herein will have the same meaning specified in the Agreement.

Definitions

“Digital Assets” means elements in digital form, including applications, for which the Customer has the right of use, regardless of the Order Form.

“Data Act” means Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Act).

“Exportable Data” means input and output data, including metadata, directly or indirectly generated or co-generated as a result of the Customer’s use of the Subscription Services, excluding any assets or data that are subject to intellectual property rights or are trade secrets of the Company.

“Destination Provider” means the provider of data processing services to the Customer after termination of the Order Form (destination provider of data processing services within the meaning of the Data Act).

“Company” means contracting Creatio entity as may be specified in the Order Form; a provider of data processing services within the meaning of Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Act), providing the Customer with Subscription Services, the details of which are specified in the Master Subscription Agreement or in the Order Form.

“Exit Strategy” means arrangements and an action plan of the Provider and the Customer in the event of initiating the procedure of changing the data processing service provider.

“Subscription Services” means data processing service within the meaning of the Data Act provided by the Provider to the Customer on the terms and conditions set out in the Master Subscription Agreement and/or the Order Form.

This Annex is applicable to the extent legally required by the Data Act, as described in Article 1(3) of the Data Act, where the Company and/or the Subscription Services are subject to the Data Act.

In the event of any discrepancies between the provisions of this Annex and other documents binding on the Customer (regardless of the basis for this obligation), including in particular the Agreement or the Order Form, the provisions of this Annex shall prevail.

1. Preliminary Provisions

1.1 The Customer is entitled to change the Company in accordance with the provisions of this Annex and the Data Act. The change of the Company referred to in the Data Act includes:

- a. changing the Company to the Destination Provider, by notifying the Company at least 30 days prior to the preferred termination date, or
- b. transferring Exportable Data and Digital Assets to the Customer’s on-premises ICT infrastructure (as defined in the Data Act), by executing the respective agreement for on-site subscription with the Company, or
- c. deletion of Exportable Data and Digital Assets (as defined in the Data Act).

1.2 The Company enables the change of provider of data processing services, within the framework of the procedures specified in the Data Act, by:

- a. Exit Strategy – as part of the Company’s services, data may be prepared and transferred in cooperation with the Company’s technical support team, as part of paid Support services, in accordance with the applicable fees and charges (if any) and the adjusted scope of assistance, including technical assistance.

1.3 The Company provides the following tools to support the process of changing data processing service providers:

- a. a Subscription Services standard web interface through which the Customer may be given the ability to manage Authorized Users’ rights to use Subscription Services within the scope of the administrative rights resulting from the scope of Subscription Services purchased by the Customer, as agreed in the Master Subscription Agreement and Order Form.
- b. To send Technical Support requests and update the Customer’s contact details, and provide the Customer with information necessary for the Company to provide Subscription Services to the Customer. The Company provides the following channels of communication:

(i) via email to support@creatio.com;

(ii) via the Success Portal located at <https://success.creatio.com>;

(iii) via telephone (if Customer has purchased Business Support or Premium Support) - <https://www.creatio.com/company/contacts>.

The Company indicates the following limits and technical restrictions regarding changing the provider of data processing services:

- a. The time needed for extracting data depends on the volume of data,
- b. Additional non-used formats by the Company may require conversion.
- c. The backups are limited to the storage duration and available storage space for the Customer and are provided under the Company's then-current backup policies subject to any individual terms that have been agreed upon between Parties in writing.

1.4 The Company indicates (Article 25 of the Data Act):

- a. Exportable Data and Digital Assets (if any) comprise the Customer Data detailed specification of categories of data specific to the internal functioning of the Subscription Services, which are excluded from the data referred to in point (a) above:
 - public IP addressing;
 - recommendations for on-premises instances regarding CPU and RAM;
 - Authorized User login history, which the Customer has control and access to;
 - billing and settlement data related to the provision of Subscription Services.

Furthermore, the Company reserves that data, protected by the intellectual property rights of the Company or third parties, and classified information within the meaning of applicable laws, shall not be transferred.

