



EU Data Act Addendum for NetSuite Cloud Services

Effective Date: September 12, 2025

SCOPE AND APPLICABILITY

This EU Data Act Addendum (this “**Addendum**”) applies to Your ordered Cloud Service, to the extent:

- (i) such order is signed by an entity (a) legally registered with an EU Member State to do business there, and (b) located in the EU, and
- (ii) such Cloud Service is considered a data processing service (as defined below), (an “**eligible Cloud Service**”) under the EU Data Act (Regulation (EU) 2023/2854) (the “**Data Act**”).

Unless expressly stated otherwise in Your order for an eligible Cloud Service, this Addendum is incorporated as part of the NetSuite Written Materials for such Cloud Service.

Capitalized terms used, but not defined, in this Addendum will have the meaning attributed to them in Your Oracle Cloud Agreement (as defined below). Unless otherwise expressly stated in Your order for Cloud Services (including any termination fees specified therein), in the event of any inconsistencies between the terms of Your Oracle Cloud Agreement and this Addendum, this Addendum will control.

1. SWITCHING

1.1 You may initiate Switching (as defined below) of an eligible Cloud Service by submitting a Switching notice (“**Switching Notice**”) to Oracle at Eu-data-act-notice_mb@oracle.com at least two (2) months in advance of Your target Switch date (“**Notice Period**”). Such Switching Notice shall specify (a) the eligible Cloud Service(s) You intend to Switch (“**Switched Services**”), (b) whether You intend to Switch to an alternative service provider of data processing services (“**Destination Service Provider**”), Switch to an on-premise infrastructure, or erase Customer Data from such eligible Cloud Service(s), (each referred to as “Switching”), and (c) the information included in the attached Appendix A, as well as any other information that may be reasonably requested by Oracle for determining whether such Cloud Service(s) are eligible for Switching under the Data Act.

1.2 Following the date of receipt of a valid Switching Notice (“**Switching Notice Date**”), Oracle will:

- a. provide You with a termination amendment (“**Termination Amendment**”) for the eligible Cloud Service(s) subject to the Switching, specifying: (i) the date the Term for such Cloud Service(s) will end, which will occur on the later of Your target Switch date or the conclusion of the Notice Period, except as provided under “Extension of Switch Date” below (“**Switch Date**”); (ii) the fees for Switched Services owed to Oracle through the Switch Date; and (iii) any Termination Fees (as defined below) and Switching Charges (as defined below) owed to Oracle in connection with the Switching;

- b. up to the Switch Date, continue the provision of the eligible Cloud Service(s), subject to (i) the terms of Your Oracle Cloud Agreement (including the applicable security, technical and organizational measures and business continuity provisions specified therein) and (ii) Your compliance with the obligations and payment requirements described in Section 3 below;
- c. allow You to retrieve or delete Customer Data from the eligible Cloud Service (i) at any time up to the Switch Date, including within the Notice Period, in accordance with the functionality described in the User Guides for such Service (available at <https://docs.oracle.com>), and (ii) following the Switch Date, as described in Section 4 below;
- d. if requested by You pursuant to a service request in SuiteAnswers, provide reasonable assistance to You, and any third parties authorized by You (“**Authorized Third Parties**”) in support of the Switching; and
- e. if requested by You pursuant to a service request in SuiteAnswers, provide reasonable information regarding Switching procedures for Your eligible Cloud Service(s), which may include relevant User Guides available on Oracle.com.

2. EXTENSION OF SWITCH DATE

2.1 At any time after the Switching Notice Date, up until the Switch Date, You will have the ability to extract/export Your data from the Switched Services and can access information and resources describing the available export methods and types of data You can extract through NetSuite’s existing self-service capabilities. If You experience any issues in extracting/exporting Your data, or if You require further guidance from Oracle, You can file a service request through SuiteAnswers. If, following the filing of a service request through SuiteAnswers, Oracle determines it is technically infeasible to enable You to perform Switching of an eligible Cloud Service within the Notice Period:

- a. Oracle will provide You with (i) a written explanation of the technical infeasibility within fourteen (14) business days of Your submission of the service request through SuiteAnswers; and (ii) a revised Switch Date for such Cloud Service that is within seven (7) months of the Switching Notice Date; and
- b. You and Oracle will sign a mutually agreed update to the Termination Amendment for the eligible Cloud Service specifying the revised Switch Date.

