

Private Pricing EU Data Act Switching Terms and Conditions

1. Purpose.

These Private Pricing EU Data Act Switching Terms and Conditions (these “**Terms & Conditions**”) apply to you, as a customer that has entered into a Private Pricing Addendum (an “**Addendum**”) with Amazon Web Services, Inc., Amazon Web Services EMEA SARL, and any other applicable AWS Party, and that wishes to amend or terminate such Addendum in connection with the exercise of your switch rights under the EU Data Act (a “**Switch**”) and subject to the EU Data Act Switch Addendum incorporated into the AWS Service Terms (the “**EUDA Switch Addendum**”). Unless otherwise defined in these Terms & Conditions, capitalized terms have the meanings set forth in your applicable Addendum, the EUDA Switch Addendum, the Agreement, or as described on the AWS Site.

2. Qualification; EUDA-Switch Initiation Process.

To qualify for an early termination or amendment under these Terms & Conditions, your Addendum must include EU Eligible Payer Accounts (each, an “**Eligible Addendum**”). If as part of your Switch you intend to cease using all Eligible Services through all EU Eligible Payer Accounts in an Eligible Addendum, then you may exercise an option under these Terms & Conditions to effect an early termination of such Eligible Addendum. If as part of your Switch you intend to cease using some but not all Eligible Services through EU Eligible Payer Accounts or to continue using Eligible Services through non-EU Eligible Payer Accounts under an Eligible Addendum, then you may exercise an option under these Terms & Conditions to effect an amendment to the Eligible Addendum. You must select and initiate each option through the general Switching Request process described in the EUDA Switch Addendum, where you will complete the “**EUDA Switch PPA Information Notice**” in the form attached as Schedule 1, and submit the completed EUDA Switch PPA Information Notice to AWS. AWS Customer Support will then notify you if your request qualifies as a Switch under the EU Data Act and confirm the date as of which you have provided a complete notice with all necessary information (“**EUDA Notice Date**”). Thereafter, your request as it relates to any Eligible Addendum will be handled under these Terms & Conditions pursuant to either Section 3 (Switch Termination Process) or Section 4 (Switch Amendment Process), as applicable.

3. Switch Termination Process.

3.1. Delivery of Estimated Switch PPA Termination Fee Notice.

Under the Switch Termination Process, AWS will use commercially reasonable efforts to provide you with a written notice in the form attached as Schedule 2 (the “**Estimated Switch PPA Termination Fee Notice**”) within three (3) weeks after applicable EUDA Notice Date. The Estimated Switch PPA Termination Fee Notice will set forth AWS’s good faith estimate of the “Switch PPA Termination Fees” (as described in Section 3.3) that would apply if the Eligible Addendum were terminated on an assumed termination date set forth in the notice.

3.2. Termination & Fee Obligations.

Following AWS’s delivery of the Estimated Switch PPA Termination Fee Notice, your Eligible Addendum will be deemed terminated effective as of the “**PPA-Switch Termination Date**,” which is: (i) the first day of the month following your delivery of a Switch Completion Notice under the EUDA

Switch Addendum, if delivered on or before the 20th of that month; or (ii) the first day of the second month following delivery of such Switch Completion Notice, if delivered after the 20th of that month.

Within sixty (60) days after the PPA-Switch Termination Date, AWS will invoice you for the applicable Switch PPA Termination Fees, as finally determined in accordance with Section 3.3 and based on the actual PPA-Switch Termination Date, as applicable. All Switch PPA Termination Fees are payment obligations under the Eligible Addendum and the payment terms of the Agreement, and will survive termination of the Eligible Addendum or the Agreement in accordance with their respective terms and these Terms & Conditions. Without limitation, AWS is entitled, upon prior written notice to you, to suspend the application of any discounting (including, any Cross-Service Discount or portion thereof) offered to you under any other Addendum for as long as you are in breach of your obligation to pay Switch PPA Termination Fees.

3.3. Switch PPA Termination Fees.

The **“Switch PPA Termination Fees”** will consist of the following applicable components, each calculated to reasonably reflect AWS’s unrecovered commitments and other costs and losses associated with the early termination of the Eligible Addendum:

- (1) **“Base Fee”** in an amount equal to the lesser of: (i) the Total Discounting Amount; or (ii) the Residual Spend Commitment;
- (2) **“Specialized Investment Fee”** in an amount equal to the total unamortized value of any Dedicated Customer Investments (calculated as of the PPA-Switch Termination Date) for projects the parties specifically agreed may be subject to Specialized Investment Fee charges under these Terms & Conditions; and
- (3) **“Special Circumstances Fee,”** in an amount not to exceed 2% of the Residual Spend Commitment, for any additional reasonable costs and expenses or losses incurred by AWS exceeding those referred to in (1) and (2) above, as a result of your early termination of the Eligible Addendum.

