

## EU DATA ACT ADDENDUM

This EU Data Act Addendum (this “Addendum”) is incorporated into and made a part of the most recent Terms & Conditions in effect between Akamai and Customer as defined below. “Terms & Conditions” or “Agreement” shall mean the terms and conditions, master services agreement and/or other similar agreement or terms (including, as applicable, the Akamai Terms & Conditions set forth at [www.akamai.com/terms](http://www.akamai.com/terms)) governing the purchase of Akamai offerings signed by and between Customer, as the same may be or have been amended by the parties from time to time. Unless otherwise defined in this Addendum or in the Terms & Conditions, all capitalized terms used in this Addendum will have the meanings given to them in Section 1 of this Addendum. Except for any changes made by this Addendum, the Terms & Conditions remain unchanged and in full force and effect.

**1. Definitions.** Unless otherwise defined in this Addendum, all capitalized terms used will have the meanings given to them in the Agreement.

- 1.1 “Akamai Website” means (i) [www.akamai.com](http://www.akamai.com); (ii) [www.linode.com](http://www.linode.com); or (iii) any other website as updated from time to time by Akamai.
- 1.2 “Customer” means the legal entity that has purchased the Eligible Service(s) from Akamai or from an authorized Akamai partner and is established or has a billing address in the European Union. Any rights or obligations of an indirect Customer under this Addendum will be exercised and performed exclusively through the authorized Akamai partner.
- 1.3 “Customer Portal” means applicable Akamai portals which enable Customers to access and use Eligible Services.
- 1.4 “Data Egress Charges” means one-off data transfer fees charged to Customers solely for Switching.
- 1.5 “Data Processing Services” means services that enable 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.
- 1.6 “Destination Provider” means the destination provider of Data Processing Services whereby the Customer changes from using the Data Processing Services from Akamai to using another data processing service of the same service type, or other service offered by such different provider of data processing services, or to an On-premises ICT Infrastructure, including through extracting, transforming and uploading the data;
- 1.7 “Digital Assets”: means elements in digital form, including applications, for which the Customer has the right of use, independent from the contractual relationship with the Eligible Service(s) from which it intends to Switch;
- 1.8 “Eligible Service(s)” means Data Processing Services identified in an applicable Transaction Document.
- 1.9 “Eligible Service(s) Switched” means the specific Eligible Service(s) that Customer elects to switch from as part of a Switch.
- 1.10 “EU Data Act” means Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13<sup>th</sup> December 2023 on harmonised rules on fair access to and use of data.
- 1.11 “Exempted Data” means any data excluded from Switching Data, including but not limited to data specific to the internal functioning, integrity or security of the Eligible Services or that are Confidential Information of Akamai, Akamai Network Data and Threat Data as defined in Akamai [Service Terms of Use](#), including any assets or data protected by intellectual property rights, or constituting a trade secret, of Akamai or third parties;
- 1.12 “Switching Data” means Customer Content, Covered User Data (as defined in the Agreement) and additional data produced through the use of the Eligible Service(s) strictly required to export Customer Content or Covered User Data to a Destination Provider or to an On-premises ICT Infrastructure and in each case excluding any Exempted Data.