- b. information concerning known threats to the continuity of the Subscription Services provided for in the Agreement and the Order Form:
 - possible interruptions during switching and interruptions in Internet availability,
 - need to update to a newer version of the, when security implications are involved, and to ensure proper performance,
 - Maintenance windows;
 - Customer equipment failures;
 - local disasters (fire, power failure), Force Majeure Events;
 - incorrect configuration of Customer Extensions;
 - Improper functioning of Third-Party Applications and developed integration;
 - cyber threats (e.g. ransomware, DDoS).

1.5 Information on the jurisdiction to which the Company's ICT infrastructure used to process Customer Data within the framework of Subscription Services is subject, and a general description of the technical, organizational and contractual measures adopted by the Company to prevent international access to non-personal data stored within the EU or their transfer to government authorities, where such access or transfer would result in a breach of EU law or the national law of the Member State concerned, is available in Creatio GDPA at www.creatio.com/legal.

2. Specific Provisions

2.1 Exit Strategy

To change the Company as a data-processing provider, the Customer must prepare and submit an Exit Strategy to the Company for approval. The Exit Strategy shall comply with the nature of processing, the subject matter, and the Parties' areas of control. The deadline for submitting the Exit Strategy for approval must allow the Parties to prepare adequately for its implementation. The Customer shall be liable for any failure to submit the above-mentioned strategy for approval in a timely manner and for any consequences resulting therefrom. And, if the strategy is not accepted by the Company, the Company shall be released from the obligation to implement it.

2.2 Company's obligations

The Company undertakes to provide reasonable support to the Customer and to third parties authorized by the Customer after the commencement of the process of changing the provider of data processing services and throughout its duration in a manner agreed between the Parties in the Exit Strategy. In the absence of an agreement on the Exit Strategy between the Parties, the Company undertakes to:

- a. provide the information reasonably necessary to change the provider of data processing services - at the reasonable written request of the Customer,
- b. act with due diligence to maintain the continuity of the Subscription Services within the Subscription period,
- c. continue to provide the Subscription Services, changing process, within the agreed period by both parties.
- d. maintaining a reasonable level of security throughout the process of changing the provider of data processing services, in particular with regard to the security of Exportable Data and Digital Assets during their transfer,
- e. ensuring the interoperability of the Subscription Services (to the extent required by Data Act and EU repositories) in the process of changing the provider of data processing services, in particular by providing Customer Data in available formats and access to the necessary technical documentation.

2.3 Customer's obligations

The Customer undertakes to cooperate with the Company in good faith and with due diligence to ensure the effectiveness of

the process of changing the provider of data processing services, to enable the timely transfer of Exportable Data and Digital Assets, and to maintain the continuity of the Subscription Services within the agreed period by the parties. To the same extent, the Customer undertakes to ensure the cooperation of the Destination Provider and direct contact with the Destination Provider (if reasonably necessary), unless the change of provider of data processing services involves only a transition to the Customer's local ICT infrastructure (purchasing on-site subscription deployment type of Company services) or the removal of Exportable Data and Digital Assets.

2.4. Data Act Termination Arrangements

- a. The Customer is entitled to terminate the Agreement and/or Order Form if (1) the Customer decides to exercise its switching rights under the Data Act and respectively to change Company to the Destination Provider, or (2) according to terms and conditions of the Agreement or an Order Form, the Customer has valid grounds to terminate an Order Form or the Agreement.
- b. The Customer shall notify the Company about the termination within the agreed term (Notice Period) by providing a written notice describing the Customer's decision and reasoning as applicable, and in order to perform at least one of the following actions after the expiry of the Notice Period:
 - change the provider of data processing services, indicating the necessary details of the Destination Provider, or
 - move Exportable Data and Digital Assets to the Customer's local ICT infrastructure; or
 - request that their Exportable Data and Digital Assets be deleted after the termination of the Subscription Services.
 - In the absence of a valid Notice allowed by the respective terms of the Master Subscription Agreement or Order Form, the declaration of termination of the Order Form shall have no legal effect.

