

Murmurly EU Data Act Addendum

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1. Application and Switching Rights

1.1 This EU Data Act Addendum (“**Addendum**”) supplements and forms part of the Agreement between Murmurly and Customer and applies only to the extent that Chapter VI of Regulation (EU) 2023/2854 (the “**EU Data Act**”) applies to the Services provided by Murmurly to Customer.

1.2 Capitalised terms not defined in this Addendum have the meanings given to them in the Agreement. “**Exportable Data**”, “**Digital Assets**” and “**Switching Charges**” have the meanings given to them in the EU Data Act.

1.3 Subject to the EU Data Act and this Addendum, Customer may request to:

- a. switch from the affected Services to a data processing service offered by another provider;
- b. port its Exportable Data and Digital Assets to on-premises ICT infrastructure; or
- c. erase its Exportable Data and Digital Assets in connection with termination of the affected Services.

A request under this Article 1.3 is referred to as a “**Switching Request**”.

1.4 Customer shall submit a Switching Request in writing to legal@murmurly.io or through another switching mechanism made available by Murmurly from time to time. The Switching Request shall identify the affected Workspace or Services and the action Customer wishes to take under Article 1.3. Where Customer intends to switch to another provider, Customer shall provide the information concerning the destination provider reasonably necessary to facilitate the switching process.

1.5 Customer shall ensure that a Switching Request is submitted by a person authorised to act on Customer’s behalf.

1.6 This Addendum does not apply to Evaluation Use to the extent that the relevant Services qualify as a non-production version provided for testing and evaluation purposes for a limited period and are therefore excluded from Chapter VI under Article 31(2) of the EU Data Act.

2. Switching Process and Timing

2.1 The notice period for initiation of the switching process shall be two (2) months from Murmurly’s receipt of the Switching Request (the “**Notice Period**”), unless Murmurly and Customer agree to a shorter period. Where the affected subscription is already scheduled to

expire or terminate before the end of that two-month period, including as a result of a valid notice of non-renewal, the Notice Period shall end no later than the scheduled expiration or termination date.

2.2 During the Notice Period, Murmurly shall provide Customer with information reasonably necessary to support Customer's exit strategy in relation to the affected Services. Customer shall provide any information and cooperation reasonably necessary to facilitate the switching process.

Customer may confirm or change its chosen action under Article 1.3 at any time prior to or upon expiry of the Notice Period. Where Customer chooses to switch to another provider, Customer shall provide the necessary details of that provider.

2.3 Where Customer elects to switch to another provider or to on-premises ICT infrastructure, Murmurly shall, following expiry of the Notice Period, facilitate the switching process without undue delay and within a transitional period that ends upon successful completion of the switching process and in any event shall not exceed thirty (30) calendar days (the "**Transitional Period**"), unless an alternative or extended Transitional Period applies under Articles 2.5 or 2.6.

2.4 During the Transitional Period, Murmurly shall:

- a. provide reasonable assistance to Customer and third parties authorised by Customer in connection with the switching process;
- b. act with due care to maintain business continuity and continue providing the functions and Services applicable under the Agreement;
- c. provide clear information concerning known risks to continuity in the provision of the affected Services arising from the switching process; and
- d. maintain a high level of security throughout the switching process, including the security of Exportable Data and Digital Assets during transfer and during the applicable retrieval period under this Addendum.

2.5 If completion of the switching process within the Transitional Period specified in Article

2.3 is technically unfeasible, Murmurly shall notify Customer within fourteen (14) working days after receipt of the Switching Request, explain the technical reasons for such unfeasibility and specify an alternative Transitional Period that shall not exceed seven (7) months. Murmurly shall maintain service continuity throughout such alternative Transitional Period.

2.6 Customer may extend the Transitional Period once by notifying Murmurly prior to or during the applicable Transitional Period. Customer shall specify the duration of the extension, which may be for a period that Customer considers more appropriate for its own purposes.

2.7 The Agreement shall remain applicable during the Notice Period and the Transitional Period, including any alternative or extended Transitional Period, and Customer shall remain responsible for the fees and other payment obligations applicable under the Agreement during such period. Where the affected subscription would otherwise expire or terminate during the switching process, the Agreement and the affected Services shall continue until completion of the applicable Transitional Period to the extent required by the EU Data Act.

2.8 Murmurly may, after consultation with Customer and on reasonable prior notice, designate a cut-over date within the applicable Transitional Period for the purpose of completing the final extraction and transfer of Exportable Data and Digital Assets. Customer shall cooperate in good faith with the cut-over process and, after Murmurly has notified Customer that the final extraction or cut-over process has commenced, shall not make material changes to the affected Workspace that would prevent or materially delay successful completion of the switching process. Following successful completion of the switching process in accordance with Article 2.9, Murmurly may disable Customer's operational access to the affected Workspace.

2.9 For purposes of this Addendum, the switching process shall be considered successfully completed when Customer confirms completion in writing or, in the absence of such confirmation, upon expiry of the applicable Transitional Period, provided that Murmurly has completed the actions required of it under this Addendum and any remaining steps necessary to complete the switching process are within the control of Customer or the destination provider.

