

EU Data Act Addendum

This EU Data Act Addendum (“Addendum”) governs all Switching and/or Deletion Requests made by a Customer (as defined below) pursuant to Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 concerning harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (the “Data Act”).

The Addendum applies only to Customer incorporated and with a billing address for their Boomi Services within a member state of the European Union or European Economic Area (EU/EEA).

This supplements and forms an integral part of the Boomi Master Services Agreement between Boomi and Customers or any other agreement between Boomi and Customers covering provision of Boomi services (“**Agreement**”).

Boomi may update this Addendum from time to time and will provide Customer with reasonable prior written notice of any material updates. Capitalized terms in this Addendum shall have the same meaning as in the Agreement unless otherwise defined herein. Any capitalised term not defined in Addendum or the Agreement will have the meaning provided in the Data Act.

1. Switching

1.1. Customer may, at any time, exercise its right to (a) switch from using certain Boomi Services to another cloud services provider offering a Data Processing Services of the Same Service Type; (b) switch to Customer's own on-premise Information and Communication Technology (ICT) infrastructure, or (c) request erasure of all Exportable Data without switching to another provider or on-premises infrastructure, provided that Customer:

- a) provides Boomi with two (2) months' prior written notice (“Notice Period”);
- b) pays all fees incurred up to and during the Notice Period (including any fees during the Notice Period that are charged on a recurring basis and any applicable minimum spend commitments, set forth out in Order Form between Customer and Boomi; and
- c) Prior to the end of the Notice Period, pay Boomi the Termination Fee (as defined below)

“Termination Fee” means the fee equal to the total of any minimum spend commitment (including any fees that are charged on a recurring basis) for the remainder of the then-current commitment period that Customer agreed to in or otherwise accepted in its Order Forms

1.2. Boomi will support such requests, as required by the Data Act, by providing Customer with necessary instructions, including as set out in the Documentation to export Exportable Data within 30 calendar days of the end of the Notice Period (“Transition Period”). Customer may extend the Transitional Period once, for a reasonable period to enable it to export the Exportable Data in good faith, within a commercially reasonable and agreed up time. If Boomi considers the standard Transition Period is technically impractical, Boomi shall notify Customer. Following the Transition Period, Customer may retrieve this Exportable Data for thirty (30) calendar days (the 'Retrieval Period'). Boomi shall maintain access to the Exportable Data during the Retrieval Period.

1.3. Until the end of the Transition Period, Boomi will:

- a) continue to provide the Boomi Services in accordance with the Agreement;
- b) provide reasonable assistance (as set out in the Agreement) to the Customer in the switching process;
- c) act with due care to maintain business continuity, and continue the provision of the Boomi Services under the Agreement;

- d) provide clear information concerning known risks to continuity in the provision of the Boomi Services; and
- e) ensure that a high level of security is maintained throughout the switching process, in particular the security of the data during their transfer and the continued security of the data during the retrieval period in accordance with applicable law.

1.4. Customer acknowledges and Agrees that:

- a) Customer expressly elected a multi-year fixed term agreement: and
- b) Boomi has relied on the Customer's fixed duration contract commitments to be able to offer the Services to the Customer for the agreed upon fees and to make investments in developing and improving the Service;

1.5. Liability. Boomi shall not be liable 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, compatibility issues, or any other disruptions or failures that may occur during or as a result of the switching request. The Customer assumes full responsibility for the successful switching.