2.5. Process of changing the provider of data processing services

- c. The Customer shall be entitled to change the Company to the Destination Provider or transfer the Exportable Data and Digital Assets to the Customer's local ICT infrastructure no later than within 30 calendar days from the end of the Notice Period (**Transitional Period**). The Parties may agree in writing on a different Transitional Period in the Exit Strategy or in a separate agreement. The Customer shall compensate the Company for all expenses incurred by the Company in the different Transitional Periods, as should be agreed by the Parties and allowed by the Data Act.
- d. If the Transitional Period for changing the provider of data processing services is technically unfeasible, the Company shall notify the Customer thereof within 14 business days of the submission of the Notice, indicating the reasons for the technical impracticability and specifying an alternative transition period, which may not exceed 7 months from the date of receipt by the Company of the Notice.
- e. The Customer shall be entitled to extend the Transitional Period once, for a period that it deems more appropriate for its purposes, provided that it notifies the Company of its intention by the end of the original Transitional Period in writing and indicates an alternative Transitional Period request in such notification, and the Company's approval. Customer shall compensate the Company for all expenses incurred by the Company in the different Transitional Periods, as should be agreed by the Parties and allowed by the Data Act.
- f. The Customer shall be entitled to download Exportable Data and Digital Assets for a period not exceeding the end of the billing period following the expiry of the Transitional Period (**Download Period**). The Parties may agree on a different Download Period in the Exit Strategy or in a separate agreement.
- g. The Agreement and the applicable Order Form shall remain in full force and effect, and all fees payable thereunder shall continue to accrue and be due and payable, until the switching to the Destination Provider has been successfully completed and the Customer has duly notified the Company of such successful completion.
- h. The Company shall delete all Exportable Data and Digital Assets, except for data that the Company is required to store in accordance with generally applicable laws or on the basis of decisions of competent public authorities:
 - after the end of the Download Period and after receiving notification from the Customer of the successful completion of the change of provider of data processing services, according to applicable retention policies/regulations,
 - after the expiry of the Notice Period, if the Customer has indicated in the Notice that they do not wish to change the Company but want all Exportable Data and Digital Assets to be deleted after the termination of the Services, according to applicable retention policies/regulations.
- i. The Order Form shall remain in force for the Notice Period, the Transitional Period, and the Download Period. The Order Form shall be terminated, and the Company shall notify the Customer of the termination of the Order Form only:
 - upon receipt of the Customer's notification to the Company of the successful completion of the process of changing the provider of data processing services;
 - upon expiry of the Notice Period, if the Customer has indicated in the Notice that they do not wish to change the Company but wish to have all Exportable Data and Digital Assets deleted upon termination of the Services, according with applicable retention policies/regulations.

2.6. Process of transferring Subscription Services to the Customer's on-premises ICT infrastructure

- 2.6.1. Subject to the Customer's written request and the Parties' mutual execution of the required amendments to the Agreement and the applicable Order Form, the Customer may elect to use the Subscription Services in an on-premises deployment model, whereby the Subscription Services are installed and operated on the Customer's own ICT infrastructure and servers.
- 2.6.2. The Company shall reasonably cooperate with the Customer to support its transition of Subscription Services to the Customer's on-premises ICT infrastructure, subject to mutually agreed terms and conditions.
- 2.6.3. The Parties agree that such transition to an on-premises deployment shall require the execution of a separate agreement and/or amendment to cover deviations from the SaaS delivery model.
- 2.6.4. In connection with the transition to on-premises deployment, the Company shall reasonably review and agree with the Customer on the applicable pricing, taking into account the change in deployment model, and current pricing and discounts (if

any), provided that the Period of Service and the payment schedule (timing of payments), as set forth in the applicable Order Form, shall remain unchanged, unless otherwise expressly agreed by the Parties in writing.

2.6.5. The Customer acknowledges that certain functionalities, service levels, updates, or support terms available under the Subscription Services in a hosted environment may differ in an on-premises deployment and shall be governed by the terms of the respective on-premises agreement and applicable documentation.

2.7. Process of deletion of Exportable Data and Digital Assets (as defined in the Data Act)

2.7.1. Upon (i) termination or expiration of the Agreement and/or the applicable Order Form for any reason, or (ii) in the event the Customer elects to continue using the functional components of the Subscription Services without processing Customer Data, the Company shall, subject to the terms of this Annex, provide reasonable assistance to the Customer with respect to:

- (a) the extraction and delivery of Exportable Data and Digital Assets in accordance with the Data Act and the Exit Strategy (if applicable); and
- (b) the secure deletion of Exportable Data and Digital Assets from the Company's systems and infrastructure, subject to applicable legal retention obligations.

