

AWS EU DATA ACT ADDENDUM

This EU Data Act Addendum (the "**EU Data Act Addendum**") supplements the AWS Customer Agreement available at <http://aws.amazon.com/agreement>, as updated from time to time between Customer and AWS, or other agreement governing Customer's use of the Services (the "**Agreement**"). Unless otherwise defined in this EU Data Act Addendum or in the Agreement, all capitalized terms used in this EU Data Act Addendum will have the meanings given to them in Section 5 of this EU Data Act Addendum.

1. Scope.

This EU Data Act Addendum sets out the terms and conditions under which Customers with an Eligible Account can exercise their Switching rights for Eligible Service(s) under the EU Data Act.

2. Switching Process.

- 2.1. Eligible Service(s).** You can exercise your right to Switch under the EU Data Act for all Eligible Service(s).
- 2.2. Switching Request.** To initiate a Switch, you must submit a request to [AWS Customer Support](#) at least two months prior to your planned Switch initiation date ("**Switching Request**"). Your Switching Request will be deemed received by AWS on the date you have provided all information that may be requested to determine whether your request qualifies as a Switch under the EU Data Act.
- 2.3. Transitional Period.** AWS Customer Support will notify you whether your request qualifies as a Switch under the EU Data Act. You must commence and complete your Switch within the Transitional Period. The Transitional Period will be 30 calendar days unless we determine it is technically unfeasible for AWS to enable you to perform your Switch within this period, in which case we will notify you within 14 business days of AWS's receipt of your completed Switching Request. Such notification will include an explanation of the reasons for the technical unfeasibility and specify a revised Transitional Period not exceeding seven months. You have the right, at any time before expiry of the then applicable Transitional Period, to request extension of your Transitional Period once by providing us a written notice via AWS Customer Support.
- 2.4. Switching Data.** As part of your Switch, you may port (a) Your Content on the Eligible Service(s) and (b) additional data related to your usage of the Eligible Service(s) necessary for the implementation of Your Content in an On-premises ICT Infrastructure or the Destination Provider's environment ((a) and (b) together, "**Switching Data**"). Additional information on Switching Data, as well as any Exempted Data that are excluded from Switching Data, is available at [AWS Artifact](#). Exclusion of any Exempted Data from the scope of Switching Data will not unduly impede or delay your Switching Process.
- 2.5. Obligations of AWS during the Switching Process.**
 - a) **Resources available during the Switching Process.** AWS will provide you, or any third party you may authorize to manage or perform all or any part of the Switch on your behalf in accordance with Section 2.6, reasonable assistance during the Switching Process to assist you to complete your Switch by providing access to capabilities and adequate information through AWS Customer Support and/or relevant documentation made available on the AWS website.
 - b) **Continuity of the Eligible Service(s) and Security:** Subject to the terms of the Agreement and performance of your obligations under Section 2.6 below, the Eligible Service(s) will remain available to you throughout the Switching Process to allow you to maintain business continuity during your Switch.
- 2.6. Your Obligations During the Switching Process.** In accordance with AWS's shared responsibility model described on the [AWS Site](#), you are responsible for deciding the means of, and performing the identification, extraction, export, import and implementation of the Switching Data to an On-premises ICT Infrastructure or the Destination Provider's environment, as applicable. If you authorise a third party to manage or perform all or any part of the Switch on your behalf, you must (a) grant such third party the necessary permissions and access rights on AWS Identity and Access Management through your AWS account, and (b) if requested by AWS, provide any information that AWS may reasonably request evidencing the appointment of such third party and their acceptance to be bound by your obligations in this EU Data Act Addendum (and, where relevant, the Agreement) to the same extent as if those obligations were their own. Notwithstanding the involvement of any third party in your Switch, you will remain liable for all obligations and responsibilities under this EU Data Act Addendum.

