

## EU Data Act Addendum

The following 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**”).

This Addendum will be deemed accepted by the Customer, by (1) clicking a box indicating acceptance, (2) acknowledging acceptance of this Addendum in a separate document, or (3) by referencing or incorporating the Addendum into the Agreement. Customers agree that this Addendum is incorporated by reference into their Agreement with SFDC. Unless otherwise stated herein, defined terms shall have the meaning given in the Agreement.

**1. Request Process.** A Customer who is registered in a member state of the EU/EEA, may complete [this form](#) to request at any time during a subscription term with a 2-month notification period, either to: (a) switch a Service and migrate its Customer Data to a different third party service provider or to its own on-premise infrastructure (“Switching Request”); and/or (b) delete its Customer Data from a Service (“Deletion Request”).

**(a) Switching Request.** SFDC will support the Customer’s Switching Request in accordance with the Data Act by providing Customer the related instructions, or as otherwise indicated by SFDC in the Documentation, for Customer to export Customer Data within 30 calendar days after the end of the 2-month notification period from the date SFDC receives a fully completed Switching Request (“Transition Period”).

SFDC will inform Customer within 14 business days of receiving a Switching Request if the Transition Period is technically unfeasible, providing a reasonable explanation for such technical limitations and an alternative Transition Period for the Customer to export their Customer Data, which shall not exceed 7 months.

Customer shall have the right to ask for an alternative Transition Period that is reasonably appropriate under the circumstances, at the time of the request, which shall not exceed 7 months.

Throughout the switching process and in accordance with the Agreement, SFDC will provide reasonable assistance, act with due care to maintain business continuity and maintain the agreed level of security.

SFDC may inform Customer about any known risks to the continuity in the provision of the Services and/or technical limitations as a result of the Switching once the Switching Request is submitted or as otherwise indicated by SFDC.

Customer shall notify SFDC once the export of Customer Data is completed via [billing@emea.salesforce.com](mailto:billing@emea.salesforce.com).

**(b) Deletion Request.** SFDC will support a Customer's Deletion Request to the extent permitted by applicable law, by deleting the Customer Data of the in-scope Service(s) in accordance with the procedures and timeframes specified in the Security, Privacy and Architecture Documentation applicable to the specific Services, as updated from time to time, and accessible via SFDC's Trust and Compliance webpage at <https://www.salesforce.com/company/legal/trust-and-compliance-documentation/> (also accessible via <http://www.salesforce.com/company/legal/agreements/> under the "Trust and Compliance Documentation" link), or as otherwise made reasonably available by SFDC.

**2. Termination.** The Order Form(s) will automatically terminate either: for 1) Switching Request(s) upon Customer notifying SFDC in writing about the successful export of Customer Data in accordance with (1) (a) in this clause (in the absence of formal notification by Customer as indicated above, the switching will be deemed successful at the end of the Transitional Period or Alternative Period), or 2) for Deletion Request(s), 2 months after SFDC has received the Deletion Request (the "Termination Date").

For the avoidance of doubt, such termination will not relieve Customer of its obligation to pay any fees due to SFDC for the period prior to the Termination Date of the relevant Order Form. Customer must pay any outstanding subscription fees covering the remainder of the term of the relevant Order Form(s) as an early termination fee. SFDC will not charge any other fees or penalties.

SFDC will continue to provide the Services in accordance with the Agreement until the Termination Date or until the end of the subscription period.

**3. Exclusions.** In accordance with the Data Act, Switching or Deletion Requests will not be accepted for Beta Services as defined in the Agreement or, if not defined in the Agreement, as defined in the Main Services Agreement (or the Master Subscription Agreement, as the case may be) at <https://www.salesforce.com/company/legal/agreements/> or for any Service that has been provided by SFDC for a limited period of time specifically for testing and evaluation purposes (such as a sandbox).

**4. Indemnification.** Several legal entities may be entitled to purchase or use Services under the Agreement (including without limitation Customer's Affiliates and Users) and such entities other than the Customer making the request could therefore be impacted by the Switching Request or Deletion Request in accordance with this section ("Impacted Parties"). It is the Customer's sole responsibility to ensure that Customer has all rights and permissions concerning the Switching or the Deletion Requests and the Customer Data before exercising its rights hereunder.

Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by Impacted Parties (a) alleging that the Switching or Deletion Request infringes

such Impacted Party's rights or licenses and will indemnify SFDC from any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by Customer in writing of, a such a claim against SFDC, provided SFDC (A) promptly gives Customer written notice of such a claim against SFDC, (B) gives Customer sole control of the defense and settlement of such a claim against SFDC (except that Customer may not settle any such claim against SFDC unless it unconditionally releases SFDC of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if such a claim against SFDC arises from SFDC's breach of this Agreement, the Documentation or applicable Order Forms.

**5. Liability.** SFDC shall not be liable for any damages, losses, costs, or expenses arising out of or in connection with the Switching and/or the Deletion 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 and/or the Deletion Request. The Customer assumes full responsibility for the successful Switching or Deletion of Customer Data.