2.7.2. Where the Customer elects to use the Subscription Services without processing Customer Data, the Parties shall cooperate in good faith to perform data extraction and deletion and ensure that no further Customer Data is processed by the Company, without prejudice to any data the Company is required to retain under applicable law.

2.7.3. The Company's assistance under this Section 2.6 shall be provided in accordance with the Exit Strategy (if any), the Data Act, and the applicable Support Services terms, and may be subject to reasonable, lawful, and proportionate fees as permitted under the Data Act and expressly agreed between the Parties.

2.7.4. Upon completion of the data extraction and/or deletion process, the Company shall, upon the Customer's request, provide written confirmation that the relevant Exportable Data and Digital Assets have been deleted in accordance with this Annex, except for any data retained in compliance with mandatory legal or regulatory requirements.

3. Fees

- Whereas Subscription Services are not designed exclusively for data processing as their sole purpose of usage;
- The Parties acknowledge that the Company's pricing policy is based on the non-cancellable nature of the Subscription Services (except as expressly permitted under the Agreement), and that the commercial terms, including the applicable fees, agreed between the Parties are justified by the agreed non-cancellable Period of Service stated in the respective Order Form.
- Whereas the Customer has voluntarily agreed to the specific contractual terms and conditions, including long-term cooperation, pricing policies, discounts, and other investments the Company reasonably incurred for the Customer's usage of Subscription Services;

The parties hereby agree on the following:

a. Unless otherwise expressly agreed in the Exit Strategy or in a separate agreement between the Parties, the Company shall provide the Subscription Services throughout the entire period of changing the provider of data processing services initiated by the Customer in accordance with applicable Law, including Notice Period, Transitional Period, and Download Period.

b. For the avoidance of doubt, in connection with the change of provider of data processing services, exercised by the Customer pursuant to the Data Act, the Customer shall pay fees to the Company that are limited to objectively justified and proportionate costs in accordance with the following rules:

- The Customer shall be obliged to pay the fee for the continued performance of the Subscription Services during the Notice Period, Transitional Period, and Download Period at the rates applicable under the relevant Order Form in accordance with the rules applicable to the Parties in the Order Form. If the fee for the Subscription Services provided is calculated in accordance with the billing periods specified in the Order Form, and the above periods do not correspond to them, the fee shall be settled in proportion to the number of days of provision of the Subscription Services.
- If, due to circumstances not attributable to the Company and not foreseen in the Exit Strategy or in the event of other circumstances for which the Company is not responsible, the period of Subscription Services provision exceeds the deadline set in the Exit Strategy, the Company shall be entitled, at its discretion, to either: (i) charge an increased fee corresponding solely to the additional prorated incurred costs, or (ii) to cease providing the Subscription Services at any time, and if it is necessary and/or applicable - to remove the Customer Data or any other data/software related to Customer located in the Company's infrastructure, to do so at the Customer's expense.
- For the Company's work related to the activities specified in the Exit Strategy or, in the absence thereof, performed in the process of changing the provider of data processing services, the Company shall be entitled to a reasonable fee in accordance with the Company's individual valuation determined on the basis of the Exit Strategy presented by the Customer and compliant with Data Act.
- The Customer's own costs related to the change of the provider of data processing services and the Destination Provider's costs related to the process of changing the provider of data processing services shall be borne solely by the Customer.

c. If the termination resulting from the Customer's exercise of switching rights under this Annex, Data Act, or whatsoever, occurs before the end of the applicable Period of Service, unless otherwise is agreed upon between Parties in writing, the Customer shall pay any outstanding subscription fees covering the remainder of the term of the relevant Order Form as a contractually agreed early termination fee.

d. Except for the fees expressly set forth in this Annex and permitted by applicable Law, the Company shall not charge any other fees or penalties in connection with the Customer's exercise of its switching rights.