



EU Data Act Addendum

1. Applicability

This EU Data Act Addendum ("**DAA**") sets out the specific rights and obligations of the Client and Geckoboard when the Client wishes to exercise its rights under the EU Data Act to switch to another provider or to an on premise ICT infrastructure. This DAA applies solely to the provision of Services to Clients located in the European Union, or to whom the EU Data Act is otherwise applicable.

The terms of this DAA are incorporated into and forms part of the Agreement.

This DAA does not apply to: (i) any bespoke or custom services not generally available to all customers; or (ii) any non-production, testing or BETA versions of the Services.

2. Definitions

All terms in capitals used in this DAA shall have the meaning set out in the Agreement unless defined otherwise in this DAA.

"Agreement"	means the written agreement between the parties for the provision of the Services by Geckoboard;
"Geckboard"	means Datachoice Solutions Limited t/a Geckoboard, whose registered office is at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom;
"Client"	means the client named in the Agreement;
"Data Processing Services"	means digital services that are provided to a Client and 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;
"Destination Provider"	means the destination provider of Data Processing Services, whereby the Client changes from using the Data Processing Services of Geckoboard to using other Data Processing Services of the same service type, or other service, offered by such a different provider of Data Processing Services, or to an on-premises ICT infrastructure including through extracting, transforming and uploading the data, as set out in Article 2(34) of the EU Data Act;
"Digital Assets"	means elements in digital form, including applications, for which the Client has the right of use, independently from the contractual relationship with the Data Processing Services it intends to switch from, as set out in Article 2(32) of the EU Data Act;
"EU Data Act"	means Regulation (EU) 2023/2854 of the European Parliament and Council of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2020/1828 (Data Act);
"Exportable Data"	means the input and output data, including Metadata directly or indirectly generated or cogenerated, by Client's use of the Data Processing Service, as set out in Article 2(38) of the EU Data Act, excluding any assets or data protected by intellectual property rights or

	constituting a trade secret of Geckoboard or third parties, for example: usage data, source code and algorithms;
“Fees”	means all fees payable by the Client to Geckoboard for the provision of the Services, set out in the Agreement;
“Subscription Term”	means the fixed term of the Client’s subscription Plan for use of the Services, as set out in the Agreement;
“Metadata”	means a structured description of Client data or the use of data facilitating the discovery or use of Client data, excluding usage data;
“Services”	means the cloud services of Geckoboard set out in the Agreement, which are a data processing service, as set out in Art. 2(8) of the EU Data Act;
“Switching Charges”	means charges, other than the Fees or Early Termination Fees, imposed by Geckoboard on the Client for switching to a Destination Provider. Switching Charges include, but are not limited to, costs related to the transit of data from one provider of Data Processing Services to another or to an on-premises ICT infrastructure (data egress charges) or the costs incurred for specific support actions during the Switching Process;
“Switching Process”	means the process involving Geckoboard, the Client and, where relevant, a Destination Provider, when the Client changes from using the Services to using the services of a Destination Provider or to its own on-premises ICT infrastructure, including extracting, transforming and uploading Exportable Data and, where applicable, Digital Assets, as set out in Article 2(34) of the EU Data Act.

3. Conflicts

In the event of any conflict between the terms of this DAA and the Agreement, the terms of this DAA will prevail solely with respect to the subject matter herein.

4. Switching

- 4.1. To initiate the Switching Process the Client must give Geckoboard written notice of its intention to: (i) switch to a different Destination Provider; or (ii) erase its Exportable Data, and where applicable Digital Assets; (each a **“Switching Notice”**).
- 4.2. A Switching Notice must be sent to Geckoboard in writing no later than 2 months prior to the start of the Switching Process, (**“Notice Period”**).
- 4.3. The Client must specify in the Switching Notice the services, Exportable Data or Digital Assets that it wishes to switch: and (i) where the Client intends to switch to a new Destination Provider the necessary details of the Destination Provider or whether the Client wishes to switch to its own on-premises ICT infrastructure; or (ii) whether the Client does not wish to switch but only to erase its Exportable Data and Digital Assets.
- 4.4. If the Client wishes to switch to a different Destination Provider, the Client shall take reasonable measures to achieve effective switching. The Client will be responsible for the import, implementation, and configuration of Exportable Data and Digital Assets in its own systems or in the systems of the Destination Provider.
- 4.5. Any concerns or disputes relating to the Switching Process shall be addressed in good faith discussions between the parties.

