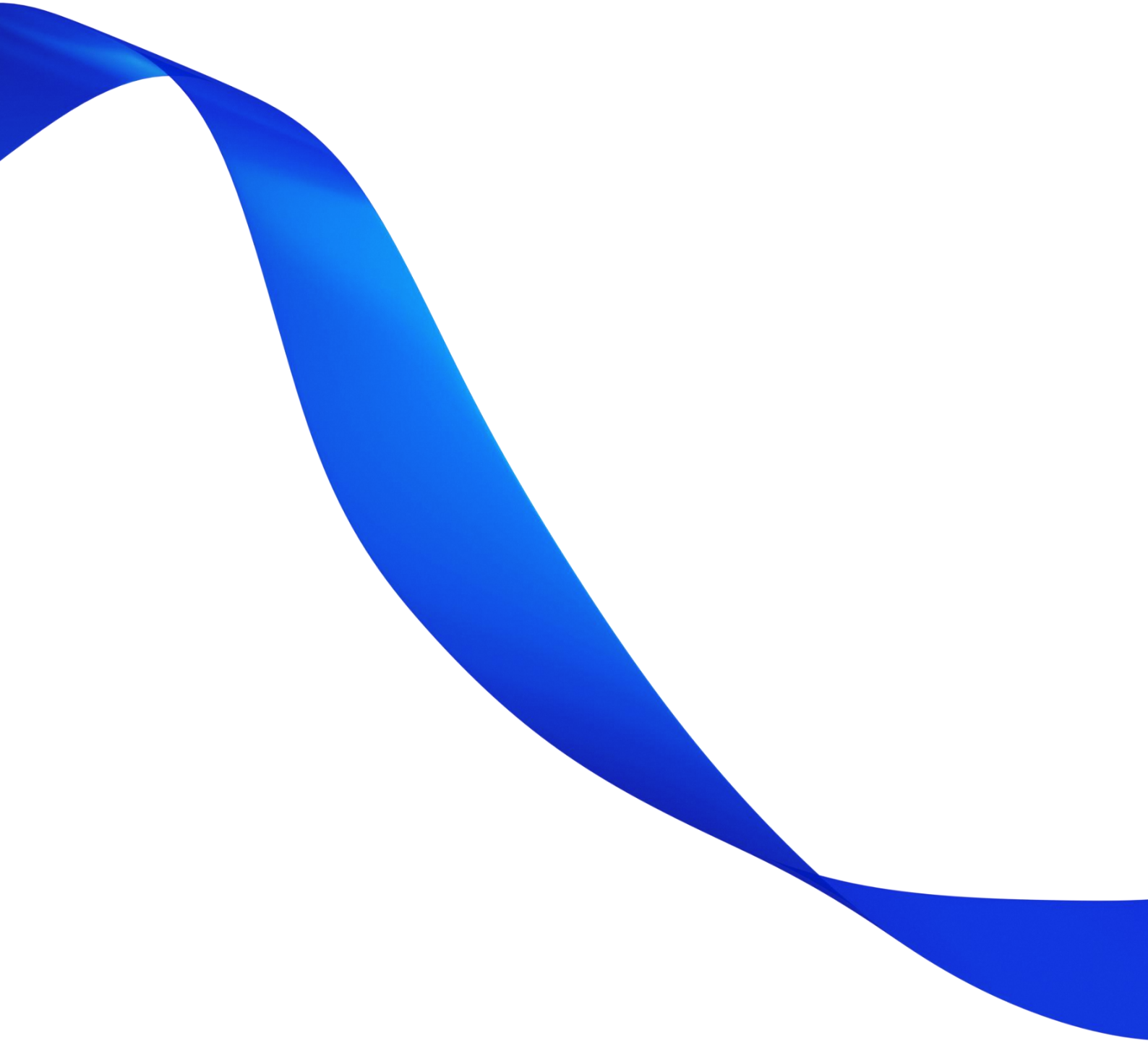


Luware EU Data Act Addendum

Version 1.0 | Valid from November 18th 2026

Luware

1 Applicability

The following EU Data Act Addendum (“Addendum”) governs all Switching Requests and/or Deletion Requests made by Customer pursuant to Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 concerning harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (the “Data Act”).