2.10 Where Customer switches to another provider or to on-premises ICT infrastructure, the affected Services shall be considered terminated upon successful completion of the switching process, and Murmurly shall notify Customer of such termination.

Where Customer elects to erase its Exportable Data and Digital Assets without switching to another provider or to on-premises ICT infrastructure, the affected Services shall be considered terminated at the end of the Notice Period. Murmurly may disable the operational access of Customer, its Members and External Users to the affected Workspace upon such termination. No Transitional Period applies to such deletion-only request.

3. Exportable Data and Digital Assets

3.1 The categories of data and Digital Assets that may be ported during the switching process are:

- a. Customer Data stored within the affected Workspace, including data and content provided, imported or generated by or on behalf of Customer, its Members or External Users;
- b. input and output data, including relevant metadata, directly or indirectly generated or co-generated through Customer's use of the affected Services;
- c. Workspace configurations, settings, access and control rights and other Digital Assets for which Customer has a right of use and which are portable under the EU Data Act; and

d. identifiers, relationships and metadata necessary to interpret, associate or reconstruct the data and Digital Assets referred to above.

3.2 The following categories are excluded from portability to the extent permitted by the EU Data Act:

a. Murmurly's or a third party's proprietary software, source or object code, algorithms, internal AI configurations, system prompts, AI model weights and other proprietary model components, embeddings, internal data structures and other information protected by intellectual property rights or constituting trade secrets;

b. internal operational, diagnostic, monitoring, telemetry, analytics and performance data specific to the internal functioning of the Services;

c. internal security, fraud-prevention, abuse-detection and other information where disclosure could compromise the confidentiality, integrity or security of Murmurly, the Services or another customer; and

d. third-party data or Digital Assets that Murmurly is not required or permitted to make portable under the EU Data Act or other applicable law.

3.3 Murmurly shall not apply an exclusion under Article 3.2 in a manner that impedes or delays the switching process or prevents Customer from porting Exportable Data or Digital Assets that Murmurly is required to make available under the EU Data Act.

4. Export Formats, Interfaces and Technical Information

4.1 Murmurly shall make all Exportable Data available in a structured, commonly used and machine-readable format as required by the EU Data Act. Exportable Data shall generally be made available in JSON format and, where appropriate for tabular data, CSV format. Files and other digital content may be provided in their original file format where appropriate.

4.2 Murmurly shall maintain an up-to-date online register at <https://murmurly.io/legal/data-act> containing information on:

a. available switching and porting procedures, methods and formats;

b. the data structures and data formats in which Exportable Data is available;

c. known restrictions and technical limitations relevant to switching or portability; and

d. relevant standards and open interoperability specifications, where applicable.

4.3 Murmurly shall make open interfaces available, to an equal extent and free of charge, to Customer and any concerned destination provider authorised by Customer to facilitate the switching process. Such interfaces shall include sufficient information to enable the development of software to communicate with the Services for purposes of data portability

and interoperability. Murmurly may apply reasonable authentication, authorisation, security, access-control and rate-limiting measures, provided that such measures do not improperly impede switching, portability or interoperability.

4.4 Consistent with Article 30(6) of the EU Data Act, Murmurly shall not be required to develop new technologies or services, disclose or transfer Digital Assets protected by intellectual property rights or constituting trade secrets, or take measures that would compromise the security or integrity of Customer, Murmurly or the Services.

5. Data Retrieval and Erasure

5.1 Where Customer switches to another provider or to on-premises ICT infrastructure, Customer shall have a period of thirty (30) calendar days following the end of the applicable Transitional Period to retrieve the Exportable Data and Digital Assets made available by Murmurly (the “Retrieval Period”). Murmurly and Customer may agree to a longer Retrieval Period.

5.2 During the Retrieval Period, Murmurly shall keep the applicable Exportable Data and Digital Assets available for retrieval in accordance with this Addendum. The Retrieval Period does not require Murmurly to continue providing operational access to the affected Workspace or the other functionality of the Services after successful completion of the switching process.

5.3 Following expiry of the Retrieval Period, or any longer retrieval period agreed between Murmurly and Customer, Murmurly shall erase the Exportable Data and Digital Assets generated directly by or relating directly to Customer, provided that the switching process has been successfully completed, except to the extent retention is required by applicable law.

5.4 Where Customer elects under Article 1.3 to erase its Exportable Data and Digital Assets without switching to another provider or to on-premises ICT infrastructure, no Retrieval Period applies unless otherwise agreed. Murmurly shall erase the applicable Exportable Data and Digital Assets following termination of the affected Services, subject to applicable law.

6. Fees and Customer Responsibilities

6.1 Customer shall remain responsible for all standard subscription fees and other payment obligations applicable under the Agreement during the Notice Period and the Transitional Period, including any alternative or Customer-extended Transitional Period.

6.2 Where the affected subscription would otherwise expire or terminate before completion of the Transitional Period, the continued provision of the affected Services for purposes of completing the switching process shall not constitute a renewal of the subscription. Customer shall pay a service fee calculated on a daily pro rata basis for the period from the

scheduled expiration or termination date until completion of the Transitional Period, to the extent that such period is not already covered by subscription fees paid or payable under the Agreement.

