

## EU DATA ACT ADDENDUM

This EU Data Act Addendum (“**Addendum**”) supplements and forms part of the Master Cloud Services Agreement or other written agreement between Databricks, Inc. (“**Databricks**”) and EU Customer (defined below) that governs EU Customer’s use of the Platform Services (the “**Agreement**”). All capitalized terms not defined herein shall have the meaning set forth in the Agreement. To the extent of any conflict between this Addendum and the rest of the Agreement, the terms of this Addendum shall take precedence.

This Addendum has been pre-signed by Databricks and shall become legally binding on Databricks’ receipt of a validly completed Addendum, provided that the Addendum shall be null and void if any changes are made to it beyond EU Customer completing the signature box (“**Effective Date**”).

### 1. DEFINITIONS

- 1.1 “**Data Act**” means Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data;
- 1.2 “**Destination Provider**” means a third-party provider offering a Data Processing Service of the same service type as the Platform Services;
- 1.3 “**EU Customer**” means a Customer of Databricks registered within a member state of the European Union or Europe Economic Area (EU/EEA) and is specifically identified as “EU Customer” in the signature block of this Addendum.
- 1.4 “**Notice Period**” means a period of two (2) months commencing on the date Databrick receives the EU Customer’s Switching Notice in accordance with Section 2.1;
- 1.5 “**Transition and Retrieval Period**” means the period starting on the expiry of the Notice Period and ending sixty (60) days after expiry of the Notice Period, or such longer period as may be notified by EU Customer or Databricks in accordance with Section 3.3;
- 1.6 “**Data Processing Service**”, “**Digital Assets**”, “**Exportable Data**”, and “**Switching**” shall have the meanings given to them under the Data Act, and the term “**Switch**” shall be construed accordingly.

### 2. INITIATION OF SWITCHING

- 2.1 **Switching Notice.** EU Customer may exercise its right to Switch under the Data Act by providing written notice to Databricks at least two (2) months prior to the intended initiation date (“**Switching Notice**”) by sending an email to [dataexport@databricks.com](mailto:dataexport@databricks.com), specifying EU Customer’s intention to: (i) Switch to another Data Processing Service offered by a Destination Provider, including all necessary details regarding such Destination Provider; (ii) Switch to the EU Customer’s on-premises ICT infrastructure; or (iii) erase its Portable Data at the end of the Notice Period.
- 2.2 **Portable Data.** The categories of Exportable Data and Digital Assets that EU Customer may port during the Transition Period include Customer Content (as defined in the Agreement) that may be stored within EU Customer Workspace(s) (“**Portable Data**”). The following categories of data are excluded: (a) data or assets protected by the Intellectual Property Rights, or constituting trade secrets, of Databricks or any third party; (b) data related to the

integrity and/or security of the Databricks Services that would, if ported, expose Databricks to cybersecurity vulnerabilities; and (c) Usage Data (as defined in the Agreement).

### 3. OBLIGATIONS DURING SWITCHING

3.1 **Databricks Obligations.** Subject to EU Customer's compliance with the Agreement and this Addendum, Databricks shall: (a) provide reasonable assistance to EU Customer and its authorized third parties to enable Switching; (b) exercise due care to maintain business continuity during the Transition and Retrieval Period; and (c) maintain the level of security for Portable Data as described in the Agreement. Both parties agree to act in good faith to ensure successful Switching.

3.2 **EU Customer Obligations.** EU Customer shall complete Switching within the Transition and Retrieval Period and shall be responsible for importing and implementing Portable Data into its own systems or those of the Destination Provider. EU Customer shall perform such porting using the tools and functionalities made available to EU Customer. EU Customer shall promptly notify Databricks in writing upon successful completion of the Switching at [dataexport@databricks.com](mailto:dataexport@databricks.com). If EU Customer does not initiate Switching or notify Databricks of successful Switching before the end of the Transition and Retrieval Period, EU Customer shall be deemed to have withdrawn its Switching Notice. In such cases, the Agreement shall remain in full force and effect and the termination provisions set out in Section 4.1 shall not apply. Where permitted by applicable law, EU Customer acknowledges and agrees that Databricks may charge switching fees representing the costs it incurs to enable Switching, including applicable data egress fees.

3.3 **Extension of Transition and Retrieval Period.** At any time before or during the Transition and Retrieval Period, EU Customer may request a one-time extension not to exceed thirty (30) days by providing Databricks with written notice. If the original Transition and Retrieval Period is technically unfeasible, Databricks may notify EU Customer within fourteen (14) business days of receiving the Switching Notice confirming an alternative Transition and Retrieval Period, which shall not exceed seven (7) additional months. Additionally, the parties may mutually agree in writing to any further extensions deemed necessary.

### 4. TERMINATION & ERASURE

4.1 **Termination.** Without prejudice to any other rights or remedies under the Agreement, the Agreement shall terminate upon (a) successful completion of Switching, as confirmed by EU Customer in accordance with Section 3.2; or (b) expiry of the Notice Period, where EU Customer has requested erasure of its Portable Data instead of Switching. Upon termination, Databricks may cancel EU Customer's access to the Platform Service including all related EU Customer Workspace(s). If, on the effective date of termination, EU Customer continues to use or order any other Databricks Services under the Agreement, the Agreement shall remain in effect solely with respect to those services.

4.2 **Fees.** EU Customer remains responsible for all Fees associated with the Platform Service until the effective date of termination. EU Customer acknowledges and agrees that all payment obligations under the Agreement are non-cancelable. If EU Customer terminates the Agreement before the end of the agreed Term, no refunds or discounts will apply to any pre-paid or pre-committed Fees and EU Customer shall pay an early termination fee equal to the remaining Fees due for the rest of the Term. Upon termination, all outstanding

amounts, including those under any applicable Order Form, shall become immediately due and payable.

4.3 **Data Erasure.** Following termination in accordance with Section 4.1, Databricks will automatically delete all Customer Content contained within a Workspace within thirty (30) days of such termination. Nothing in this Addendum shall require Databricks to erase any data it has generated or derived as permitted under the Agreement, including Usage Data.

## 5. GENERAL

5.1 This Addendum will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement.

5.2 Any required notices under this Addendum must be delivered by email to [dataexport@databricks.com](mailto:dataexport@databricks.com) and in accordance with the notice provisions set forth in the Agreement.

5.3 The parties' liability under this Addendum shall be subject to the exclusions and limitations of liability set forth in the Agreement. EU Customer acknowledges and agrees that Databricks shall have no liability as a result of: (a) EU Customer's use of the tools described in Section 3.2 above, outside the instructions provided by Databricks; (b) any acts or omissions of any party (other than Databricks) involved in Switching; or (c) the performance, availability, or functionality of any third-party systems used in relation to Switching, including those operated by the Destination Provider.

5.4 If any part of this Addendum is held unenforceable, the validity of all remaining parts will not be affected.

By signing below, each party acknowledges that it has read and understood the terms of this Addendum and agrees to be bound by them.

**Signature pages provided in Databricks' automated signature workflow**