EU Data Act Addendum to Broadpeak.io Terms & Conditions

This Addendum (“Data Act Addendum”) supplements and forms an integral part of the Broadpeak.io General Terms and Conditions (“Agreement”). It is introduced to ensure compliance with Regulation (EU) 2023/2854, commonly known as the EU Data Act, which establishes harmonized rules governing access to, use of, and sharing of data generated by connected products and related services within the European Union.

The purpose of this Addendum is to clarify the respective rights and obligations of Broadpeak.io, Users, and other relevant parties regarding the availability, access, use, and portability of data processed through the Broadpeak.io platform in conformance with the EU Data Act.

Except as expressly modified by this Addendum, all terms and conditions of the Agreement remain in full force and effect.

Scope

This addendum applies to all Users and Members accessing and using Broadpeak.io Services within the European Union processing Data subject to Regulation (EU) 2023/2854 (“EU Data Act”).

User Rights to Data Access and Sharing

- **Information**: Upon written request, including before subscription, Broadpeak.io will provide information on:
    - Exportable Data;

    - localization of the ICT infrastructure on which such Exportable Data are stored or processed;
    - details of the data structures and format types and expected volume of data generated, including standards and open interoperability specifications in which the data are exportable and available;
    - available procedures for Switching and porting such Exportable Data to an alternative data processing service;

- **Access to Data**: Users have the right to access Data processed through their use of Broadpeak.io Services, including personal data which they have a right to access and process, and non-personal data, in a structured, commonly used, and machine-readable format.
- **Third-Party Sharing**: Upon request, Broadpeak.io will make such Data available to a third party designated by the User under fair, reasonable, and non-discriminatory (FRAND) conditions to be agreed upon. Broapeak.io may require appropriate contractual safeguards to protect confidential information, trade secrets and IP.
- Users may terminate contracts with two 2 months prior notice, or any shorten notice period where required by applicable mandatory law or regulation and migrate data without undue delay or cost.

Switching and Interoperability

For any Data processing services being contracted:

- Users may terminate contracts **with two 2 months prior notice**;
- Users may require migration of their Data without undue delay or cost **with two 2 months prior notice**;

Broadpeak.io will implement **interoperability standards** to facilitate data portability and functional equivalence of Exportable Data during migration **without undue delay or cost.**

This may include:

- make open interfaces free of charge and equally available to all customers and the relevant destination cloud provider to facilitate the switching process for the purpose of data portability and interoperability;
- ensure compatibility with common specifications based on open interoperability specifications and harmonised standards (mandatory registration) or, alternatively, a structured, commonly used and machine-readable format which will be identified by Broadpeak.io;

For the avoidance of doubt, this shall in no event mean an obligation or an obligation to either develop new technologies or services, disclose or transfer digital assets protected by proprietary rights or constituting a trade secret, nor compromise the security and integrity of the Services or Content.

To initiate a Switch, Users must submit a request to contact@broadpeak.io

Broadpeak.io will complete the switching process within 30 calendar days from written notice, unless it is technically unfeasible for the provider to do so (in which case the period can be extended by up to 7 months) or the User elects to extend the switching period to one that is more appropriate to its own purposes.

Subject to the terms of the Agreement and performance of Users obligations hereunder and this Addendum, the Service(s) will remain available to Users throughout the switching process until completion.

User’s Obligations

The User undertakes to take all reasonable measures to achieve effective switching.

User is responsible for choosing how the Data is identified, extracted, exported, imported, and implemented when moving it either to User’s own on-premises IT environment or to a third party working on its behalf, the Destination Provider, as applicable.

If User elects to have a Destination Provider performing any part of the process on its behalf, User shall:

(a) give that third party the permissions and access they need through their account, under their sole responsibility and control, and
(b) if Broadpeak.io requires so, provide reasonable evidence showing that it has appointed such Destination Provider and that they agreed to comply with all obligations under this Addendum (and, where applicable, the Agreement) as if those obligations applied directly to them.