This Data Act Addendum (“**Addendum**”) amends the Luware Cloud Services Terms of Use (“**Terms of Use**”) between Luware (“**Luware**”) and the entity placing an order for or accessing the Services (“**Customer**”). This Addendum applies only to Services qualifying as Data Processing Services (“**Data Processing Services**”) supplied by Luware to a Customer in the Euopean Union within Article 1(3)(f), and only to the extent Chapter VI of Regulation (EU) 2023/2854 applies. It applies to existing and future Subscriptions from the date required by mandatory law. It does not apply to a Service, Customer, activity or territory outside the scope of Chapter VI merely because another Service or Customer entity is in scope.

Unless otherwise stated herein, defined terms shall have the meaning given in the Terms of Use.

2 Definitions

"**Exportable Data**” means data specified under Annex 1 of this Amendment.

“**Switching**” means the process involving Luware, Customer and, where applicable, a destination provider by which Customer changes from an in-scope Service to a data processing service of the same service type provided by a different provider, changes to Customer’s own on-premises ICT infrastructure, or requests erasure of Exportable Data and Digital Assets in accordance with Article 25(3) of the Data Act.

3 Switching Notice

3.1. Customer shall give Luware a written notice that it initiates Switching no later than 2 (two) months prior to the initiation of Switching (“**Notice**”, “**Notice Period**”).

3.2 Customer shall specify in the Notice whether Customer intends to: (a) Switch a Service and migrate its Exportable Data to a different third party service provider or to its own on-premise infrastructure ("**Switching Request**"); or (b) delete its Exportable Data from a Service ("**Deletion Request**").

3.3 For an election under Clause 3.2(a), Customer shall provide in a timely manner all required destination details, authorised contacts, security information, access credentials, Customer-controlled storage destination and other information reasonably necessary for the Switching. Luware is not required to commence a transfer to a destination that has not been sufficiently identified or secured, but shall not use this Clause to delay or obstruct Switching.

3.4 A Notice is limited to the Service and Subscription expressly identified in it. Switching one Service does not terminate or affect any other Service, Subscription or obligation.

4 Switching Assistance

Subject to Customer's compliance with Clause 9 of this Addendum, Luware shall provide reasonable assistance ("**Switching Assistance**") to Customer and third parties authorized by Customer so that the Customer can Switch within the Transitional Period (as defined in Clause 5). Customer shall use available self-service export interfaces, downloads, APIs, Power Automate integrations and Documentation as the primary means of Switching where those means enable the relevant action without Luware intervention. In that case, Luware's Switching Assistance is limited to maintaining access to the applicable tools during the Switching process, providing existing Documentation and standard support reasonably necessary to use them, correcting failures attributable to the Service, and performing any other action strictly required by mandatory law. Customer shall request any Switching Assistance by engaging Luware's professional services offering. Customer acknowledges that successful use in a destination environment depends on that environment's ability to consume and interpret the exported data and Exportable Data.

5 Transitional Period

5.1 Luware shall use reasonable efforts to facilitate completion of the Switching Request within 30 (thirty) calendar days after the end of the Notice Period ("**Transitional Period**").

5.2 Luware shall notify Customer within 14 (fourteen) business days of receipt of the Notice if the Transition Period is technically unfeasible, providing a reasonable explanation for such technical limitations and indicating an alternative Transitional Period which shall not exceed 7 (seven) months following the Notice Period. Customer shall confirm receipt of such extension notice within 5 (five) business days.

5.3 Irrespective of whether Luware extends the Transitional Period, Customer may request an extension of the Transitional Period once for a reasonable duration which shall not exceed the then current Subscription Term. Customer must notify Luware of any requested extension of the Transitional Period in writing no later than one month before the Transitional Period otherwise would end and indicate the alternative Transitional Period. Luware shall use reasonable efforts to comply with such Customer's request.