- 4.6. Geckoboard shall use reasonable efforts to facilitate completion of the Switching Process within 30 days of the end of the Notice Period, ("**Transitional Period**").

5. **Transitional Period**

- 5.1. Geckoboard shall provide reasonable support to the Client and third parties authorized by the Client to switch to the Destination Provider during the Transitional Period.

- 5.2. If technical complexity necessitates a longer Transitional Period, Geckoboard shall notify the Client within 14 calendar days of receiving the Switching Notice. Geckoboard will inform the Client in writing of the technical or other obstacles and indicate an alternative Transitional Period, which shall not exceed 7 months following the Notice Period, ("**Geckoboard Extension Notice**").

- 5.3. The Client may request an extension to the Transitional Period once for a reasonable period, by giving Geckoboard written notice, not later than 1 month before the Transitional Period would otherwise expire stating the alternative Transitional Period requested, ("**Client Extension Notice**"). Geckoboard shall consider the request and use reasonable efforts to comply with the Client's request.

- 5.4. The Client shall continue to pay all Fees in full in accordance with the Agreement during any Transitional Period.

6. **Data Portability and Deletion**

- 6.1. Geckoboard shall retain Exportable Data and Digital Assets for a period of 30 days after the Transitional Period expires, ("**Retrieval Period**"). The Client may export or delete Exportable Data or Digital Assets during the Retrieval Period. The Client is not entitled to receive: (i) usage data; or (ii) source code; (iii) algorithms or (iv) any assets or data protected by intellectual property rights or constituting a trade secret of Geckoboard or third parties.

- 6.2. At the end of the Retrieval Period, Geckoboard shall delete all Exportable Data and Digital Assets, except for any Exportable Data or Digital Assets that Geckoboard is required to retain under applicable laws.

- 6.3. The Client shall continue to pay all Fees in accordance with the Agreement during any Retrieval Period.

- 6.4. The Client is solely responsible for the import and implementation of Exportable Data or Digital Assets into their new systems.

7. **Client Obligations**

- 7.1. Throughout the Switching Process, the Client shall: (i) to the extent technically possible, self-export Exportable Data or Digital Assets directly from the Services; (ii) import and implement Exportable Data and Digital Assets to its on-premises ICT infrastructure or the systems of the Destination Provider; and (ii) comply with the Client's confidentiality obligations under the Agreement.

- 7.2. The Client shall promptly notify Geckoboard in writing once the Switching Process has been completed. If Geckoboard is not notified of such completion, Geckoboard will assume the Switching Process is completed at the end of the Retrieval Period.

- 7.3. The Client or third parties authorized by them, including the Destination Provider undertake to respect the intellectual property rights and confidentiality of any materials provided in the Switching Process by Geckoboard, as well as Geckoboard's trade secrets. Any disclosure of Geckoboard's confidential information to a third party (including any Destination Provider) is subject to Geckoboard's prior written approval and shall be limited to what is necessary to complete the Switching Process until the end of the agreed Transitional Period, including any extension thereto.

- 7.4.** If the Client authorizes a third party to manage or perform all or any part of the Switching Process on its behalf, the Client must: (i) grant such third party the necessary permissions and access rights on its account with Geckoboard; and (ii) if requested by Geckoboard, provide any information that Geckoboard may reasonably request evidencing the appointment of such third party and their acceptance to be bound by the Client's obligations under this DAA (and, where relevant, the Agreement) to the same extent as if those obligations were their own.

