

Appendix 2: EU Data Act Addendum

Effective from: 1 October 2026 · Version 1.0

This EU Data Act Addendum ("**Addendum**") sets out clear and fair contractual terms between Artur Mkrtchyan Ventures UG (haftungsbeschränkt), Pettenkoferstraße 9a, 10247 Berlin, Germany ("**AllBack**"), and its customers in the European Union ("**Customer**"), so that the Customer can switch to another provider of data processing services, or to its own ICT infrastructure, in accordance with Regulation (EU) 2023/2854 ("**EU Data Act**").

This Addendum applies only to those parts of the services of AllBack that fall within the direct scope of the EU Data Act. It supplements, and is part of, the Terms and Conditions for the Use of AllBack ("**Main Agreement**"). Terms with capital letters that this Addendum does not define have the meaning of the Main Agreement or the EU Data Act.

1. Scope of application

1.1 This Addendum sets out the obligations of AllBack as a provider of a data processing service under Chapter VI of the EU Data Act. It applies to the services of AllBack for Customers in the European Union, and governs the rights and obligations for data portability, switching, and termination.

1.2 In the event of a conflict between this Addendum and the Main Agreement, this Addendum prevails for its subject-matter.

2. Information

2.1 Before the Main Agreement is concluded, AllBack informs the Customer on its website about:

- its standard fees, at <https://www.allback.ai/pricing>, and the absence of early termination fees beyond the paid term (Section 7);
- the absence of charges for switching assistance (Section 6);
- the data that the Customer can export, and how (Section 4); and
- services where the obligations on switching and exit do not apply. Today there are none.

3. Switching notice and transitional period

3.1 The Customer starts the switching process with a switching notice to hello@allback.ai ("**Switching Notice**"). The notice period is two (2) months ("**Notice Period**"). The Customer may choose a shorter notice period.

3.2 In the Switching Notice, the Customer states:

- the services, data, or digital assets that it wants to switch;
- whether it wants (i) to switch to another provider, with the details of that provider that are necessary for the switch, (ii) to switch to its own ICT infrastructure, or (iii) not to switch, but only to erase its exportable data and digital assets; and
- the time window that it wants for the switch.

3.3 AllBack confirms the receipt of the Switching Notice within three (3) working days, in the same form that the Customer used.

3.4 AllBack makes reasonable efforts to complete the switch, as the Switching Notice requests, within thirty (30) days after the end of the Notice Period ("**Transitional Period**"). If this is not technically possible, AllBack:

- informs the Customer within ten (10) working days after it confirms the receipt of the Switching Notice;
- gives an alternative Transitional Period, which does not exceed seven (7) months from the date of the Switching Notice; and
- explains why the switch is not technically possible in the Transitional Period ("**Extension Notice**").

3.5 The Customer confirms the receipt of an Extension Notice within three (3) working days, in the same form that AllBack used.

3.6 The Customer may ask once for a longer Transitional Period, for a reasonable time that does not exceed the Term. The Customer asks for it at least ten (10) working days before the Transitional Period ends, and states the new period. AllBack makes reasonable efforts to agree.

3.7 During the Notice Period and the Transitional Period, the services continue, and the Customer pays the fees under the Main Agreement.

4. Exportable data and switching assistance

4.1 The Customer can export its data itself at any time during the term, with no help from AllBack:

- the answers of each request and each form, as a CSV file, with links to the uploaded files;
- the uploaded files and signatures, one by one, or through the links in the CSV file; and
- the definition of each form (its questions, logic, and design), in the JSON format of the AllBack form schema, through the connector for AI apps.

4.2 On the Customer's request, AllBack provides the assistance that the EU Data Act requires, so that the Customer, or a third party that the Customer authorises ("**Destination Provider**"), can switch within the Transitional Period. This assistance consists of:

- the technical means and the information that are necessary to export the Customer's data and digital assets in a structured, commonly used, and machine-readable format; and
- keeping the security and the integrity of the data during the switch, in accordance with the applicable law.

4.3 The Customer is responsible for the import of its data and digital assets into its own systems, or into those of the Destination Provider.

4.4 This Addendum does not oblige AllBack to provide services, documentation, or support beyond what the EU Data Act or the Main Agreement requires.

4.5 The Customer, for itself and for the Destination Provider, respects the intellectual property rights, the confidentiality, and the trade secrets of AllBack in the materials that AllBack provides for the switch. AllBack must agree in writing before its confidential information is disclosed to a

Destination Provider.

5. Retrieval and erasure of data

5.1 AllBack keeps the Customer's data for thirty (30) days after the end of the Transitional Period, so that the Customer can retrieve or erase it ("**Retrieval Period**").

5.2 At the end of the Retrieval Period, AllBack erases all exportable data and digital assets of the Customer, unless the applicable law requires AllBack to keep them. Section 8 of Appendix 1 (Data Processing Agreement) applies to backups.

6. Charges for switching

AllBack does not charge for switching or for switching assistance, and does not charge for the export of data.

7. Termination

7.1 In addition to the other grounds for termination in the Main Agreement, the Main Agreement and this Addendum end:

- when the switch is complete ("**Event A**"); or
- at the end of the Notice Period, where the Customer does not want to switch but only to erase its exportable data and digital assets ("**Event B**").

7.2 In case of Event A, the Customer informs AllBack without delay that the switch is complete. This information counts as a notice of termination, where the applicable law requires one, and AllBack confirms the termination within ten (10) working days. AllBack may also ask the Customer whether the switch is complete. If the Customer does not answer within ten (10) working days, Event A counts as complete, and the Main Agreement ends for the services in the Switching Notice.

7.3 In case of Event B, the Customer's notice that it wants to erase its exportable data and digital assets counts as a notice of termination, where the applicable law requires one.

7.4 AllBack charges no early termination fee. Fees that the Customer has already paid for the current billing period are not refunded, in accordance with the Main Agreement. Fees for later billing periods are not due.