5.4 Customer shall continue to pay all Fees in accordance with the Terms of Use during any Transitional Period and any extension thereof. If Customer requests additional capacity, storage, retention, environments, licences or other Services during an extension, those items shall be charged at Luware's then-current rates or as otherwise agreed in an Offer.

6 Payment for Switching Assistance

6.1 From 12 January 2027, Luware shall not impose Switching charges prohibited by the Data Act.

6.2 Clause 6.1 does not prevent Luware from charging for: (a) standard Services provided during the Notice Period, Transitional Period or extensions thereof; (b) Additional Switching Assistance requested by Customer; (c) additional capacity, storage, retention, licences or environments requested by Customer; (d) Third-Party Support Charges During Migration; or (e) the amounts under Clause 11.2 and 11.3, in each case to the extent permitted by applicable law.

6.2 **Additional Switching Assistance.** For Switching Assistance beyond the minimum requirements of Article 25 of the Data Act, Customer shall pay Luware's standard professional services rates, as set forth in an Order Form, both before and after 12 January 2027.

6.3 **Third-Party Support Charges During Migration.** Charges may be levied for support provided by third-party entities during the Switching process, where such support is requested or required by the Customer

6.4 Invoices are due in accordance with the Terms of Use or applicable Offer.

7 Disclosures

7.1 Annex 1 to this Addendum identifies: (a) categories of Exportable Data that can be transferred; (b) categories of data specific to the internal functioning of Luware's Services that Luware has no obligation to transfer during Switching due to a risk of breach of Luware's trade secrets. Data or assets not identified in Annex 1 are not included in Switching process except to the extent that mandatory law requires otherwise.

7.2 Consistent with Data Act Articles 28 and 32, Luware's procedures regarding third-party access requests for personal data identified in Clause 7.4 of its Data Processing Addendum also describe how Luware intends to handle third-party access requests for non-personal data held in the European Union, to the extent applicable.

8 Obligations of Luware

Throughout the Switching process and in accordance with the Terms of Use, Luware will provide reasonable assistance, act with due care to maintain business continuity and maintain the agreed level of security. Luware may inform Customer about any known risks to the continuity in the provision of the Services and/or technical limitations as a result of the Switching once the Notice is submitted or as otherwise indicated by Luware.

9 Obligations of Customer

9.1 Customer undertakes to take all reasonable measures to achieve effective Switching and shall cooperate in good faith, including by appointing qualified contacts, making timely decisions, maintaining required licences and connectivity, providing secure destination access, using the available self-service tools, and performing Customer-controlled actions within the applicable time periods.

9.2 Customer is solely responsible for the import and implementation of Exportable Data in their own systems or in the systems of their new service provider.

9.3 Customer shall ensure that third parties authorized by them, including any new service provider, receives Luware Confidential Information only on a need-to-know basis for Switching, is bound by written confidentiality and use restrictions no less protective than those in the Terms of Use, and uses the information solely for Switching. Customer and its authorised recipients shall respect all Intellectual Property Rights, trade secrets and security restrictions applicable to materials and documentation provided by Luware.

9.4 Customer shall not request or use Switching to obtain Luware source code, algorithms, internal schemas, platform telemetry, cross-tenant data, anti-abuse or security analytics, infrastructure logs, credentials, cryptographic material not owned by Customer, or other information beyond the scope required by the Data Act.

10 Data Export and Deletion

10.1. Luware shall retain Exportable Data for a period of 30 (thirty) calendar days after termination of the Transitional Period or extension thereof for export by Customer (“Export Period”).

10.2. At the end of the Export Period, and provided that Switching has been successfully completed where applicable, Luware shall erase all Exportable Data except as required by applicable law. Once deleted, Exportable Data cannot be recovered.

10.3 Clause 10.2 does not require immediate erasure of data that Luware must retain under applicable law, data contained in secure backups that is not reasonably capable of separate deletion and remains protected until overwritten in the ordinary backup cycle, or limited records retained to establish, exercise or defend legal claims, enforce the agreement or maintain required financial and compliance records. Any retained Personal Data remains subject to the DPA and applicable Data Protection Laws.

