

EU DATA ACT ADDENDUM

This EU Data Act Addendum ("**Addendum**") forms part of the Main Software Subscription, Professional Services and Hardware Purchase Agreement between Geotab Ireland Limited and Customers in the European Union (the "**Agreement**").

WHEREAS:

- A. Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on the harmonized rules on fair access to and use of data ("**Data Act**") became applicable on 12 September 2025.
- B. The purpose of this Addendum is to incorporate the mandatory requirements of Chapter VI (regarding switching between data processing services) into the Agreement.
- C. This Addendum is incorporated by reference into the Agreement.

IT IS AGREED as follows:

1 Definitions and Interpretation

All capitalized terms not defined in this Addendum have the meanings set forth in the Agreement. For the purpose of this Addendum, the following additional definitions apply:

"**Alternative Transitional Period**" shall have the meaning given to it in Clause 2.4 of this Addendum;

"**Customer**" means a Customer (as defined in the MLSA) in the European Union;

"**Customer Data**" means Exportable Data and Digital Assets;

"**Data**" has the meaning given to it in the Data Act and means any digital representation of acts, facts or information and any compilation of such acts, facts or information, including in the form of sound, visual or audio-visual recording;

"**Data Processing Service**" has the meaning given to it in the Data Act and means a digital service that is provided to a customer and that enables ubiquitous and on-demand network access to a shared pool of configurable, scalable and elastic computing resources of a centralised, distributed or highly distributed nature that can be rapidly provisioned and released with minimal management effort or service provider interaction;

"**Digital Assets**" has the meaning given to it in the Data Act and means elements in digital form, including applications, for which the customer has the right of use, independently from the contractual relationship with the data processing service it intends to switch from;

"**Exportable Data**" has the meaning given to it in the Data Act and means means the input and output data, including metadata, directly or indirectly generated, or cogenerated, by the customer's use of the data processing service, excluding any assets or data protected by intellectual property rights, or constituting a trade secret, of providers of data processing services or third parties;

"**Geotab**" means Geotab Ireland Limited;

"**Notice Period**" shall have the meaning given to it in Clause 2.2 of this Addendum;

"**On-premises ICT Infrastructure**" has the meaning given to it in the Data Act and means ICT infrastructure and computing resources owned, rented or leased by the customer, located in the data centre of the customer itself and operated by the customer or by a third-party;

"**Retrieval Period**" shall have the meaning given to it in Clause 2.12 of this Addendum;

"**Services**" means the Subscription Services as defined in the Agreement;

“Switching” or **“Switch”** shall have the meaning given in the Data Act and means the process involving a source provider of data processing services, a customer of a data processing service and, where relevant, a destination provider of data processing services, whereby the customer of a data processing service changes from using one data processing service to using another data processing service of the same service type, or other service, offered by a different provider of data processing services, or to an on-premises ICT infrastructure, including through extracting, transforming and uploading the data;

“Switching Notice” shall have the meaning given to it in Clause 2.2 of this Addendum; and

“Transitional Period” shall have the meaning given to it in Clause 2.1 of this Addendum.

2 Switching Request and Process

- 2.1 The Customer may request to Switch from the Services to an alternative Data Processing Service offered by a different provider of Data Processing Services or to its own On-Premises ICT Infrastructure, within 30 calendar days (the **“Transitional Period”**) after the expiry of a maximum two-month notification period (the **“Notice Period”**).
- 2.2 The Notice Period will commence upon the Customer providing a switching notice (to initiate the Switch) to Geotab (the **“Switching Notice”**). The Switching Notice shall include the following information:
 - 2.2.1 the relevant Services and Customer Data that it wishes to Switch; and
 - 2.2.2 whether, upon expiration of the Notice Period, the Customer intends to:
 - (a) Switch to a different service provider and shall in this case provide the necessary details of the new service provider;
 - (b) Switch to an on-premises ICT infrastructure of the Customer; or
 - (c) only to erase its Customer Data.
- 2.3 Where the Transitional Period specified in Clause 2.1 is technically unfeasible, Geotab shall notify the Customer within 14 business days of receiving the Switching Notice, and shall justify the technical unfeasibility and indicate an alternative transitional period, which shall not exceed seven months (the **“Alternative Transitional Period”**).
- 2.4 The Customer may extend the Transitional Period or the Alternative Transitional Period once for a period that the Customer considers more appropriate for its own purposes.
- 2.5 The Agreement shall remain in force during the Notice Period. During such Notice Period, Geotab shall:
 - 2.5.1 provide reasonable assistance to the Customer and third parties authorised by the Customer in the Switching process;
 - 2.5.2 act with due care to maintain business continuity, and continue the provision of the Services;
 - 2.5.3 provide clear information concerning known risks to continuity in the provision of the Services; and
 - 2.5.4 ensure that a high level of security is maintained throughout the Switching, in particular the security of the Customer Data during the data during their transfer and the continued security of the data during the retrieval period specified in Clause 2.8, in accordance with applicable Union or national law.
- 2.6 Geotab shall support the Customer’s exit strategy relevant to the Services, including by providing all relevant information.

- 2.7 The following information related to Switching is accessible on the Data Information Page:
- 2.7.1 an exhaustive specification of categories of Data and Customer Data that can be transferred during the Switch; and
 - 2.7.2 an exhaustive specification of categories of Data specific to the internal functioning of the Services that will be exempted from the obligation to export data where there is a risk of breach of Geotab's trade secrets (provided such exemptions do not delay or impede the Switching).
- 2.8 The Parties shall agree a period of time during which the Customer may retrieve the Customer Data following the expiry of the Transitional Period or the Alternative Transitional Period (the "**Retrieval Period**"), provided that such period shall not be less than 30 calendar days. At the end of the Retrieval Period, Geotab undertakes to fully erase all Customer Data generated directly by the Customer, or relating to the Customer directly, provided that the Switching has been successfully completed.
- 3 Customer's Obligations**
- 3.1 The Customer undertakes to take all reasonable measures to achieve effective Switching. The Customer undertakes to be responsible for the import and implementation of Customer Data in their own systems or in the systems of the new service provider.
- 3.2 The Customer shall ensure that it has all necessary rights and permissions from any affiliated companies or third parties, where relevant, concerning the Switching and the erasure of Customer Data before exercising its rights under this Addendum.
- 4 Termination**
- 4.1 The Agreement, including this Addendum, shall be considered terminated, and the Customer shall be notified of the termination, in either of the following cases:
- 4.1.1 where applicable, upon the successful completion of the Switching; or
 - 4.1.2 at the end of the Notice Period where the customer does not wish to Switch but to erase its Customer Data upon termination of the Services.
- 4.2 For the avoidance of doubt, the exercise by the Customer of its right herein to terminate the Services (and the Agreement) prior to the expiration of the Subscription Term shall not relieve the Customer of its obligation to pay the Early Termination Fee where under clause 14.4 of the Agreement.
- 5 Liability**
- 5.1 Geotab shall not be liable for any damages, losses, costs, or expenses arising out of or in connection with the Switching. 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 the Switching.
- 6 Miscellaneous**
- 6.1 Conflict**
- In the event of an inconsistency or conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall prevail.
- 6.2 Governing Law**
- The governing law of the Agreement will govern this Addendum and any disputes or differences arising in connection with this Addendum.

6.3 **Further Information**

For further information on a Customer's rights under the Data Act in respect of the Agreement, please refer to Geotab's Data Information Page.