4. Switch Amendment Process.

4.1. Proposed Switch PPA Adjustment & Fee Notice.

Under the Switch Amendment Process, AWS will use commercially reasonable efforts to provide you with a written notice in the form attached as Schedule 3 (the **“Proposed Switch PPA Adjustment & Fee Notice”**) within three (3) weeks after the applicable EUDA Notice Date.

The Proposed Switch PPA Adjustment & Fee Notice will set forth:

- (1) A description of any commercial adjustments that AWS proposes to make to the Eligible Addendum as a result of your planned Switch. These may include, for example, forward-looking adjustments to any applicable Eligible Payer Accounts, Eligible Regions, discounts, rates, credits, spend commitments, service-use commitments, or other usage-based commitments (including for specific workloads or regions); and
- (2) AWS’s good faith estimate of applicable **“Switch PPA Amendment Fees,”** calculated using the same fee categories described in Section 3.2 (Base Fee, Specialized Investment Fee, Special Circumstances Fee), but adjusted to: (i) reflect an assumed effective date of the proposed

amendments, and (ii) proportionately account for the nature and scope of your Switch, including the relative impact of AWS's proposed commercial adjustments on applicable fee components.

4.2. Amendment Finalization.

Following delivery of the Proposed Switch PPA Adjustment & Fee Notice, the parties will work together in good faith to finalize an amendment to the Eligible Addendum reflecting the proposed adjustments to the Eligible Addendum's commercial terms and any associated Switch PPA Amendment Fees.

If the parties have not executed such amendment by the date you deliver your Switch Completion Notice in accordance with the EUDA Switch Addendum, AWS will, within three (3) weeks, deliver to you a **"Final Switch PPA Adjustment & Fee Notice"** that:

- (a) Removes from the Eligible Addendum the applicable EU Eligible Payer IDs identified in your EUDA Switch PPA Information Notice;
- (b) Makes specific adjustments to spend commitments under the Eligible Addendum, as reasonably determined by AWS, to reflect the proportionate impact of your Switch on the applicable commitment levels;
- (c) Makes specific adjustments to service-use or other usage-based commitments under the Eligible Addendum, as reasonably determined by AWS, to reflect the proportionate impact of your Switch on those commitments;
- (d) Modifies applicable discounting (including, any Discount, Cross Service Discount, Service-Specific Discounts, or Credits), or other pricing concessions under the Eligible Addendum to align proportionately with the adjustments to your affected commitments above, and take into account the reduced scope of the Eligible Addendum and the relative impact of your Switch on the underlying commercial terms; and
- (e) Notifies you of your final **"Switch PPA Amendment Fees,"** calculated using the proportional methodology described above with respect to the Proposed Switch Adjustment & Fee Notice, but further adjusted to reflect (i) the actual effective date of these adjustments, and (ii) AWS's final good faith determination of these amounts.

The adjustments to the Eligible Addendum set forth in the Final Switch PPA Adjustment & Fee Notice will be effective as of the date specified by AWS in such notice, and no later than the first day of the second month following your delivery of the Switch Completion Notice. AWS will invoice you for your final Switch PPA Amendment Fees within sixty (60) days after delivering the Final Switch PPA Adjustment & Fee Notice. All Switch PPA Amendment Fees are payment obligations under the Eligible Addendum and the payment terms of the Agreement, and will survive termination of the Eligible Addendum or the Agreement in accordance with their respective terms and these Terms & Conditions. Without limitation, AWS is entitled, upon prior written notice to you, to suspend the application of any discounting (including, any Cross-Service Discount or portion thereof) offered to you under any other Addendum for as long as you are in breach of your obligations to pay Switch PPA Amendment Fees.

5. Conflict; Original Effective Date; Modifications.

In the event of a conflict between these Terms & Conditions and the Eligible Addendum, any other Addendum, or the Agreement, these Terms & Conditions will control. The original effective date for these Terms & Conditions is September 12, 2025. We may modify these Terms & Conditions at any time by posting a revised version on the AWS Site (at <https://eudataact.s3.us-east-1.amazonaws.com/s3.amazonaws.com/eudataact.pdf>) or by otherwise notifying you in accordance with the Agreement. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. The date listed at the beginning of these Terms & Conditions will display the date of the latest modification.