2.2 Prior to the Switch Date, You may extend the Switch Date specified in the Termination Amendment by:

- a. providing Oracle with e-mail notice at Eu-data-act-notice_mb@oracle.com of Your intent to extend the Switch Date for the eligible Cloud Service, specifying: (i) the reason for such extension, and (ii) the proposed revised Switch Date;
- b. signing a mutually agreed update to the Termination Amendment for the eligible Cloud Service specifying the revised Switch Date; and
- c. continuing to comply with the terms of Your Cloud Service Agreement, including payment to Oracle of (i) fees for the eligible Cloud Service through the revised Switch Date and (ii) the other fees described in Section 3 below.

3. YOUR OBLIGATIONS

- 3.1 You shall sign the Termination Amendment (including any mutually agreed updates to the Termination Amendment, as provided under “Extension of the Switch Date” above) presented by Oracle to You, confirming the Switch Date and Your termination of Switched Cloud Services. If You do not sign such Termination Amendment(s) within fourteen (14) days of receipt, the Switching Notice will be considered withdrawn, the relevant Cloud Service(s) will not be terminated and such Cloud Service(s) will continue in accordance with Your Oracle Cloud Agreement (including all original payment requirements thereunder).
- 3.2 Oracle’s obligations under this Addendum are subject to You and, if applicable, Your Destination Service Provider, cooperating with Oracle in good faith to effectuate the Switching in accordance with this Addendum, including with respect to any transfers or deletions of Customer Data.
- 3.3 You acknowledge that Your election to Switch an eligible Cloud Service(s) may impact Users of such Cloud Service. You agree (i) to obtain and provide all notices, consents and/or authorizations (including, from the Users) necessary to effectuate the Switching, and (ii) to defend Oracle and its affiliates against any claims that the Switching of a Cloud Service infringed or otherwise violated the rights or licenses of Your Users and indemnify Oracle from any related damages, liabilities, costs and expenses.
- 3.4 You are solely responsible for the successful transfer or deletion of Customer Data from an eligible Cloud Service(s) in connection with Switching, including all acts or omissions of Your Authorized Third Parties in connection with Switching.
- 3.5 Oracle’s standard consulting or professional services fees shall apply to the extent You request Oracle to perform any Services beyond those described in Section 1.2 to effectuate the Switching, including any non-standard extraction of Customer Data from the Cloud Service(s).
- 3.6 You will notify Oracle by email at Eu-data-act-notice_mb@oracle.com upon completing the Switching of an eligible Cloud Service.
- 3.7 You shall not be obligated to pay any Switching Charges.

3.8 You shall pay for a Switched Cloud Service(s) through the Switch Date specified in the Termination Amendment in accordance with the terms of Your Oracle Cloud Agreement. In addition, unless otherwise specified in the order, You shall pay an early termination fee equal to the fees otherwise payable for the eligible Cloud Service(s) through the remainder of the Term, as specified in the order (“**Termination Fees**”). For the avoidance of doubt, the Termination Fees are separate and in addition to fees paid to Oracle to perform the eligible Cloud Service(s) through the Switch Date.

3.9 Except as specified under this Section 3, Oracle will not charge any other fees or penalties for Switching.

3.10 Provisions that survive termination of Switched Cloud Services are those expressly stated in the Agreement as surviving termination, as well as those regarding Your payment obligations under the order for Switched Cloud Services.

3.11 With respect to any claims arising out of or related to Switching of an eligible Cloud Service pursuant to this Addendum, You and Oracle shall have no liability to each other except (a) as set forth in Sections 3.3 and 3.5 above, and (b) for Your payment of the fees set forth in the applicable order for such Cloud Service for its delivery up to the Switch Date and the applicable Termination Fees.

4. RETRIEVAL AND DELETION OF YOUR CONTENT

4.1 Your right to use a Cloud Service that has been Switched ends upon the Switch Date.

4.2 After the Switch Date of an eligible Cloud Service, Oracle will make Customer Data from such Cloud Service (as it existed at the end of the Term) available for retrieval or deletion by You during a retrieval period specified in, and in accordance with the terms of, the Oracle NetSuite Hosting and Support Delivery Policies. Following the end of such retrieval period, Oracle will delete Customer Data from such Cloud Service(s) in accordance with the Oracle NetSuite Hosting and Support Delivery Policies (unless otherwise required by applicable law).