The pro rata service fee shall be calculated on the basis of the subscription fees applicable immediately before the scheduled expiration or termination and may be invoiced in advance based on the expected duration of the continued service. Any difference resulting from the actual duration shall be reconciled following completion of the Transitional Period.

6.3 Where a Switching Request results in termination of the affected Services before the end of an agreed fixed subscription term, Customer shall not be entitled to a refund or credit of subscription fees already paid for that term. To the extent any subscription fees for the remainder of that fixed term have not yet been paid, Customer shall pay an early termination fee equal to the subscription fees that would otherwise have become payable for the remainder of that term. The parties acknowledge that this reflects the commercial value of, and Murmurly's reliance on, Customer's fixed-term subscription commitment and is intended as a proportionate consequence of early termination. This Article does not limit any refund or credit expressly due to Customer under the Agreement for reasons independent of the Switching Request and applies only to the extent permitted by the EU Data Act and other applicable law. Any such early termination fee is separate from Switching Charges.

6.4 Murmurly shall not impose Switching Charges for the switching process. For clarity, this does not affect standard subscription or service fees, amounts payable as a consequence of early termination under Article 6.3, or fees for additional services under Article 6.5, to the extent such amounts do not constitute Switching Charges under the EU Data Act.

6.5 Customer may request assistance or services that go beyond Murmurly's switching obligations under the EU Data Act. Murmurly may charge separately for such additional services where the scope and applicable fees have been agreed with Customer in advance.

6.6 The payment terms and remedies for non-payment under the Agreement, including applicable interest and reasonable collection costs, shall apply to amounts payable under this Article. Murmurly may exercise any suspension or other remedy available under the Agreement to the extent permitted by the EU Data Act and other applicable law, provided that this shall not relieve Murmurly of any switching or service-continuity obligation that cannot lawfully be suspended.

6.7 Customer shall cooperate in good faith with Murmurly and, where applicable, the destination provider to enable timely and secure completion of the switching process. Customer is responsible for:

- a. providing accurate and timely information, instructions and authorisations reasonably required for the switching process;
- b. selecting and arranging any destination provider or on-premises ICT infrastructure;
- c. ensuring that the destination provider is authorised to receive the relevant Exportable Data and Digital Assets;

- d. cooperating with any cut-over process under Article 2.8;
- e. retrieving and securely storing Exportable Data and Digital Assets during the applicable Retrieval Period;
- f. importing, configuring and using the exported data and Digital Assets in the destination environment, except to the extent Murmurly has expressly agreed to provide additional migration services; and g. ensuring that Customer has all rights, permissions and authority necessary to instruct Murmurly to transfer or erase the relevant Exportable Data and Digital Assets.

6.8 A failure or delay by Customer or its destination provider to provide reasonably required cooperation shall not by itself extend the Transitional Period or Murmurly's service-continuity obligations beyond what is required by the EU Data Act. To the extent Murmurly is nevertheless required by applicable law or agrees to continue providing the affected Services as a result of such failure or delay, Customer shall remain responsible for the applicable fees and other payment obligations.

7. International Governmental Access

7.1 Murmurly shall maintain up-to-date information at <https://murmurly.io/legal/data-act> concerning:

- a. the jurisdiction to which the ICT infrastructure deployed for the relevant Services is subject; and
- b. a general description of the technical, organizational and contractual measures adopted by Murmurly to prevent international governmental access to or transfer of non-personal data held in the European Union where such access or transfer would conflict with European Union law or the national law of a Member State.

8. Liability and Relationship with the Agreement

8.1 The exclusions and limitations of liability set out in the Agreement apply to this Addendum and to any Switching Request, subject to mandatory applicable law.

8.2 To the maximum extent permitted by applicable law, Murmurly shall not be responsible for:

- a. acts or omissions of a destination provider or other third party not acting on Murmurly's behalf;
- b. the security, availability, operation or suitability of a destination provider or Customer's on-premises ICT infrastructure;
- c. incompatibility between the Services and a destination service or infrastructure;

d. Customer's failure to retrieve Exportable Data or Digital Assets during the applicable Retrieval Period; or

e. loss, alteration or corruption of Exportable Data or Digital Assets after they have been securely made available or transferred by Murmurly in accordance with Customer's instructions,

except to the extent resulting from Murmurly's failure to comply with its obligations under this Addendum or to the extent liability cannot lawfully be excluded or limited.

8.3 This Addendum supplements the Agreement. In the event of a conflict between this Addendum and another document forming part of the Agreement with respect to a matter expressly addressed in this Addendum, this Addendum shall prevail to the extent of that conflict while this Addendum applies.

8.4 Where Exportable Data includes Customer Personal Data, the DPA and Applicable Data Protection Law shall continue to govern the Processing of such Customer Personal Data. Nothing in this Addendum limits either party's obligations under Applicable Data Protection Law.

8.5 Except as expressly provided in this Addendum, the Agreement remains unchanged and in full force and effect. The governing law, jurisdiction and other general provisions of the Agreement apply to this Addendum.