

## Commvault EU Data Act Addendum

This EU Data Act Addendum (“**Addendum**”) supplements and forms part of the Commvault Master Terms and Conditions between Commvault and Customer (the “**Terms**”). The purpose of this Addendum is to implement mandatory provisions of *Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 concerning harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828* (the “**EU Data Act**”). Where this Addendum conflicts with the Terms, this Addendum prevails only to the extent required by the EU Data Act; otherwise, the Terms control. All capitalized terms not defined in this Addendum shall have the meanings ascribed to them in the Terms. This Addendum applies solely to Customers purchasing our SaaS Solutions located in the European Union or to whom the EU Data Act is otherwise applicable.

### 1. **Transition.**

At any time during the SaaS Solution Term, and for so long as legally required, Customer may notify Commvault, with two (2) months’ notice, (a “**Notice Period**”) of its intent to: (a) switch to another service provider or to an on-premise infrastructure and export its Customer Data in accordance with the Documentation (a “**Transition Request**”), and/or (b) delete its Customer Data from the SaaS Solution in accordance with the Terms. The Documentation describes the categories of data and capabilities available for transition.

### 2. **Commvault obligations.**

2.1. During a transition, pursuant to the EU Data Act and in accordance with the Documentation, Commvault shall:

2.1.1. upon expiration of a Notice Period, enable export of Customer Data within thirty (30) days; provided that if technically unfeasible, Commvault shall notify Customer within fourteen (14) business days and designate an alternative period not exceeding seven (7) months;

2.1.2. act with due care in continuing to provision the SaaS Solution in accordance with the Terms, including without limitation, maintaining data security capabilities;

2.1.3. inform Customer of any known risks to the SaaS Solution’s continuity; and

2.1.4. make available export capabilities for Customer Data in a commonly used, machine-readable format.

### 3. **Customer’s acknowledgements and obligations.**

3.1. Customer remains responsible for any exported Customer Data and shall promptly notify Commvault of completion of a transition by submitting a support ticket. If Customer fails to provide such notice, the transition shall be deemed completed upon expiration of such transition period.

3.2. Customer acknowledges that: (a) Commvault has relied on Customer’s fixed-term commitments in setting fees and investing in the SaaS Solutions, (b) the early termination fee under Section 4.2 is a reasonable remedy reflecting such reliance, and (c) a transition involving Customer’s full dataset may be complex, costly, and resource-intensive given volume.

3.3. Customer may purchase additional Professional Services to facilitate a transition.

### 4. **Termination.**

4.1. If Customer elects to terminate the SaaS Solution, the Terms shall terminate upon the end of such transition and Commvault shall delete Customer Data in accordance with the Terms.

4.2. Termination will not relieve Customer of its obligation to pay any fees due to Commvault for the SaaS Solution, nor will Customer be entitled to any refund of any prepaid unused fees. Customer shall pay any outstanding fees for the remainder of the SaaS Solution Term as an early termination fee.

### 5. **Access Requests.**

Information required under Article 28 of the EU Data Act is available at <https://trust.commvault.com>