- 1.13 **“On-premises ICT Infrastructure”** means information and communications technology infrastructure and computing resources owned, rented or leased by the Customer, and operated by the Customer or by a third-party.
- 1.14 **“Eligible Services Remaining”** means those specific Eligible Service(s) that Customer continue to use after the Switch.
- 1.15 **“Switch”** or **“Switching”** means the process whereby the Customer changes from using one or more Eligible Service(s) by moving all Switching Data and applicable Digital Assets associated with those Eligible Service(s) from Akamai to using either (i) another Data Processing Service of the same service type, or other service, offered by a Destination Provider, or (ii) an On-premises ICT Infrastructure, including through extracting, transforming and uploading the data
- 1.16 **“Switching Charges”** means charges, other than standard service fees or early termination fees, imposed by Akamai on a Customer solely for Switching, including Data Egress Charges.
- 1.17 **“Switching Process”** means the process commencing on Akamai's receipt of a complete Switching Request pursuant to section 3.2 and concluding upon the earlier of (i) Akamai's receipt of the Switching Completion Notice pursuant to section 6.1 or (ii) the end of the Transitional Period.
- 2. Scope.** This Addendum describes both the Customer's rights and Akamai's obligations as required by Chapter VI of the EU Data Act. Akamai shall not impose pre-commercial, commercial, technical, contractual, or organizational obstacles to Switching.
- 3. Switching Process.**
- 3.1 **Eligible Service(s).** Customer may exercise its right to Switch under the EU Data Act for Eligible Service(s).
- 3.2 **Initiation of the Switching Process.**
- 3.2.1 Customer must provide a switching notice to Akamai at least two months prior to its planned Switch initiation date (**“Switching Request”**).
- 3.2.2 Switching Request will be deemed received by Akamai on the date the Customer has provided all information that may be requested to determine whether the request qualifies as a Switch under the EU Data Act.
- 3.2.3 Customer shall specify in the Switching Request:
- (a) the relevant Eligible Service(s), that it wishes to Switch;
  - (b) whether Customer intends to:
    - i. Switch to a different provider of Data Processing Services and shall, in this case, provide the necessary details of the Destination Provider, or
    - ii. Switch to an On-premises ICT Infrastructure or
    - iii. only erase Customer Content if Customer does not wish to Switch.
- 3.3 **Transitional Period.** Akamai will notify the Customer whether its Switching Request qualifies as a Switch under the EU Data Act (**“Switching Confirmation”**). Customer must commence and complete its Switch within the Transitional Period. The Transitional Period will be thirty (30) calendar days, unless Akamai determines it is technically unfeasible to perform the Switch within this period, in which case it will notify the Customer within fourteen (14) business days of Akamai's receipt of the completed Switching Request. Such notification will include an explanation of the reasons for the technical unfeasibility and shall specify a revised Transitional Period not exceeding seven months. Customer shall confirm receipt of such extension notice within three (3) business days. Customer shall have the right, at any time before expiry of the then applicable Transitional Period, to request an extension of its Transitional Period once, by providing Akamai with a written notice in accordance with its applicable Terms & Conditions.
- 3.4 **Switching Data.** As part of the Switch, Customer can port Switching Data to an On-premises ICT Infrastructure or to the Destination Provider excluding any Exempted Data which will not unduly impede or delay the Switching Process.

#### **4. Obligations of the Parties during the Switching Process**

##### **4.1 Obligations of Akamai**

- 4.1.1 Subject to section 7, Akamai shall reasonably cooperate with Customer to transition or Switch the Eligible Services in a timely and efficient manner once the Switching starts and throughout its duration so that the Customer can Switch within the Transitional Period ("Switching Assistance"). Any Switching Assistance shall be mutually agreed to by Customer and Akamai (both parties acting reasonably and in good faith) and executed in writing by both parties via an amendment to an existing Transaction Document, or a new Transaction Document, and may include Switching Charges, if applicable. To this effect, Akamai shall:
  - 4.1.1.1 provide Customer with the ability to manage or perform all or any part of the Switch in accordance with section 4.2., reasonable assistance during the Switching Process to assist the Customer to complete the Switch by providing access to capabilities and adequate information and/or relevant documentation made available either on the Akamai Website or through applicable Customer Portal. If problems are detected during the Switching and cannot be resolved through technical support, Akamai and the Customer will in good faith analyse the causes and agree on solutions.
  - 4.1.1.2 During the Transitional Period, unless otherwise agreed to by both parties in writing in an applicable Transaction Document, (a) Customer shall comply with its obligations in accordance with section 4.2; and (b) Akamai shall act with due care to maintain business continuity and continue to perform the Eligible Services in accordance with the applicable Terms & Conditions, including in accordance with all applicable SLAs and related Performance Credits, and Customer shall continue to pay for Eligible Service(s) in accordance with the applicable Transaction Document.
  - 4.1.1.3 Akamai shall maintain an appropriate level of security throughout the Switching Process, in particular for the security of the Switching Data during their transfer.

##### **4.2 Obligations of the Customer**

- 4.2.1 During the Switching Process, Customer shall take all reasonable measures to achieve an effective Switch. Customer shall be responsible for the import and implementation of Switching Data to an On-premises ICT Infrastructure or DestinationProvider environment, as applicable.
- 4.2.2 If Customer authorizes a third party to manage or perform all or any part of the Switch on its behalf, then Customer must (a) grant such third party the necessary permissions and rights to access Eligible Service(s) to the extent necessary to perform the Switch; and (b) if requested by Akamai, provide any information that Akamai may reasonably request evidencing the appointment of such third party and its acceptance to be bound by Customer's obligations in this Addendum to the same extent as if those obligations were its own. Notwithstanding the involvement of any third party in the Switch for and on behalf of the Customer, Customer shall at all times remain solely liable for all obligations and responsibilities under this Addendum.
- 4.2.3 Customer shall pay Akamai the rates for any supplementary services for resources performing each transition activity and reimburse Akamai for all reasonable costs or expenses incurred in providing such transition assistance as set forth in the applicable Transaction Document.
- 4.2.4 During the Switching Process, Customer or third parties authorized by it, including Destination Provider, shall respect Akamai's Intellectual Property Rights and the confidentiality of any materials provided in the Switching Process by Akamai. Any disclosure of Akamai's Confidential Information to a third party (including Destination Provider) is subject to Akamai's prior written approval.