11 Termination

11.1 The then current Subscription Term will automatically terminate either (i) upon Customer notifying Luware in writing about the successful completion of the Switching process (in the absence of formal notification by Customer as indicated above, the Switching will be deemed successful at the end of the Transitional Period or extended Transition Period), or (ii) at the end of the Notice Period, if Customer submits a Deletion Request.

11.2 For the avoidance of doubt, such termination will not relieve Customer of its obligation to pay any Fees due to Luware for the period prior to the termination date of the relevant Subscription Term. Customer shall be liable to pay any outstanding Fees covering the remainder of the Subscription Term of the relevant Services as an early termination fee, payable within 30 days.

11.3 To the extent the above Clause is held to be invalid, unenforceable, or otherwise inapplicable, the monthly Fees applicable to the relevant Services shall instead be increased by 50% (the “**Uplift**”). The Uplift shall apply to each month of the term during which the Services are actually used by the Customer until Switching is completed and shall be calculated on a pro rata basis for any partial month (based on the number of days the Services are actually used in

that month relative to the total number of days in that month). The Uplift is payable within 30 days of completion of Switching.

11.4 Luware will continue to provide the Services in accordance with the Terms of Use until the Switching is completed.

12 Exclusion of Switching or Deletion Requests

12.1 To the extent permitted by Article 31 of the Data Act, the Switching obligations in this Addendum do not apply to a Service the majority of whose main features have been custom-built to accommodate the specific needs of an individual Customer or where all components have been developed for the purposes of an individual Customer and the Service is not offered at broad commercial scale through Luware's service catalogue.

12.2 To the extent permitted by Article 31 of the Data Act, the Switching obligations in this Addendum, including the handling of Switching Requests, do not apply to any non-production version of a Data Processing Service, including beta or pre-release versions, that Luware supplies for a limited period solely for testing and evaluation purposes.

13 Additional Indemnification

Customer shall defend, indemnify and hold harmless Luware and its Affiliates from third-party claims, damages, costs and reasonable legal fees arising from: (a) Customer's unlawful Switching instructions; (b) Customer's lack of authority or legal basis to transfer or erase Exportable Data; (c) infringement caused by Exportable Data or Customer-provided materials; or (d) acts or omissions of Customer, its destination provider or another Customer-authorised recipient, except to the extent directly caused by Luware's breach of this Addendum, the Terms of Use or applicable law. The defence and settlement procedure in the Terms of Use applies to this indemnity.

14 Exclusion of Liability

The limitations and exclusions of liability in the Terms of Use apply to this Addendum. Without limiting them, Luware is not responsible for loss, corruption, incompatibility, delay, unavailability or failure caused by Customer, a destination provider, the destination environment, Customer-selected third parties, Customer's failure to retrieve data within the Export Period, or use of exported data after delivery, except to the extent directly caused by Luware's breach of a mandatory obligation.

Annex 1

Nimbus

Exportable Data	Data Structure & Format	Data Portability & Restrictions
Tenant Configuration and Administration Data	Selected customer configuration data, including services, users, workflows and workflow structures. The data is represented as structured Nimbus configuration objects and related metadata.	Not all tenant configuration data can be exported because some configuration is service-internal, is not reusable, or has no meaningful portability value. Configuration of services, users, workflows and workflow structures can be exported. Workflows and workflow structures can be imported into the same Nimbus tenant or another Nimbus tenant. Export does not provide direct interoperability with third-party services.
Historical Interaction and Reporting Data	Historical interaction records and reporting attributes, including the customer-provided conversation context and custom parameters retained after an interaction. The data is available through the Nimbus reporting model as structured reporting data.	Available through the applicable Nimbus reporting interfaces. Data availability is subject to the configured retention period and the customer's access permissions. Use in another system depends on the receiving system's ability to consume and interpret the Nimbus reporting data structure.
Customer-Provided Conversation Context and Custom Parameters	Customer-defined contextual information and custom parameters associated with an interaction. The values form part of the interaction data and, after the interaction, become part of the historical reporting data.	During an ongoing interaction, the data can be retrieved, changed and otherwise processed through Power Automate. After the interaction has ended, the data is available as part of the normal reporting data and is subject to the applicable reporting access and retention conditions.
Messages	Message content and associated interaction metadata from supported written communication channels, including instant messages and email messages where applicable.	Email messages can be exported through Power Automate. Exportability of other message types depends on the supported Nimbus functionality for the relevant channel. Availability is subject to access permissions and applicable retention conditions.
Voicemail Messages	Voicemail audio recordings and associated interaction metadata.	A voicemail recording can be downloaded by a user who has the required permission. Download can also be automated through Power Automate. Availability is subject to access permissions and applicable retention conditions. Luware Nimbus does not currently provide call recording; therefore, call recordings are not included in the exportable data.