8. Geckoboard Obligations

- 8.1.** Throughout the Switching Process, Geckoboard shall: (i) provide clear information concerning known risks to continuity in the provision of the Services which are attributable to Geckoboard; (ii) act with due care to maintain business continuity; (iii) continue the provision of the Services under the Agreement; and (iv) ensure an appropriate level of security is maintained throughout the Switching Process, in particular in relation to the security of the Exportable Data and Digital Assets during their transfer and the continued security of the Exportable Data and Digital Assets during the retrieval period, in accordance with applicable law.
- 8.2.** Geckoboard shall support the Client's exit strategy related to the Services by ensuring relevant information related to the Switching Process is made available to the Client upon receipt of a Switching Notice, which shall include an exhaustive list of all categories of Exportable Data and Digital Assets that can be exported during the Switching Process.
- 8.3.** Where the Exportable Data and Digital Assets cannot be exported from the Services by the Client, Geckoboard will provide the Client with a switching and exit plan, ("**Plan**") that includes the porting methods and formats and steps required to carry out the Switching Process. Geckoboard will update the Plan when necessary and check, at the Client's request, if changes to the Plan are required.

9. Switching Charges

- 9.1.** Switching Charges will be charged for the provision of Switching assistance up until the 12th of January 2027 on a time and materials basis at the rate Geckoboard charges for professional services, as set out the Agreement, or where such fees are not included in an Order Form at Geckoboard's standard rate at the time the Switching Notice is received, where it is impossible for the Client to switch away from the Services provided by Geckoboard without needing Geckoboard to provide assistance.
- 9.2.** Switching Charges are payable upon receipt of each invoice, unless agreed otherwise in writing between the parties.

10. Termination of the Agreement

- 10.1.** In addition to any other termination provisions set out in the Agreement, the parties agree and acknowledge that the Agreement may be terminated by the Client with effect from: (i) the day after the Client notifies Geckoboard of the completion of the Switching Process; or (ii) the end of the Retrieval Period; or (iii) the end of the Notice Period if the Client has requested Geckoboard to erase the Exportable Data and, where applicable, Digital Assets.
- 10.2.** Upon written request of the Client, Geckoboard will confirm termination of the Agreement to the Client, within 10 days of receipt of such a request.

11. Early Termination Fees

- 11.1.** The Client acknowledges pricing for the Services with annual subscription Plans or minimum spend commitments are generally lower than for Services purchased without such commitments. The Client further acknowledges that, for any Services subject to annual subscription Plans, the Client had the option to purchase those Services on a monthly subscription Plan. Accordingly, if the Client exercises their rights under this DAA, to terminate the Agreement early, before expiry of any annual subscription Plan, the Client must pay an early termination fee equal to the amount of the Fees that the Client would have been obliged

to pay to Geckoboard for the current annual subscription Plan, if the Agreement had not been terminated early by the Client under this DAA, ("**Early Termination Fee**").

- 11.2. For Fees tied to usage, the Early Termination Fee shall include the value of any minimum usage commitments for the Services from the effective date of termination set out in clause 10.1(i), (ii) or (iii), as applicable, until the conclusion of the current subscription Plan, regardless of whether the effective date of termination occurs before the end of the current subscription Plan.
- 11.3. The Client shall receive no refunds of unused prepaid Fees.
- 11.4. The Client shall not be entitled to any discounts for any Fees corresponding to the Services where the Agreement is terminated early. Any discounts already applied to the current subscription Plan shall no longer apply and the Early Termination Fee will be the full non-discounted sum payable for the current subscription Plan.
- 11.5. All Early Termination Fees are immediately due and payable upon termination of the Agreement.

12. **Notices**

All notices under this DAA are to be sent by email as follows: (i) to the Client at the Client's email address for the administrator of the Client's account or, if no administrator is designated, to the email address used for receipt of invoices by the Client. The Client is responsible for updating its information with Geckoboard, including providing Geckoboard with an up to date email address for the provision of notices under the Agreement; and (ii) to Geckoboard to: support@geckoboard.com.

13. **Applicable Law and Courts**

This DAA shall be governed by and construed in accordance with the same law and courts as set out in the Agreement.