6. Definitions.

The following capitalized terms used in these Terms & Conditions have the meaning given to them below:

“Dedicated Customer Investments” means infrastructure deployments, capacity reservations, or other non-recurring commercial expenditures by AWS that were made solely to support your workloads under an Eligible Addendum, and which AWS cannot, acting reasonably, repurpose for other customers upon termination or amendment of such Eligible Addendum in accordance with these Terms & Conditions.

“EU Data Act” means the Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data.

“EU Eligible Payer Accounts” means all Eligible Payer Accounts with a tax billing address in a European Union member state.

“Residual Spend Commitment” means an amount equal to the sum of: (a) the amount by which the Spend Commitment for the Switch-Contract Year exceeds the Commitment-Eligible Fees incurred during such Switch-Contract Year, as determined as of the PPA-Switch Termination Date; (b) the aggregate amount of all Spend Commitments applicable to any Contract Year following the Switch-Contract Year; and (c) if applicable, any remaining portion of the Total Commitment not already accounted for under (a) and (b), calculated as (i) the Total Commitment, minus (ii) the sum of (A) all Commitment-Eligible Fees incurred during the Discount Term, and (B) the amounts in (a) and (b).

“Switch-Contract Year” means the Contract Year in which the PPA-Switch Termination Date occurs.

“Total Discounting Amount” means the aggregate dollar value of all discounts (including Credits) applied to Eligible Accounts under the Eligible Addendum from the start of the Discount Term through the PPA-Switch Termination Date.

SCHEDULE 1

EUDA SWITCH PPA INFORMATION NOTICE

This EUDA Switch PPA Information Notice (“**Notice**”) is submitted by the undersigned customer (“**Customer**” or “**you**”) in connection with your initiation of a Switch under EU Data Act Switch Addendum incorporated into the AWS Service Terms (“**EUDA Switch Addendum**”).

By signing and submitting this Notice to AWS using the method provided by AWS Customer Support to you during the general Switching Request process described in the EUDA Switch Addendum, you (1) identify the Private Pricing Addendum(s) that you wish to modify or terminate in connection with the Switch (each, an “**Eligible Addendum**”), and (2) expressly agree to be bound by the Private Pricing EU Data Act Switching Terms and Conditions (available at <https://eudataact.s3.us-east-1.amazonaws.com/s3.amazonaws.com/eudataact.pdf>) (the “**Terms & Conditions**”) with respect to each such Eligible Addendum.

1. Customer Information.

Customer Name:	
Customer Contact Name, Title:	
Customer Contact Email:	
Current AWS Account Manager Name and Email (if known):	

2. **Preferred Notice Contact Email.** Without limiting any applicable notice provisions of any Eligible Addendum or the Agreement, please confirm the email address to which AWS may deliver any applicable Estimated Switch PPA Termination Fee Notice or Proposed Switch PPA Adjustment & Fee Notice pursuant to the Terms & Conditions.

[Recipient Name]	[Recipient Email]
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3. **Eligible Addendum.** Please list each Eligible Addendum below by name, AWS CC Matter Number (identifier typically located in top right corner of Addendum, e.g., “CC OTH 00005040 2006 TR) *and* Addendum Effective Date.

A. [Example: Private Pricing Addendum (CC OTH 00005040 2006 TR), dated October 1, 2015]
B. [Repeat for any additional Eligible Addendum]

4. **Eligible Addendum Information.** Please provide the requested information in the tables below for each Eligible Addendum.

A. <u>Eligible Addendum:</u> <i>[Name, AWS CC No. and Addendum Effective Date]</i>	
Discount Term:	
Names/Numbers, effective dates, and AWS CC Nos. of any amendments:	
Please indicate the nature of Customer's request for each Eligible Addendum identified above (check one):	<input type="checkbox"/> Termination (Switch Termination Process) Customer intends to cease use of all Eligible Services through all EU Eligible Payer Accounts under the Eligible Addendum.
	<input type="checkbox"/> Amendment (Switch Amendment Process) Customer intends to cease use of some but not all Eligible Services through EU Eligible Payer Accounts, or will continue use of Eligible Services through non-EU Eligible Payer Accounts under the Eligible Addendum.
If you have selected Termination (Switch Termination Process) please list all EU Eligible Payer Accounts under the Eligible Addendum:	
If you have selected Amendment (Switch Amendment Process) please provide the following: A. A description of how you anticipate your intended switch will affect your use of AWS Services for which you are receiving pricing discounts and other incentives under the Eligible Addendum, including with respect to the parties' performance of their obligations under the Eligible Addendum.	

