

EU Data Act Addendum

This EU Data Act Addendum (the "**Addendum**") is incorporated into the Agreement between Qargo and Customer. It sets out the Customer's rights to switch away from Qargo, to receive an export of its data, and to have its data erased. Capitalised terms not defined here have the meaning given in the MSA.

1. Application

- 1.1. This Addendum applies to a Customer established or located in the European Union, if and to the extent Regulation (EU) 2023/2854 (the "**Data Act**") applies to the Services. Where it does not apply, the Agreement applies unmodified, and nothing here is an acknowledgement that Qargo provides a data processing service.
- 1.2. Where it applies, this Addendum prevails over any conflicting term of the Agreement to the extent of the conflict, and only in respect of Chapter VI of the Data Act.

2. Switching rights and timeline

- 2.1. The Customer may at any time give Qargo written notice (a "**Switching Request**", under clause 11 of the MSA) that it wishes to either (i) switch to another provider or bring the activity in-house and port its Exportable Data, or (ii) have its Exportable Data erased and the Agreement terminated. This is a switching right, not termination for convenience; the Customer's non-renewal right under clause 2.4 of the MSA is unaffected.
- 2.2. Three consecutive periods then run:

Period	Duration
Notice Period	Two (2) months from the Switching Request, or any shorter period the Customer specifies
Transitional Period	Thirty (30) days from the end of the Notice Period, during which Qargo completes the switching process
Retrieval Period	Thirty (30) days from the end of the Transitional Period, during which the Customer may retrieve the Data Export

- 2.3. The Customer may extend the Transitional Period once, by written notice before it ends. Separately, if completion within thirty (30) days is technically unfeasible, Qargo will notify the Customer within fourteen (14) working days of the Switching Request, explaining why and proposing an alternative Transitional Period ending no later than seven (7) months after the Notice Period.
- 2.4. The Customer retains access to the Services throughout the Notice Period and Transitional Period unless it asks Qargo in writing to withdraw access earlier.
- 2.5. If the Customer wishes to complete a Switch to a different provider of data processing services, the Customer must provide Qargo at the same time as its notice under paragraph 2.1 with the necessary details of that provider.

3. What Qargo will do

- 3.1. During the Transitional Period, Qargo will: (a) give the Customer, and any new provider it authorises in writing, reasonable assistance to complete the switching process; (b) act



with due care to maintain business continuity and continue to provide the Services; (c) maintain a high level of security throughout, including during transfer and while any Data Export awaits retrieval; and (d) give clear information about any known risk to continuity in the provision of the Services.

- 3.2. Qargo is not required to develop new technology, disclose anything listed in Part 2 of the Schedule to the EU Data Act Addendum, available at trust.qargo.com, or compromise the security of the Services or of any other customer's data.

4. Data export and erasure

- 4.1. Qargo will make available a copy of the Customer's Exportable Data (the "**Data Export**") for retrieval during the Retrieval Period. "**Exportable Data**" means the data and the format specified in Part 1 of the Schedule to the EU Data Act Addendum, available at trust.qargo.com.
- 4.2. Qargo will erase all Exportable Data at the end of the Retrieval Period, unless required to retain a copy to meet a legal or regulatory obligation. Clause 10.1 of the DPA applies only after the Customer's rights under this Addendum are exhausted.

5. Effect on the Agreement

- 5.1. The Agreement terminates at the end of the Transitional Period, or at the end of the Retrieval Period if the Customer asks Qargo in writing to retain the Data Export until then. Clause 2.7(a) of the MSA (immediate revocation of access) does not apply to a termination under this Addendum.
- 5.2. Where any period under clause 2 would extend beyond the Initial Term or then-current Renewal Term, the Agreement is extended to expire at the end of that period, and clause 6.1 of this Addendum applies to that extension.

6. Charges

- 6.1. The Customer remains liable for the Subscription Charges throughout the Notice Period and Transitional Period (including any extension) at the rates in the Order Form. Charges properly due and unpaid at termination remain payable.
- 6.2. Qargo does not charge for the Data Export or the standard switching process. Until 12 January 2027, Qargo may charge reduced switching charges not exceeding the costs it directly incurs, notified before they are incurred; from 12 January 2027, no switching charges apply. Migration support beyond the standard switching process (for example dedicated project management, bespoke data transformation, extended parallel running, or assigned personnel) may be provided as Professional Services, scoped and priced in writing before work begins; the Customer is under no obligation to purchase it.
- 6.3. Where a switch or erasure takes effect before the end of the Initial Term or then-current Renewal Term, Qargo may charge, and the Customer must pay before the end of the Transitional Period, an early termination charge equal to: (a) during the Initial Term, 100% of the Subscription Charges that would have fallen due from the termination date to the end of the Initial Term; or (b) during a Renewal Term, 50% of the Subscription Charges that would have fallen due from the termination date to the end of the then-current Renewal Term. This is without prejudice to Charges properly due and unpaid up to the termination date.
- 6.4. The Customer acknowledges that Qargo has relied on the Customer's fixed-term commitment to provide the Services at the agreed Charges and to invest in onboarding and development of the Qargo TMS, and agrees that the early termination charge is a proportionate charge for early termination of a fixed-term contract that fairly balances that reliance against the Customer's freedom to switch without commercial or contractual



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obstacles. It is not a switching charge and is not intended to inhibit switching.

7. Liability

- 7.1. Clause 10 of the MSA applies to this Addendum, save that nothing in the Agreement excludes or limits either party's liability to the other for wilful misconduct or gross negligence that breaches a data-related obligation under the Agreement.