

The following EU Data Act Policy (“**Policy**”) governs all Switching Requests and/or Deletion Requests made by a Customer (all 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**”). Save as otherwise agreed in a Customer’s current agreement (“**Agreement**”) with Unit4, terms used but not defined in this Policy have the meanings given to them in the Unit4 General Terms of Business. This Policy takes precedence over the other terms of the Agreement

1. Request Process. For so long as the Data Act continues to apply to Unit4 or its customers, a customer of Unit4 (i) who uses or consumes Services provided in the EU or (ii) whose Data Subjects using the Services are based in the EU (“**Customer**”) may, by providing at least 2 months prior notice, submit a request to Unit4 by email to privacy@unit4.com to: (a) switch a Service (being one or more Unit4 products, but not parts or modules thereof), migrate its Customer Data to a different third party service provider or to its own on-premise infrastructure and delete Customer Data from a Service (“**Switching Request**”); or (b) delete its Customer Data from a Service (being one or more Unit4 products, but not parts or modules thereof) (“**Deletion Request**”). In accordance with the Data Act, Switching Requests or Deletion Requests will not be accepted for Services in Early Adopter, trial or beta status or for any Services provided for a limited time only for testing and evaluation purposes (such as a sandbox). Customer Data will be made available in a structured, machine-readable, widely used format as determined by Unit4 from time to time.

(a) Switching Request. Unit4 will support the Customer’s Switching Request in accordance with the Data Act by providing Customer the related instructions, or as otherwise indicated by Unit4 in the Documentation, to enable Customer to export Customer Data from the relevant Service. The export must be completed no later than 30 calendar days after the end of the 2-month notification period, commencing from the date Unit4 receives a fully completed Switching Request (“**Transition Period**”).

Customer must provide reasonable evidence that the Customer has entered into a binding agreement with a new provider for the provision of substantially similar services, which may include (but is not limited to) a copy of the executed agreement with the new provider, a purchase order or other documentation reasonably satisfactory to Unit4. Such documentation may be redacted as necessary to ensure Customer complies with any confidentiality obligations owed to the new provider.

Alternative Periods. Unit4 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 (commencing from the date Unit4 receives a fully completed Switching Request).

Equally, Customer may request an alternative Transition Period that is reasonably appropriate under the circumstances, at the time of the request, which shall not exceed 7 months (commencing from the date Unit4 receives a fully completed Switching Request).

In each case the alternative Transition Period is referred to as (an “**Alternative Period**”). In the event that Customer and Unit4 desire Alternative Periods, it is the longer of the two that will apply.

Practical Considerations. Throughout the switching process and in accordance with the Agreement, Unit4 will provide reasonable assistance, act with due care to maintain business continuity and maintain the agreed level of security.

Unit4 may inform Customer about any known risks to the continuity of the Services and/or technical limitations as a result of the switching once the Switching Request is submitted or as otherwise indicated by Unit4.

Customer shall notify Unit4 once the export of Customer Data is completed to privacy@unit4.com.

(b) Deletion Request. Unit4 will support a Customer’s Deletion Request to the extent permitted by applicable law, by deleting the Customer Data contained in the in-scope Service(s) in accordance with the procedures and timeframes specified in the Agreement applicable to the specific Services or as otherwise made reasonably available by Unit4.

2. Termination. The Service (and relevant Agreement) will automatically terminate:

(a) in relation to a Switching Request, when Customer notifies Unit4 in writing confirming the successful export of Customer Data in accordance with **(1)(a)** in this Policy (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 (if applicable) the Alternative Period); and

(b) in relation to a Deletion Request, 2 months after Unit4 has received the Deletion Request, (in each case, the “**Termination Date**”).

For avoidance of doubt, such termination will not relieve Customer of its obligation to pay any Charges due to Unit4 for the period prior to the Termination Date of the relevant Service. Customer must pay to Unit4: (i) the difference between the actual Charges paid and Unit4’s Prevailing Rates (i.e. any discount received) for any Services already consumed; and (ii) any outstanding subscription Charges covering the remainder of the Minimum Term of the terminated Services under the relevant Agreement (having removed any discount), as an early termination fee. Unit4 will not charge any other fees or penalties. Unit4 will continue to provide the Services in accordance with the Agreement until the earlier of the Termination Date or the end of the subscription period. Details of any discounts granted that will be recouped in the case of a Deletion Request or Switching Request can be made available to Customer following receipt of such request.

3. 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 could therefore be impacted by the Switching Request or Deletion Request (“**Impacted Parties**”). It is the Customer’s sole responsibility to ensure that Customer has all rights and permissions concerning the Switching Request or the Deletion Request and the Customer Data before exercising its rights under this Policy.

Customer will defend Unit4 and its Affiliates and hold it harmless against any claim, demand, suit or proceeding made or brought against Unit4 by Impacted Parties (a) alleging that the Switching Request or Deletion Request infringes such Impacted Party’s rights or licenses and will indemnify Unit4 from any damages, attorney fees and costs finally awarded against Unit4 as a result of, or for any amounts paid by Unit4 under a settlement (provided such settlement is approved by Customer in writing), such a claim against Unit4, provided Unit4 (A) promptly gives Customer written notice of such a claim against Unit4, (B) gives Customer sole control of the defense and settlement of such a claim against Unit4 (except that Customer may not settle any such claim against Unit4 unless it unconditionally releases Unit4 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 Unit4 arises from Unit4’s breach of the Agreement or the Documentation.

4. Liability. To the extent permitted by law Unit4 shall not be liable for any damages, losses, costs or expenses arising out of or in connection with a Switching Request or a 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 a Switching Request or a Deletion Request. The Customer assumes full responsibility for the successful export of Customer Data. Where exclusion of all liability in the preceding paragraph is not permitted by law, Unit4’s total aggregate liability shall not exceed €1,000.