Even if a Destination Provider is involved in such process, User remains fully responsible and liable for all obligations under this EU Data Act Addendum.

Compensation and Costs

The charges to be paid by the User for Switching will be confirmed by Broadpeak.io at the time when the User has initiated such Switching process.

Where Data sharing involves compensation, Broadpeak.io will apply reasonable and transparent pricing, consistent with the principles of the EU Data Act.

Switching charges: Broadpeak.io may apply Switching charges on

the User for the switching process to the extent permitted under Article 29 of the Data Act.

Egress: Where a data processing service is being used in parallel with another data processing service, Broadpeak.io may impose data egress charges according to article 34 of the Data Act.

Broadpeak.io will offer consulting services which may help Users in extracting and transferring Data from the Platform and their account. Fees for such additional services are subject to standard fees.

End of the Switching process

As soon as the User notifies Broadpeak.io that the switching process is successfully completed, the Agreement will then automatically terminate. If the User does not notify Broadpeak.io that the switching has been completed, it is deemed that the Switching was not successful and the Agreement will not be terminated and will continue on its existing terms.

If the User does not want to switch but to erase their Exportable Data and Digital Assets, at the end of the agreed Notice Period, Broadpeak.io undertakes to notify the User of the termination of the Agreement. The Agreement shall be deemed terminated upon the User´s receipt of such notification.

Termination Fee: upon termination of the Agreement according to above paragraphs, the termination fees to be paid by the User to Broadpeak.io will be due immediately. The termination fee is the amount of the unpaid fees for the remaining term from the date of termination until end of the agreed Term for the Services set out in the Order. Broadpeak.io will deduct from the penalty any fees that Broadepak.io is refunded from the cloud platform provider or any purchased third-party

services through Broadoeak.io, if any, as a result of the early termination of the Term. Under no circumstances does this provision require Broadpeak.io to seek such fees from such third-party provider.

Broadpeak.io will ensure erasure of all Exportable Data and Digital Assets after the expiry of the data retrieval period of 30 days (or any alternative period agreed);

Trade Secrets and IP Protection

Any Data sharing and switching hereunder is subject to and will have to respect trade secrets, intellectual property rights of Broadpeak.io, and cybersecurity safeguards. Broadpeak.io may apply measures to protect sensitive information while fulfilling Data Act obligations. Certain communication may be subject to certain contract terms to be agreed in good faith to protect such interests.

GDPR

Processing of Personal Data remains subject to the General Data Protection Regulation (GDPR) and related EU privacy laws, Privacy Terms, including Data Processing Agreement if any is agreed between the Parties.

Public Bodies & Non-EU Governments

Broapeak.io may grant access to public authorities only in cases of **exceptional need**, as defined by the Data Act, and subject to required legal safeguards.

Data Act EU Standard Clauses

Broapeak.io acknowledges that, under **Article 41 of the EU Data Act**, the European Commission will develop and recommend **non-binding Model Contractual Terms (MCTs)** and **Standard**

Contractual Clauses (SCCs) to facilitate fair, reasonable, and non-discriminatory agreements.

These future clauses will serve as **best practice guidance** and will be integrated into Broapeak.io agreements to reduce legal uncertainty and promote trust in data-sharing and cloud service arrangements.

Application

In case of conflict of terms, such terms shall prevail over the General Terms and Conditions.

Data Act Notice

Further to the notice provision under the broadpeak.io terms & conditions, any notice provided to Broadpeak.io pursuant to this Addendum must be sent to legal@broadpeak.tv with subject matter: Data Act and the concerned Broadpeak.io Services

Definitions:

“Agreement” means the broadepak.io terms & conditions alone or together with any specific written agreement between the Parties in respect of the provision of Services including the Order form, any amendment thereof or supplement thereto, as well as all acts related to performance of the Agreement(s), including without limitation its annexes as well as as such Addendum.

“Broadpeak.io Service” as defined on the Broadpeak.io Services Page (https://www.broadpeak.io/applications/)

“User and Members” as defined in the Agreement

“Data” as defined in Article 2(1) Data Act. For easy reference: any digital representation of acts, facts or information and any compilation of such acts, facts or

information, including in the form of sound, visual or audio-visual recording.