Transcriptions and AI-Generated Interaction Outputs	Textual interaction transcriptions and AI-generated summaries, together with the associated interaction reference.	Only transcriptions and summaries can be exported. They can be downloaded through Power Automate or copied from the Nimbus user interface. Other AI-generated or service-internal information is not included in the export. Availability depends on the relevant functionality being enabled and on applicable access and retention conditions.

Excluded data: Audit data and operational activity data are not shared with the Customer and are not included in the Exportable Data for Nimbus.

Recording

Exportable Data	Data Structure & Format	Data Portability & Restrictions
Call recording media files Audio, video, and screen share content of recorded conversations.	One media file per recorded conversation, written to the storage account nominated by the Customer. Additional recording files are generated in case of media escalation, transfer, or on-hold scenarios. Audio is captured from the native integration and written in a standard waveform container. The storage codec is set per environment. Files are encrypted at rest with AES-256 using either a Luware-issued certificate or a certificate supplied by the Customer. If capturing video/screenshare content, the data is combined into a proprietary file with a .VMF extension.	Media files sit encrypted in storage for the retention period. If a customer wants to offboard from the platform, Luware can offer a service to export all data unencrypted to the customer-supplied, cloud-accessible storage account free of charge. For audio only, this will be .WAV unencrypted. For audio combined with video and/or screen, this will be .MP4. Alternatively, if the customer is moving to another Verint provider, this data can be directly ingested by the vendor once the customer provides them with the certificate used to encrypt the data. If the customer requires the export to be configured to an alternative storage account, charges may apply. Restriction: video/screenshare generated only where the video/screenshare licensing has been purchased.
Call recording metadata files Conversation metadata written alongside each media file.	One XML file per recorded conversation, written to the same storage account as the media file. The XML file is encrypted in the same way as media files with a Luware or customer-supplied certificate.	Metadata files sit encrypted in storage for the retention period. If a customer wants to offboard from the platform, Luware can offer a service to export all data unencrypted to a customer-supplied, cloud-accessible storage account. This will be .XML unencrypted. Alternatively, if the customer is moving to another Verint provider, this data can be directly ingested by the vendor once the

		customer provides them with the certificate used to encrypt the data.
Call recording chat/instant message files Generated only where the Customer has purchased the relevant licensing.	Chat/instant message conversations are stored directly in the relational database as all text must be indexed for searchability within the user interface.	Luware can offer a service to export all chat/instant message data unencrypted to a customer-supplied SMTP. This will be in email format with one email sent for each chat record. There will be an .EML unencrypted attachment for the chat conversation, an .XML attachment for the metadata, and any file share attachments will be in .att format (if enabled for capture). Restriction: generated only where the chat capture licensing has been purchased.
Speech Analytics transcript files Generated only where the Customer has purchased the relevant licensing.	Transcript files are written to a storage account in encrypted .VTR. Content covers transcription, diarization, topics, sentiment, and summaries.	Speech Analytics data resides in storage on the same basis as the media and metadata files. Restriction: generated only where the Speech Analytics licensing has been purchased. Luware can offer a service to export all data unencrypted to a customer-supplied, cloud-accessible storage account. This will be .JSON unencrypted.



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