

## Nintex Data Act Addendum

**Effective Date:** March 13, 2026

This EU Data Act Addendum ("Addendum") supplements the Master Services Agreement, Order Form, or other written or electronic terms (the "Agreement") under which Nintex ("Nintex") supplies the Services to the customer identified in the Agreement ("Customer"). This Addendum applies to requests submitted by Customers for the switching of Services or the deletion of data in accordance with 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 (the "EU Data Act").

In the event of any conflict between the Agreement and this Addendum, the terms of this Addendum shall prevail to the extent required to resolve such conflict.

### 1. SCOPE

1.1 This Addendum applies where: (a) Customer is registered or established in a member state of the European Union or European Economic Area; and (b) the Services constitute Data Processing Services within the meaning of the EU Data Act.

1.2 This Addendum does not apply to: (a) professional services, consulting services, or implementation services; or (b) non-production versions of the Services provided for testing and evaluation purposes for a limited period of time.

### 2. DEFINITIONS

Capitalised terms not defined herein shall have the meanings given in the Agreement or, if not defined therein, the meanings provided under the EU Data Act.

**"Customer Data"** means data uploaded, stored, or processed by Customer through the Services, excluding any Exempted Data.

**"Deletion Request"** means a request by Customer to delete Customer Data from the Services without switching to another provider.

**"Destination Provider"** means the provider of data processing services to which Customer intends to switch, or Customer's own on-premises ICT infrastructure. <sup>4</sup>

**"Exempted Data"** means data excluded from Switching Data, including: (a) data specific to the internal functioning, integrity, or security of the Services; (b) data protected by intellectual property rights or constituting trade secrets of Nintex or third parties; and (c) data inferred or derived from proprietary algorithms.

**"Notification Period"** means the two-month period commencing on Nintex's receipt of a complete Switching Request or Deletion Request.

**"On-premises ICT Infrastructure"** means information and communications technology infrastructure and computing resources owned, rented, or leased by Customer, and operated by Customer or by a third party on Customer's behalf.

**"Switch" or "Switching"** means the process whereby Customer changes from using the Services to using either: (a) another data processing service of the same service type offered by a Destination Provider; or (b) an On-premises ICT Infrastructure, including through extracting, transforming, and uploading the data.

**"Switching Data"** means Customer Data and additional data produced through Customer's use of the Services strictly required to export Customer Data to a Destination Provider or On-premises ICT Infrastructure, excluding any Exempted Data.

**"Switching Request"** means a request by Customer to switch the Services and migrate Switching Data to a Destination Provider or On-premises ICT Infrastructure.

**"Transitional Period"** means the period during which the Switch takes place, as set out in Section 4.

### **3. REQUEST PROCEDURES**

3.1 Initiating a Request. Customer may submit a Switching Request or Deletion Request by providing written notice to Nintex (via a ticket to Nintex Customer Support at least two months prior to the planned switch date). All requests must: (a) clearly identify the request as being made under the EU Data Act; (b) specify the Services to which the request relates; and (c) indicate whether Customer intends to switch to a Destination Provider, switch to On-premises ICT Infrastructure, or delete Customer Data. Your Switching Request will be deemed complete by Nintex 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.

3.2 Notification Period. All requests are subject to a two-month Notification Period commencing on the date Nintex receives a complete request containing all information reasonably required to process the request.

### **4. TRANSITIONAL PERIOD**

4.1 Standard Transitional Period. Following expiry of the Notification Period, Customer must complete the Switch within thirty (30) calendar days (the "Standard Transitional Period").

4.2 Technical Unfeasibility. If Nintex determines that the Standard Transitional Period is technically unfeasible, Nintex shall notify Customer within fourteen (14) business days of receipt of the complete Switching Request. Such notification shall include an alternative Transitional Period, which shall not exceed seven (7) months.

4.3 Customer Extension. Customer may request an extension of the Transitional Period once by providing written notice to Nintex at any time before expiry of the then-applicable Transitional Period. Any such extension shall be for a reasonable period not exceeding seven (7) months from the end of the Notification Period.

### **5. NINTEX OBLIGATIONS DURING SWITCHING**

5.1 During the Switching Process, Nintex shall:

- (a) provide reasonable assistance to Customer and any third parties authorised by Customer to facilitate the Switch;
- (b) maintain business continuity and continue provision of the Services under the Agreement;
- (c) provide information concerning known risks to continuity in the provision of the Services;
- (d) maintain at least the same level of security as provided under the Agreement.

5.2 Nintex will provide access to capabilities and adequate information to facilitate Customer's porting of the Switching Data. Exclusion of any Exempted Data from the scope of Switching Data will not unduly impede or delay Customer's Switching Process.

5.3. Nintex may, at its discretion, and if and as permitted under the EU Data Act, charge the Customer reasonable charges in relation to switching.