“Data Act” means Regulation (EU) 2023/2854 (‘DA’).

“Data Processing Service” is the processing of Data as part of the Services provided by Broadpeak.io.

“Destination Provider” as mentioned in Article 2(34) Data Act, means the destination provider of data processing services, whereby the User changes from using the Data Processing Services from Provider to using another data processing service of the same service type, or other service, offered by such different provider of data processing services, or to an on-premises ICT infrastructure, including through extracting, transforming and uploading the data.

“Digital assets” or “User Content” as defined in Article 2(32) Data Act. For easy reference: elements in digital form, including content for which the User has the right of use, independently from the contractual relationship with the Data Processing Service it intends to switch from.

“Exportable data” as defined in Article 2(38) Data Act. For easy reference: the input and output data, including metadata, directly or indirectly generated, or cogenerated, by the User’s use of the Data Processing Service, excluding any assets or data protected by intellectual property rights, or constituting a trade secret, of the Provider or third parties.

“Maximum Notice Period” as defined in Article 25(2)(d) Data Act, is two (2) months.

“Order” the order form which describes the subscribed Services, and related conditions such as pricing model etc.

“Other Services” means all professional services of whatever nature to be provided by Provider to User under the Agreement as defined therein, that are not Data Processing Services.

“Party or Parties” means User or Broadpeak.io (aka Provider).

“Personal Data” as defined in Article 4, point (1), of Regulation (EU) 2016/679 (General Data Protection Regulation (‘GDPR’)).

“Provider” means the Broadpeak.io entity that provides the Data Processing Service as defined in the applicable Order and/or Agreement.

“Service Fee” means the fees due and owed by User to Provider as consideration for the provision of services as agreed by Parties under the Agreement.

“Switching” as defined in Article 2(34) Data Act. For easy reference: the process involving the (source) Provider, a User of a data processing services and, where relevant, a destination provider of data processing services, whereby the User of a data processing service changes from using one data processing service to using another data processing service of the same service type, or other service, offered by a different provider of data processing services, or to an on-premises ICT infrastructure, including through extracting, transforming and uploading the data.

“**Switching charges**” as defined in Article 2(36) Data Act. For easy reference: charges, other than standard service fees or early termination penalties, imposed by a provider of data processing services on a User for the actions mandated by the Data Act for switching to the system of a different provider or to on-premises ICT infrastructure.

Exhibit 1 – EXPORTABLE DATA

BROADPEAK.IO SERVICE	EXPORTABLE DATA	DATA STRUCTURE & FORMAT	DATA PORTABILITY & RESTRICTIONS
ASCDN	Configuration, consumption	**Configs:** JSON (via API) or self-service per API. **Consumption:** CSV (via Webapp), JSON (via API).	Rate limits apply to high-volume exports. Retention defaults to service policy.
Virtual Channel	Channel schedules, ad breaks events, consumption	**Configs:** JSON (via API) or self-service per API. **Consumption:** CSV (via Webapp), JSON (via API).	Rate limits apply to high-volume exports. Retention defaults to service policy.
Content Replacement	Replacement/blackout rules, match conditions, configuration, consumption	**Configs:** JSON (via API) or self-service per API. **Consumption:** CSV (via Webapp), JSON (via API).	Rate limits apply to high-volume exports. Retention defaults to service policy.
Dynamic Ad Insertion	Manifest transformation rules and configuration, consumption	**Configs:** JSON (via API) or self-service per API. **Consumption:** CSV (via Webapp), JSON (via API).	Rate limits apply to high-volume exports. Retention defaults to service policy.

Billing & Invoicing	Invoices, usage records (requests, GB-hours, channels, feature toggles), rate cards (if contract permits), credits/adjustments	**Invoices:** PDF.	Accessible via requests.
Account Tenant Data	Users	JSON via API or self-service via UI	

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BROADPEAK.IO service platform

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