

1. SCOPE OF THESE SUPPLEMENTARY TERMS

These Supplementary Terms form part of, and are supplementary to, the Agreement between IFS and Customer. In the event of any conflict between the Agreement and these Supplementary Terms, these Supplementary Terms shall prevail within their respective scope of application.

Capitalized terms not defined herein have the meaning given in the Agreement.

These Supplementary Terms apply and are organized as follows:

- (a) the EURA Service section supplements the Data Processing Addendum (the "DPA") with the Customer and applies only where Customer has purchased the IFS EURA Service pursuant to an Order Form;
- (b) the NIS2 Provisions section supplements the Data Processing Addendum with the Customer and applies only where Customer is subject to Directive (EU) 2022/2555 (NIS2) as implemented by applicable national law; and
- (c) the EU Data Act sections apply only in respect of IFS data processing services as defined in Regulation (EU) 2023/2854 (the "Data Act") to which Customer has subscribed pursuant to an Order Form, and where Customer has made a Switching or Deletion request pursuant to the Data Act as described herein.

2. EURA SERVICE PROVISIONS

Where Customer has purchased the IFS EURA Service pursuant to an Order Form, IFS Cloud Services and associated Support Services will be provided from locations in the EEA, EFTA and the United Kingdom for so long as the EURA Service continues.

For the avoidance of doubt, this section does not restrict IFS from Processing Customer Data outside the EEA, EFTA and the United Kingdom where such Processing is in accordance with the DPA.

3. NIS2 PROVISIONS

- 3.1. Background and Purpose. IFS qualifies as an entity subject to NIS2 and will comply with local implementation of NIS2 in the appropriate jurisdiction, as amended from time to time. Each Party is solely responsible for ensuring its own compliance with NIS2 and its implementing laws (collectively, the "NIS2 Regulations") as they pertain to that Party's respective business activities, operations, and obligations under the Agreement. The obligations in this section are supplementary to, and do not limit, the general provisions of the DPA unless expressly stated otherwise. For the purpose of this section, Personal Data is a subset of Customer Data.
- 3.2. Regulatory Change. Obligations imposed on IFS under the NIS2 Regulations apply only to the extent explicitly required by applicable law and do not extend to actions outside IFS's reasonable control or scope of operations.
- 3.3. Information and Assistance Obligations. Section 4.4 of the DPA shall be deemed to apply, with necessary modifications, to requirements arising under the NIS2 Regulations, including enquiries from the NIS2 competent authority. Such assistance may be subject to reasonable fees and charges as set out in Section 4.8 of the DPA.
- 3.4. Information Security Requirements. Section 5.1 of the DPA shall be deemed to apply, with necessary modifications, to the requirements arising under the NIS2 Regulations as applicable to Customer Data, including the obligation to implement appropriate security measures to ensure the availability, integrity and confidentiality of Customer Data.
- 3.5. Use of Subcontractors. Sections 7.1 and 7.2 of the DPA shall be deemed to apply, with necessary modifications, to the requirements arising under the NIS2 Regulations concerning supply chain management, as applicable.
- 3.6. Incident Reporting. In respect of significant incidents (as defined in NIS2 and its implementing regulations), IFS will comply with its notification obligations under NIS2, including, as deemed appropriate, notification to customers. Section 5.2 of the DPA shall be deemed to apply, with necessary modifications, to capture incidents concerning Customer Data in addition to Personal Data.

4. DATA ACT PROVISIONS - SWITCHING AND DELETION REQUESTS

- 4.1. A "**Switching**" request is a request to migrate Customer Data to a third-party provider of the same service type within the meaning of Article 2(9) of the Data Act, or to Customer's on-premises infrastructure. Customer shall provide the necessary details of any receiving provider in the Switching request. A "**Deletion**" request is a request for deletion of Customer Data held by IFS.
- 4.2. To make a Switching or Deletion request, Customer must submit a support ticket identifying it as a Switching or Deletion request under the Data Act ("**Support Ticket**").
- 4.3. Within 14 days of receipt of a Switching request, IFS will respond to confirm that it will provide Customer with an export of the Customer Data that IFS holds by the expiry of the "**Transition Period**" which must be within 30 calendar days after the expiry of either:
 - 4.3.1. the 2-month period following receipt of the relevant Support Ticket;
 - 4.3.2. a period not to exceed 7 months following receipt of the relevant Support Ticket where a 2-month period is technically unfeasible, providing

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to Customer a reasonable explanation for the technical unfeasibility and stating the alternative Transition Period; or

4.3.3. within the period requested by Customer in the Support Ticket, being between 2 and 7 months following receipt of the relevant Support Ticket, provided the period is reasonably appropriate and technically feasible.

4.4. Throughout the Transition Period, IFS will provide reasonable assistance, act with due care to maintain business continuity, maintain the agreed level of security and inform Customer regarding known risks to service continuity.

4.5. Where Customer makes a Deletion request, IFS will delete Customer Data in accordance with the procedures and timeframes specified in the Agreement, but in any event within 3 months from termination or expiration of the request, unless retention is permitted under the Agreement or required by applicable law. Retained data remains subject to the confidentiality provisions of the Agreement.

4.6. Where the Data Act permits IFS to charge for services provided in connection with a Switching or Deletion request, Customer shall pay for such services at IFS's then-current standard rates, unless those services are already included in Customer's agreement with IFS at no additional charge.

4.7. Termination

4.7.1. Data processing services in respect of which Customer has submitted a Switching or Deletion request in accordance with these Supplementary Terms will automatically terminate upon the export or deletion of Customer Data, as appropriate (the "Termination Date"), but not any associated ancillary services.

4.7.2. Customer shall pay all outstanding committed fees for data processing services terminated under section 4.7.1 for the period prior to the Termination Date, plus all future fees committed in the Order Form for the remainder of the term as an early termination fee, unless the applicable agreement between IFS and Customer provides otherwise.

4.8. Exclusions

To the extent permitted by the Data Act, Switching and Deletion requests will not be accepted:

4.8.1. In relation to custom-built or beta data processing service subscriptions, and otherwise to the extent the Data Act permits IFS to reject such requests;

4.8.2. For data processing services provided for a limited period of time specifically for testing and evaluation purposes;

4.8.3. For only part of the data processing services; or

4.8.4. If the Data Act is repealed, suspended or otherwise amended and as a result IFS may reject such requests.

4.9. Indemnification and Liability

4.9.1. Customer is solely responsible for ensuring that it has all rights and permissions concerning any Switching or Deletion request made by its personnel.

4.9.2. IFS requires assurance that the Switching or Deletion request is acceptable to Customer's organization. Consequently, Customer shall indemnify IFS and IFS Affiliates against any third-party claims, damages, and reasonable legal costs arising from allegations that IFS's compliance with a Switching or Deletion request infringes that third party's rights or breaches the Agreement or applicable law. This indemnification is subject to IFS (i) notifying Customer promptly in writing; (ii) giving Customer control of the defense and settlement; (iii) providing reasonable assistance at Customer's expense; and (iv) not admitting liability.

4.9.3. Without limiting IFS's obligations under section 4.4 above, IFS shall not be liable for any damages, losses, costs or expenses arising from its compliance with any Switching or Deletion request, including issues related to Customer Data integrity or loss, system downtime, compatibility issues, or other disruptions that may occur during or as a result of the request. Customer is solely responsible for the consequences of IFS's compliance with its Switching or Deletion request.