5. INFORMATION DISCLOSURES

5.1 The available self-service tools and processes to retrieve exportable data in a structured, machine-readable format from an eligible Cloud Service are described in its applicable User Guides at <https://docs.oracle.com> and the Oracle NetSuite Hosting and Support Delivery Policies.

5.2 The categories of data and digital assets that can be retrieved from an eligible Cloud Service, including all exportable data, are provided in its applicable User Guides at <https://docs.oracle.com>.

- 5.3 The categories of data and digital assets, if any, that will be exempted from the obligation to export data under the Data Act due to a risk of breach of Oracle's trade secrets are provided in the applicable User Guides at <https://docs.oracle.com>.
- 5.4 Information that may be relevant to known risks to continuity in the provision of the functions of eligible Cloud Services are currently provided in the Oracle NetSuite Hosting and Support Delivery Policies, Critical Patch Updates and Security Alerts at <https://www.oracle.com/security-alerts> and Oracle Investor Relations materials at <https://investor.oracle.com>.
- 5.5 Information on procedures for switching and porting with the use of switching tools are provided in the applicable User Guides at <https://docs.oracle.com>.
- 5.6 Applicable IT tools for switching are provided in the applicable User Guides at <https://docs.oracle.com>.
- 5.7 Information on international access and transfer are provided in the Data Processing Agreement.

6. DEFINITIONS

- 6.1 "**Data Egress Charges**" means data transfer fees charged to You for extracting Your data through the network from Oracle's cloud infrastructure to the system of a different provider or to on-premises infrastructure.
- 6.2 "**Data processing service**" 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 centralized, distributed or highly distributed nature that can be rapidly provisioned and released with minimal management effort or service provider interaction.
- 6.3 "**EU**" means the Member States of the European Union.
- 6.4 "**Oracle**" means the Oracle Affiliate that has executed the order for an eligible Cloud Service.
- 6.5 "**Oracle Cloud Agreement**" means (a) Your order for an eligible Cloud Service, (b) the applicable master agreement referenced in such order, (iii) the NetSuite Written Materials, and (iv) the NetSuite Cloud Services: Supplemental Terms and Conditions, for such Cloud Service, including this Addendum.
- 6.6 "**Order**" or "**order**" means Your Estimate/Order Form for the Cloud Services.
- 6.7 "**Switch**" or "**Switching**" means the process set forth in this Addendum of (a) switching from Your eligible Cloud Service to using (i) the data processing service of the same service type (i.e., services that share the same primary objective, data processing service model and main

functionalities as Your Cloud Service) from a Destination Service Provider, or (ii) an on-premise infrastructure, or (b) erasing Customer Data from the eligible Cloud Service.

6.8 **“Switching Charges”** means charges, other than standard service fees or early termination fees, charged by Oracle for Switching to the system of a different provider or to on-premises infrastructure, including Data Egress Charges.

6.9 **“You”** means the Customer entity that has executed the order for eligible Cloud Services.

APPENDIX A

Please include answers to the following questions in Your Switching Notice. Based on this information we will contact You to formalize and document Your termination of the eligible Cloud Services; and if appropriate engage Your reseller to support Your request.

1. Customer Name on Order
 - a. Country in which the contracted customer is registered/formed
2. Contact information for follow up on this request:
 - a. Name
 - b. Email address
 - c. Phone
3. Was your order placed directly with Oracle or via a reseller?
 - a. If placed via a reseller, please provide
 - i. Reseller Name
 - ii. Reseller Address
 - iii. Reseller Contact Name
 - iv. Email address for Resell Contact
4. Order Details:
 - a. Date of Order
 - b. Current Term (contracted term of Your Cloud Services)
 - c. Account ID for the Cloud Services (this can be found in your NetSuite instance under Setup > Company > Company Information.)
 - d. List of Cloud Services you are requesting to Switch
 - e. Did you finance your order with Oracle's Financing Division?
5. Reason for switching; please indicate which of the following applies to this request:
 - a. You are switching to another provider; if so, please name provider
 - b. You will transition to an on premises replacement
 - c. You are requesting data only and will cease to use a comparable service
6. Target date of Switch Date – must be at least 2 months from your request to switch