

EU DATA ACT – RIGHT TO SWITCH PROVIDER



Additional Terms & Conditions

In the event any Offering qualifies as data processing services as defined by the EU Data Act (Regulation EU 2023/2854, as amended from time to time), the following will apply regarding such Offering:

1. SWITCHING INFORMATION BY SIEMENS

As Customer may be entitled to switch data processing services to different provider(s) of a data processing services or to on-premises ICT infrastructure In accordance with the EU Data Act, Siemens recommends that Customer reviews the Documentation made available by Siemens which includes to the information specified in Art. 25 (2) (e) and (f) of the EU Data Act. Such Documentation is made available as specified in the Agreement section referencing these additional terms and conditions, or if not indicated there, at <https://www.siemens.com/sw-data-act>.

2. SWITCHING NOTICE BY CUSTOMER

If, during the Subscription Term of an Offering, Customer decides to switch to either different provider(s) of data processing services covering the same service type, or to on-premises ICT infrastructure, Customer will inform Siemens of its decision in writing or via an electronic system specified by Siemens. At minimum, the notification provided by Customer will include the following information:

- (i) Which Offering(s) Customer considers to be affected by this switch;
- (ii) Whether Customer has decided:
 - to switch to one or several different providers of data processing services that share the same primary objective, data processing service model and main functionalities as the Offering(s) affected by the switch (same service type), or
 - to on-premises infrastructure owned, rented or leased by Customer, located in the data center of the Customer itself and operated by the Customer or by a third-party;
- (iii) A plausible and credible presentation of Customer's intent to switch;
- (iv) All necessary details of the new provider(s) of the data processing services, unless Customer decided to switch to on-premises ICT infrastructure;
- (v) The requested date of the initiation of the switching process for the respective affected Offering(s), which shall not be earlier than 2 months after Siemens' receipt of the notification ("**Notice Period**");
- (vi) Whether Customer does not wish to transfer data relating to affected Offering(s), but to erase its exportable data and digital assets upon service termination.

3. SWITCHING PROCESS

3.1 Eligible Request. The notification received by Siemens must meet the requirements outlined in Section 2, and the Offerings that the Customer considers affected by the switch must constitute data processing services for which Customer is entitled to switch between data processing services under Chapter 6 of the EU Data Act. If these conditions are not met, Siemens is entitled to reject the request.

3.2 No Data Transfer Requested. Where Customer notified Siemens that Customer wishes to erase all its exportable data and digital assets relating to an affected Offering, the contract on the relevant subscription of the Offering will be considered terminated at the end of the Notice Period and Siemens will notify Customer of the termination.

3.3 Data Transfer Requested

- (a) **Transitional Period.** Where Customer notified Siemens that Customer wishes to transfer exportable data and digital assets relating to an affected Offering, a Transitional Period applies. "**Transitional Period**" means 30 days following the Notice Period, unless Siemens has notified Customer within 14 working days of the making of the switching request that a 30-day transitional period is technically unfeasible, and has provided proper justification for the technical unfeasibility, and has indicated an alternative Transitional Period, which shall not exceed seven months, in which case such alternative Transitional Period will apply. Customer has the right to extend the Transitional Period once for a period that Customer considers more appropriate for its own purposes.
- (b) **Data Retrieval Period.** Following the Transitional Period, Customer is entitled to retrieve data for 30 days, or a longer period if agreed between Customer and Siemens ("**Data Retrieval Period**"), provided Customer is in compliance with the Agreement and pays any applicable fees for the Offerings
- (c) **Support and Cooperation.** During the Transitional Period, Siemens will perform the obligations under Art. 25 (2) (a) (i) through (iv) of the EU Data Act and support Customer's exit strategy relevant to the contracted services in accordance with the Documentation referred to in Section 1. Customer will and will ensure that the destination provider will at all times cooperate with Siemens to make the switching process effective and enable the timely transfer of data. Any support by Siemens is subject to Customer's compliance with the Agreement and payment of any applicable fees for the Offerings.
- (d) **Termination.** The subscription(s) to the Offering(s) affected by the switch will be considered terminated upon successful completion of the switching process, and Siemens will notify Customer of the termination. The switching process shall be considered successfully completed upon expiration of the Data Retrieval Period. Where Customer does not wish to transfer the data relating to affected

Offering(s) but wants Siemens to erase its exportable data and digital assets upon service termination, the subscription to the Offering affected by the switch will be considered terminated at the end of the Notice Period.

- 3.4 **Data Erasure.** Within 30 days after completion of the switching process, or a longer period agreed by the parties, Siemens will erase all exportable data and digital assets generated directly by Customer, or relating to Customer directly (except as otherwise agreed with or permitted by Customer or for any personal exportable data which Siemens is allowed to store under EU or other applicable laws).
4. **TERMS OF THE AGREEMENT.** Sections 1 through 8 shall not supersede or alter any remedies and obligations under the Agreement. This includes, but is not limited to, the right of any party to terminate an Order or the Agreement in the event of a material breach of contract. Where the Transitional Period or Data Retrieval Period extend beyond the Subscription Term of an affected Offering, Customer will be granted access only to those functionalities of the affected Offerings required for switching services under Section 1 through 8, and Siemens may restrict functionalities, Entitlement metrics, and service levels.
5. **SUBSCRIPTION FEES.** Fees paid for any Offering are non-refundable, and Sections 1 through 8 do not affect Customer's obligation to pay fees becoming due before the subscription is considered to be terminated in accordance with Section 3.
6. **TERMINATION FEES.** In the event a subscription to an Offering is considered to be terminated in accordance with Section 3, Customer will pay to Siemens or its authorized solution partner (as applicable) the total outstanding fees owed for the Offering until expiration of the Subscription Term, less any costs not incurred by Siemens for cancellable or consumption-based third-party cloud services or software licenses due to the early termination of Customer's subscriptions to Offerings affected by the switch.
7. **OUT OF SCOPE.** Sections 1 through 6 shall not apply to data processing services provided as a non-production version for testing and evaluation purposes and for a limited period of time.
8. **DEFINED TERMS.** Where Sections 1 through 8 include terms used in the EU Data Act, those terms shall be interpreted in accordance with the EU Data Act.