2.7. Completion of the Switch.

- a) You will promptly notify us via AWS Customer Support upon completion of your Switch (“**Switch Completion Notice**”) confirming that you have completed your Switch and ceased using the Eligible Account(s) and/or the Eligible Service(s) Switched, as applicable to your type of Switch. The Switching Process concludes on the earlier of (a) the date we receive your Switch Completion Notice, or (b) the end of the Transitional Period.
- b) If you performed a Complete Switch, by the conclusion of your Switching Process, you must either: (i) close the Eligible Account(s) by following AWS’s account closure process described [here](#), in which case your closure request will serve as your notice of termination for convenience of the Agreement, or (ii) delete all Switching Data from your Eligible Account(s), using controls provided by Eligible Service(s) as described in the technical documentation applicable to the Services posted on the AWS Site at <https://docs.aws.amazon.com/index.html> (“**Documentation**”). If you fail to close your Eligible Account(s) or delete your Switching Data after providing a Switch Completion Notice, you agree that AWS may close such account(s) on your behalf.
- c) If you performed a Service Switch, you must delete all Switching Data of the Eligible Service(s) Switched by the conclusion of your Switching Process using controls provided by Eligible Service(s) as described in their respective Documentation.
- d) After the conclusion of the Switching Process:
 - (i) If you performed a Complete Switch and have not closed your Eligible Account(s), you will not incur any fees or charges for such account(s) after deleting your Switching Data, provided that you do not use such Eligible Account(s) for any Services.
 - (ii) If you performed a Service Switch, you will not incur any fees or charges for the Switched Eligible Service(s) after deleting your Switching Data, provided that you do not use your Eligible Account(s) for such Eligible Services Switched.
 - (iii) If you fail to provide a Switch Completion Notice, close your Eligible Account(s) or delete your Switching Data as required by this Section 2.7, you will (i) continue to incur standard service fees for the Services you continue to use in accordance with the Agreement, and (ii) be required to reimburse AWS for any switching-related credits or fee waivers previously provided to you in connection with your Switch.

3. International Data Access and Transfer.

You may specify the AWS regions in which Your Content will be stored. The jurisdiction applicable to AWS infrastructure where Your Content will be stored depends on a number of factors including the AWS region(s) where they are located. More information on AWS regions is available on the AWS Site at <https://docs.aws.amazon.com/global-infrastructure/latest/regions/aws-regions.html>. AWS implements technical measures, contractual measures and operational controls to prevent unlawful access to or transfer of Your Content as provided under Section 1.4 of the Agreement. Additional information can be found at the respective [AWS Documentation](#) for the Services, on the AWS Site at [AWS Nitro System](#) and [Operator Access at AWS](#), Section 1 of the [Supplementary Addendum to AWS Data Processing Addendum](#), [Amazon Law Enforcement Guidelines](#) and [Amazon Information Requests Report](#).

4. Miscellaneous

- 4.1. In the event of any conflict or inconsistency between the Agreement and this EU Data Act Addendum, the terms of this EU Data Act Addendum will control over the Agreement.
 - 4.2. All references to websites in this EU Data Act Addendum refer to the specified websites and their respective successor or related locations designated by AWS, as may be updated from time to time.
5. **Definitions.** Unless otherwise defined in this EU Data Act Addendum, all capitalized terms used will have the meanings given to them in the Agreement.

“**Complete Switch**” means ceasing the use of all Services in all your Eligible Account(s) by moving your Switching Data in such Eligible Account(s) to either (i) another Data Processing Service offered by a Destination Provider, or (ii) an On-premises ICT Infrastructure.

“**Data Processing Services**” means Services that enable 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.

“Destination Provider” means the provider of Data Processing Services you have opted to Switch to.

“Eligible Account” means an AWS account that is in good standing, designated as the payer account responsible for paying all charges accrued by the use of the Eligible Service(s) and has an EU Member State as its Account Country, together with any linked account attached to and consolidated under such payer account.

“Eligible Service(s)” means Data Processing Services used by an Eligible Account.

“Eligible Service(s) Switched” means the specific Eligible Service(s) that you elect to switch from as part of a Service Switch.

“EU 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.

“Exempted Data” means AWS Content as well as any data excluded from Switching Data such as data specific to the internal functioning of the Services or that are protected by intellectual property rights under the Agreement or constitute a trade secret of AWS or any third party.

“On-premises ICT Infrastructure” means information and communications technology infrastructure and computing resources owned, rented or leased by you, and operated by you or by a third-party.

“Service Switch” means ceasing the use of one or more Eligible Service(s) by moving all Switching Data of those Eligible Service(s) from your Eligible Account(s) to either (i) another Data Processing Service offered by a Destination Provider, or (ii) an On-premises ICT Infrastructure, while continuing to use AWS for other Eligible Services.

“Switch” or **“Switching”** means either a Complete Switch or a Service Switch.

“Switching Data” has the meaning set out in Section 2.4.

“Switching Process” means the process commencing on AWS's receipt of a complete Switching Request pursuant to Section 2.2, and concluding upon the earlier of AWS's receipt of the Switching Completion Notice pursuant to Section 2.7 or the end of the Transitional Period.

“Switching Request” has the meaning set out in Section 2.2.

“Transitional Period” means a period of 30 days (or such longer period as we may notify to you, or you may notify to us, in accordance with Section 2.3) during which the actual Switch will take place, which may begin no earlier than the initiation date indicated in your Switching Request provided according to Section 2.2.