## **6. CUSTOMER OBLIGATIONS DURING SWITCHING**

6.1 Customer shall take all reasonable measures to achieve effective and timely Switching. Customer is solely responsible for the identification, extraction, export, import, and implementation of Switching Data to the Destination Provider or On-premises ICT Infrastructure.

6.2 If Customer authorises a third party to manage or perform any part of the Switch on its behalf, Customer must: (a) grant such third party the necessary permissions and access rights; and (b) upon Nintex's request, provide evidence of such third party's appointment and acceptance to be bound by Customer's obligations under this Addendum. Customer remains liable for all obligations under this Addendum notwithstanding the involvement of any third party. Customer and any authorised third parties shall respect Nintex's intellectual property rights and maintain the confidentiality of any materials provided by Nintex during the Switching Process.

6.3 Customer shall act in good faith to implement any reasonable instructions provided by Nintex in relation to the Switching Process.

## **7. COMPLETION OF SWITCHING**

7.1 Customer shall promptly notify Nintex in writing upon completion of the Switch, confirming that Customer has completed the Switch and ceased using the switched Services ("Switch Completion Notice").

7.2 The Switching Process concludes on the earlier of: (a) the date Nintex receives the Switch Completion Notice; or (b) the end of the Transitional Period. In the absence of a Switch Completion Notice, the Switch shall be deemed successful at the end of the Transitional Period.

7.3 If Customer fails to provide a Switch Completion Notice or delete Switching Data by the conclusion of the Switching Process, Customer shall continue to incur standard service fees for any Services it continues to use.

## **8. DATA RETRIEVAL AND DELETION**

Following the conclusion of the Transitional Period, Customer may access and retrieve Switching Data for a period of thirty (30) days ("Data Retrieval Period"). At the end of the Data Retrieval Period, Nintex shall delete Switching Data in accordance with its standard data deletion processes, except to the extent Nintex is required to retain such data under applicable law. Upon Customer's request, Nintex shall provide confirmation of destruction of Switching Data. For the sake of clarity, this Section 8 applies only to Switching and Deletion requests submitted to Nintex pursuant to this Addendum.

## **9. DELETION REQUESTS**

Upon receipt of a valid Deletion Request, Nintex shall delete Customer Data in accordance with the procedures and timeframes set forth in the Agreement and applicable documentation, to the extent permitted by applicable law.

## **10. TERMINATION AND FEES**

10.1 The Agreement shall terminate with respect to the switched Services upon:

(a) for a Switching Request, the later of: (i) the conclusion of the Switching Process as set out in Section 7.2; or (ii) the expiration of the Data Retrieval Period set forth in Section 8; or

(b) for a Deletion Request, two (2) months after Nintex's receipt of the Deletion Request. For the avoidance of doubt, Customer's rights under Section 8 (Data Retrieval and Deletion) shall remain in full force and effect until the expiration of the Data Retrieval Period, notwithstanding the conclusion of the Switching Process.

10.2 Termination pursuant to this Addendum does not relieve Customer of its obligation to pay all fees accrued or payable up to the effective date of termination.

10.3 Early Termination Fee. If Customer exercises its rights under this Addendum prior to the expiry of the then-current subscription term, Customer shall pay an early termination fee equal to all subscription fees that would have been due for the remainder of the subscription term in accordance with the Agreement. Nintex shall apply any amounts prepaid by Customer toward satisfaction of the early termination fee. This early termination fee reflects Nintex's legitimate interest in recovering upfront costs incurred in provisioning the Services and amortizing infrastructure investments over the agreed subscription term.

10.4 Customer shall continue to pay applicable fees during the Notification Period and Transitional Period in accordance with the Agreement.

10.5 Nothing in this Addendum modifies or waives Nintex's termination rights under the Agreement for material breach.

## **11. LIMITATION OF LIABILITY**

Customer assumes full responsibility for the successful switching of Switching Data to the Destination Provider or On-premises ICT Infrastructure. Nintex shall not be liable for any damages, losses, costs, or expenses, whether direct or indirect, arising from or in connection with a Switching Request or Deletion Request, including but not limited to issues concerning Customer Data integrity, data loss, system unavailability, compatibility conflicts, or any other operational disruptions that may occur during or as a result of the Switching or Deletion process. For the avoidance of doubt, the limitations in this Section 11 apply in lieu of, and not in addition to, the limitations set forth in Section 7 of the Agreement with respect to any Switching Request or Deletion Request.

## **12. CUSTOMER REPRESENTATIONS AND INDEMNIFICATION**

Customer represents and warrants that it has all necessary rights and permissions concerning the Switching or Deletion Request and Customer Data before exercising its rights under this Addendum. Customer shall indemnify and hold Nintex harmless against any claims, damages, or costs arising from third parties (including Customer's affiliates and users) alleging that the Switching or Deletion Request infringes such party's rights.