- 5. Data retrieval and erasure of data.** After the termination of the Transitional Period, Customer may access and retrieve all Switching Data in an easily accessible format, in accordance with industry standards, within a period of thirty (30) days ("Data Retrieval Period") During this Data Retrieval Period, Customer shall continue paying all fees in accordance with the applicable Transaction Document and Terms & Conditions. At the end of the Data Retrieval Period or at a later date according to Akamai's standard data deletion processes, and provided the Switching Process has been completed successfully, Akamai shall erase all Switching Data and Digital Assets except as required by applicable laws.
- 6. Termination of the Switch.**
- 6.1 Customer shall promptly notify Akamai upon completion of the Switch ("Switch Completion Notice") confirming that it has completed the Switch and ceased using the Eligible Service(s) Switched. The Switching Process concludes on the earlier of (a) the date Akamai receives the Switch Completion Notice, or (b) the end of the Transitional Period. If Customer does not notify Akamai about successful Switching or the lack thereof, and while Akamai has justified grounds to believe that the Switching was successfully completed by the Customer, Akamai may send Customer a request for confirmation of the successful Switching. If Customer does not confirm successful Switching within ten (10) working days from Akamai's request, it shall be deemed that the Switching was successful, Akamai's request shall be deemed a notification of termination, and the Agreement shall immediately terminate with respect to the Eligible Service(s).
- 6.2 After receiving the Switch Completion Notice or at the end of the Switching Request notice where the Customer does not wish to Switch but to erase its Switching Data and Digital Assets upon service termination, Akamai shall notify the Customer of the termination of the applicable Agreement or Transaction Document solely with respect to the Eligible Service(s) Switched.
- 6.3 If Customer performed a Switch, by the conclusion of Switching Process, Customer must delete all Switching Data using controls provided by Eligible Service(s) as described in the technical documentation applicable to the Services posted on the Akamai Site at <https://techdocs.akamai.com/home> ("Documentation") and shall be deemed as notice of termination for convenience of the Terms & Conditions. If Customer fails to delete the Switching Data after providing a Switch Completion Notice, Akamai reserves its right to delete the Switch Data as per its internal policies.
- 6.4 Upon Akamai's notification of termination, Customer will not incur any service fees solely with respect to the Eligible Service(s) Switched and after deleting its Switching Data, provided that Customer do not continue using the Eligible Service(s).
- 6.5 Akamai shall have discretion to impose applicable egress fees for the usage of Eligible Service(s) Remaining as per the applicable Transaction Document, for the purpose of passing on such costs incurred, while continuing to provide access and use to the Eligible Service(s) Remaining.
- 6.6 If Customer fails to provide a Switch Completion Notice or delete its Switching Data as required by section 6.3., Customer will continue to incur standard service fees for the Eligible Services which it continues to use in accordance with the applicable Transaction Document.
- 6.7 Upon termination of the Agreement or Transaction Document solely in relation to the Eligible Service(s), Customer shall pay to Akamai the applicable early termination fees as set forth in the Agreement or applicable Transaction Document.
- 7. Charges for the Switching Process.** Akamai shall have discretion to charge Switching Charges (including Data Egress Charges) for reasonable Switching Assistance as described in section 4.1.1. accrued prior to January 12, 2027, as documented in a Transaction Document. Additional support services to assist the Customer outside the Switching Process shall be subject to standard fees previously agreed by the Parties.
- 8. Transparency obligations.** Details regarding Akamai's Point-of-Presence can be accessed [here](#) and details regarding infrastructure of Akamai can be accessed [here](#). Akamai implements technical measures, contractual measures and operational controls to prevent

unlawful access to or transfer of Customer Content as provided under this Addendum, details whereof can be accessed [here](#). Details regarding Information Security Compliance of Akamai can be accessed [here](#).

**9. Exemptions.** This Addendum shall not apply to:

- 9.1 Data Processing Services of Akamai of which the majority of main features has been custom-built to accommodate the specific needs of a Customer or where all components have been developed for the purposes of a Customer, and where those Data Processing Services are not offered generally on a broad commercial scale by Akamai; and
- 9.2 Data Processing Services of Akamai, provided as a non-production version for testing and evaluation purposes and for a limited period of time.

**10. Miscellaneous.**

- 10.1 In the event of any conflict or inconsistency between the Terms & Conditions and this Addendum, the terms of this Addendum will control over the Terms & Conditions.
- 10.2 All references to websites in this Addendum refer to the specified websites and their respective successor or related locations designated by Akamai, as may be updated from time to time.