

EU DATA ACT APPENDIX TO AXIS GENERAL LICENSE AGREEMENT

This EU Data Act Appendix (the “**DA Appendix**”) is incorporated by reference in and forms an integral part of Axis General License Agreement (available at [License agreements | Axis Communications](#)).

1 DEFINITIONS

Capitalized terms used in this DA Appendix which are not otherwise defined in this DA Appendix or other documents forming part of the Agreement (as such term is defined in the General License Agreement) shall have the meanings ascribed to them in the Data Act.

2 GENERAL

- 2.1 The Parties acknowledge and agree that, in connection with the provision and use of certain Axis Technology under this Agreement, each Party may have specific rights and obligations pursuant to the Data Act. Each Party shall comply with all applicable provisions of the Data Act, including those relating to Switching and portability of Data.
- 2.2 Chapter IV of the Data Act (Switching Between Data Processing Services), and the corresponding provisions and obligations in this DA Appendix does not apply to Evaluation Software and Services.
- 2.3 In the event of any conflict between the terms of this DA Appendix and other provisions of the Agreement, this DA Appendix shall prevail to the extent necessary to ensure compliance with the Data Act.

3 SWITCHING AND EXIT

3.1 Initiating Switching

- 3.1.1 Subject to the terms of this DA Appendix and the provisions of the Data Act, You have the right to terminate the Cloud Service and exercise Your right of Switching to another provider of Data Processing Services or to an On-Premises ICT Infrastructure at any time during the term of the Agreement.
- 3.1.2 Information regarding the Switching process for the applicable Cloud Service, including the information listed below, is available at Axis Trust Center (trust.axis.com):
 - a) categories of Exportable Data and Digital Assets that can be ported and transferred during the Switching process;
 - b) categories of Data and Digital Assets which are exempt from Switching due to trade secrets or other justified reasons;
 - c) information on the relevant procedure and time estimates for Switching and porting, including whether automated Switching tools are available for the Cloud Service, porting formats, as well as known restrictions and technical limitations; and
 - d) instructions for notifying Axis of Switching decisions, including the applicable notice period for initiating Switching (“**Notice Period**”); and
 - e) applicable Switching Charges, if any.

3.1.3 To initiate the Switching process, You must provide written notice to Axis in accordance with the instructions provided by Axis at Axis Trust Center (trust.axis.com), observing applicable Notice Period ("**Switching Notice**").

3.1.4 Axis shall confirm receipt of the Switching Notice without undue delay.

3.2 **Transitional Period**

3.2.1 Following the Notice Period, a transitional period shall be initiated during which the Agreement will remain in force ("**Transitional Period**"). The Transitional Period shall, unless otherwise determined pursuant to Section 3.2.2 or 3.2.3, not exceed thirty (30) calendar days starting from the last day of the Notice Period.

3.2.2 If it is not technically feasible to perform the Switching within a Transitional Period of thirty (30) days, Axis agrees to notify You in writing within fourteen (14) business days from Axis' receipt of the Switching Notice. In its notice, Axis will provide justification for the technical unfeasibility and indicate an alternative length of the Transitional Period, which must not exceed seven (7) months from the last day of the Notice Period.

3.2.3 You have the right to extend the Transitional Period once for a period more appropriate for Your purpose. The extension may not exceed three (3) months unless a longer time is necessary to perform the Switching or to fulfil the requirements of the Data Act. If You wish to exercise this right, You must notify Axis in writing prior to the end of the original Transitional Period clearly indicating the requested extended Transitional Period.

3.2.4 During the Switching process, Axis undertakes to provide reasonable assistance to You, and to third parties authorized by You, to enable Switching within the Transitional Period. During the Transitional Period, Axis must observe its obligations in Article 25(2)(a), subarticles (ii)-(iv) of the Data Act.

3.2.5 You undertake to take all reasonable measures to achieve effective Switching within the Transitional Period. You are responsible for the import and implementation of Data and Digital Assets in Your own systems or in the systems of the new provider of Data Processing Services. You undertake and shall ensure that any third parties authorized by You, including the new provider of Data Processing Services, undertake to respect the Intellectual Property Rights of any materials provided in the switching process by Axis. You undertake to provide access to these materials and any Confidential Information of Axis to third parties only to the extent necessary to complete the Switching process during the Transitional Period and always in compliance with the terms of the Agreement.

3.3 **Data Retrieval and Erasure of Data**

3.3.1 Notwithstanding anything to the contrary in the Agreement, You will retain access to Your Data for a period of thirty (30) days from the conclusion of the Transitional Period (the "**Retrieval Period**"). During the Retrieval Period, You will be able to retrieve or erase Your Data and Axis shall not delete any Data unless otherwise instructed or required by law.

3.3.2 At the end of the Retrieval Period, and if the Switching process has been completed successfully, Axis undertakes to fully erase all Exportable Data and Digital Assets generated by You or directly related to You and confirm to the Customer that it has

done so, except for such Exportable Data and Digital Assets which Axis is obligated to store under applicable law.

3.4 Switching Charges

You agree to pay the applicable Switching Charges, if any, within thirty (30) days from the date of the invoice.

3.5 Termination

3.5.1 The Agreement will be automatically terminated either (a) upon the successful completion of the Switching process or, (b) at the end of the Notice Period if You have chosen to erase the Exportable Data and Digital Assets upon termination of the service. Axis will notify You of the termination, but termination comes into effect even without such notice. Upon termination, and subject to the provisions of Section 3.3 above, the Effects of Termination as described in the General License Agreement will apply.

3.5.2 You agree to notify Axis without delay when the Switching process has been successfully completed. If You do not provide such notice, but Axis has justified grounds to believe that the Switching has been successfully completed, Axis may request written confirmation from You. If You do not provide such confirmation or notify Axis that the Switching has not been successfully completed within thirty (30) days from Axis' request, the Switching shall be deemed unsuccessful and the Agreement shall not be terminated.

3.5.3 The Agreement may cover Axis Technology that is not subject to Your decision to switch providers or erase data. If You exercise Your right to switch providers or erase Data with respect to only one or more Cloud Services under this Agreement, while maintaining Your license to other Axis Technology, such exercise will only result in the termination of the Agreement as it relates to the specific Cloud Service(s) concerned. The Agreement shall continue in full force and effect in relation to any other Axis Technology, and neither Party shall be entitled to terminate or suspend the Agreement in its entirety solely on the basis of such partial Switching or data erasure.

4 UNILATERAL AMENDMENTS

Notwithstanding anything to the contrary in the Agreement, Axis may not impose unilateral changes or other amendments or supplements to the Agreement that substantially (a) increase the fees to be paid for the Cloud Services, or (b) change the provisions related to the ownership, responsibility and use of Customer Data, unless such change is (i) beneficial for You, or (ii) necessary for security reasons or to comply with mandatory applicable law. In the event that Axis wishes to impose a unilateral change pursuant to the terms set forth in this Section 4, Axis shall notify You no less than thirty (30) days prior to the change coming into effect. If You do not accept the proposed change, You have the right to terminate the Agreement by providing written notice to Axis within thirty (30) days from the receipt of Axis' notice to You.

5 NOTICES

Unless otherwise specified in this DA Appendix, at Axis Trust Center, or at law, when a notification is required under this DA Appendix, such notice should be provided (a) using the contact information listed in Axis Trust Center (trust.axis.com) when You provide

notice to Axis, and (b) pursuant to Section 20.11 of the Axis General License Agreement when Axis provides notice to You.
