

Data Act Addendum  
Flower Labs GmbH

### **Annex 3**

#### **Data Act Addendum**

#### **("Addendum")**

The European Union has enacted Regulation (EU) 2023/2854 ("**Data Act**") which will apply from 12 September 2025. The purpose of this Addendum is to implement certain mandatory provisions of the Data Act once applicable. Upon the entry into force of the Data Act on 12 September 2025, the terms and conditions of this Addendum shall apply and take precedence over any conflicting provisions in the body of the MSA.

#### **1. Definitions**

- 1.1 For purposes of this Addendum, capitalized terms have the meaning assigned to them below or, if not defined below, the meaning assigned to them in the MSA.
  - 1.1.1 "**ICT**" means information and communication technology.
  - 1.1.2 "**Same Service Type**" means services that share the same primary objective and main functionalities as well as the same type of data processing models, that are not related to the service's operational characteristics.
  - 1.1.3 "**Switching**" or "**Switch**" means the process whereby Customer changes from using a Data Processing Service of Flower Labs, if any, (i) to using another Data Processing Service of the Same Service Type offered by a different provider of Data Processing Services, or (ii) to an on-premises ICT infrastructure, including through extracting, transforming and uploading the data.

#### **2. Switching Request, Procedure**

- 2.1 Customer may notify Flower Labs of its intention to perform one or more of the following actions in respect of any Data Processing Services provided by Flower Labs ("**Request**") upon expiry of a two (2) months' period from Flower Labs's receipt of the Request ("**Notice Period**"):
  - 2.1.1 Switch to a different provider of Data Processing Services;
  - 2.1.2 Switch to an on-premises ICT infrastructure;
  - 2.1.3 erase its exportable data and digital assets.
- 2.2 A Request for Switching may also be submitted by a third party authorized by Customer, in which case the Request must include proof of the Customer authorization.
- 2.3 Flower Labs and Customer shall, and Customer shall ensure that any destination service provider involved in the Switching will, cooperate in good faith to make the Switching process effective, enable the timely transfer of data and maintain the continuity of the Data Processing Services concerned.
- 2.4 Any Request must include the following to be valid:
  - 2.4.1 an explicit request for Switching or erasing of exportable data and digital assets (as applicable), specifying the relevant Data Processing Service; and

2.4.2 all other details necessary for Flower Labs to enable the Switching or the erasing of exportable data and digital assets, including, as applicable, details about the destination provider, the destination ICT infrastructure, the envisaged timing and the Customer representative(s) responsible for the process.

A Request satisfying the above requirements is hereinafter referred to as a **"Valid Request"**.

2.5 Upon receipt of a Valid Request, Flower Labs shall enable the requested Switching without undue delay during a transitional period of thirty (30) days from expiry of the Notice Period (**"Transitional Period"**) and:

2.5.1 provide reasonable assistance to the Customer and third parties authorized by the Customer in the Switching process;

2.5.2 act with due care to maintain business continuity and continue the provision of the relevant Data Processing Services until completion of the Switching;

2.5.3 provide clear information concerning known risks to service continuity with respect to the relevant Data Processing Services on the part of Flower Labs; and

2.5.4 ensure that a high level of security is maintained throughout the Switching process, in particular the security of the data during their transfer and the continued security of the data during the Retrieval Period (as defined below), in accordance with applicable EU or national law.

2.6 Flower Labs shall notify Customer within fourteen (14) business days from receipt of a Valid Request if completing the requested Switching within the Transitional Period is not technically feasible. The notice shall duly justify the technical unfeasibility and indicate an alternative extended transitional period of not more than seven (7) months. Customer may extend the Transitional Period (or the alternative transitional period as extended by Flower Labs) once for a period that Customer considers more appropriate for its own purposes by notice to Flower Labs.

2.7 Flower Labs shall ensure continuity of the Data Processing Services concerned during the Transitional Period or alternative transitional period pursuant to Section 2.6, as applicable, until completion of the Switching.

2.8 The Agreement shall automatically terminate, and Flower Labs shall notify Customer of its termination, upon occurrence of any of the following events (as applicable)

2.8.1 in the case of a Request for Switching, upon completion of the Switching; or

2.8.2 at the end of the applicable Notice Period, where Customer does not wish to Switch but to erase its exportable data and digital assets upon service termination.

2.9 Customer may retrieve data for a period of thirty (30) days from expiry of the Transitional Period or alternative transitional period pursuant to Section 2.6, as applicable (**"Retrieval Period"**). Flower Labs shall ensure full erasure of all exportable data and digital assets generated directly

by Customer or directly relating to Customer after expiry of the Retrieval Period, provided that the Switching has been completed successfully.

### **3. Information and Support Services**

3.1 Flower Labs may provide Customer with one or more updated version(s) of **Appendix 3.1** from time to time that shall include the following information or updates thereof:

3.1.1 All categories of data and digital assets that can be exported or ported during the Switching process, including all exportable data; and

3.1.2 A description of all categories of data specific to the internal functioning of the Flower Labs Services that are to be exempted from the exportable data due to a risk of breach of trade secrets of Flower Labs, provided that such exemptions do not impede or delay the Switching process.

Each updated version (whether provided upon request or proactively) shall be deemed to be agreed and form an integral part of this Addendum upon receipt by Customer.

3.2 Upon Customer's request and subject to additional service fees to be agreed between Customer and Flower Labs, Flower Labs shall support the Customer's exit strategy relevant to Data Processing Services provided by Flower Labs.

### **4. Charges**

4.1 For each Request for Switching made before 12 January 2027, Flower Labs may charge Customer for its Switching services based on the hourly rate of net EUR 70 (excl. VAT) and the time directly spent on the Switching process concerned (rounded up or down to the next full hour, as applicable).

4.2 If a Request results in the termination of the Agreement pursuant to Section 2.8 prior to the agreed fixed term of such Agreement, Flower Labs may invoice Customer for an amount equal to the Fees that would have accrued until the end of the agreed term minus any costs directly attributable to the performance of the Agreement that Flower Labs would have incurred by the end of that term but will not incur due to the early termination ("**Early Termination Charges**"). The Early Termination Charges shall become due and payable upon thirty (30) days from Customer's receipt of the invoice.

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### **Appendix 3.1 – Description of Data Categories**

*[To be updated by Flower Labs in accordance with to Section 3.1]*