<p>B. List of all EU Eligible Payer Accounts being removed from the Eligible Addendum:</p>	
<p>C. List of EU Eligible Payer Accounts not being removed from the Eligible Addendum:</p>	

[Customer to duplicate table and repeat for each additional Eligible Addendum]

AGREED BY: [CUSTOMER]

By: _____

Name: _____

Title: _____

Date signed: _____

SCHEDULE 2

ESTIMATED SWITCH PPA TERMINATION FEE NOTICE

This Estimated Switch PPA Termination Fee Notice (“**Notice**”) is delivered by the undersigned [APPLICABLE AWS PARTY] (“**AWS**”) to [CUSTOMER NAME] (“**you**”) in accordance with the Private Pricing EU Data Act Switching Terms and Conditions (available at <https://eudataact.s3.us-east-1.amazonaws.com/s3.amazonaws.com/eudataact.pdf>) (the “**Terms & Conditions**”). Capitalized terms used but not defined in this Notice have the meanings given in the Terms & Conditions.

1. Basic Information.

Customer Name:	
Eligible Addendum(s):	A. [Name, AWS CC No. and Addendum Effective Date] B. [Repeat for any additional Eligible Addendum]
EUDA Notice Date:	
AWS Strategic Customer Engagement (SCE) Main Contact Name & Email:	

2. PPA Termination Fee Estimate. In accordance with the Terms & Conditions, below is an estimate of applicable “Switch PPA Termination Fees” for each Eligible Addendum listed above.

A. Eligible Addendum: [Name, AWS CC No. and Addendum Effective Date] Assumed PPA-Switch Termination Date: [AWS to Insert]		
<u>Fee Component</u>	<u>Amount</u>	<u>Description / Calculation Notes</u>
(1) Base Fee	\$_____.	Lesser of Total Discounting Amount or Residual Spend Amount
(2) Specialized Investment Fee	\$_____.	Unamortized Dedicated Customer Investments
(3) Special Circumstances Fee	\$_____.	If applicable, up to 2% of Residual Spend Amount

Total Termination Fee:	Estimated Switch PPA	\$_____.	
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[AWS to duplicate table and repeat for additional applicable Eligible Addendum]

[AWS PARTY]

By: _____

Name: _____

Title: _____

Date signed: _____

SCHEDULE 3

PROPOSED SWITCH PPA ADJUSTMENT & FEE NOTICE

This Proposed Switch PPA Adjustment & Fee Notice (“**Notice**”) is delivered by the undersigned [APPLICABLE AWS PARTY] (“**AWS**”) to [CUSTOMER NAME] (“**you**”) in accordance with the Private Pricing EU Data Act Switching Terms and Conditions (available at <https://eudataact.s3.us-east-1.amazonaws.com/s3.amazonaws.com/eudataact.pdf>) (the “**Terms & Conditions**”). This Notice outlines AWS’s proposed commercial adjustments to each Eligible Addendum identified below and estimate of any associated Switch PPA Amendment Fees, in connection with your Switch. Capitalized terms used but not defined in this Notice have the meanings given in the Terms & Conditions.

1. Eligible Addendum and Switch Overview.

Customer Name:	
Eligible Addendum(s):	A. <i>[Eligible Addendum and Addendum Effective Date]</i> B. <i>[Insert as necessary]</i>
EUDA Notice Date:	
AWS Strategic Customer Engagement (SCE) Main Contact Name & Email:	

2. Eligible Addendum and Switch PPA Adjustments & Amendment Fees. In accordance with Section 4 of the Terms & Conditions, AWS proposes the following commercial adjustments and estimate of applicable Switch PPA Amendment Fees for each Eligible Addendum listed above:

A. Eligible Addendum: <i>[Name, AWS CC No. and Addendum Effective Date]</i>	
<i>[Proposed Amendment Effective Date]</i>	<i>[Date]</i>
<i>[Spend commitments]</i>	<i>[e.g., Reduce from \$X to \$Y for remaining Discount Term]</i>
<i>[Use commitments]</i>	<i>[List changes, if any]</i>
<i>[Discount, Service-Specific Discount, Service-Specific Rates, etc.]</i>	<i>[Describe changes, or removal; any account- or region-specific adjustments, if applicable]</i>
<i>[Credits]</i>	<i>[Describe any adjustments to current or future Credits]</i>
<i>[Other adjustments]</i>	<i>[List changes, if any]</i>

<u>Switch PPA Amendment Fee Estimate:</u>		
Fee Component	Amount	Description / Calculation / Adjustment Notes
(1) Base Fee (as adjusted)	\$_____.	
(2) Specialized Investment Fee (as adjusted)	\$_____.	
(3) Special Circumstances Fee (as adjusted)	\$_____.	
Total Estimated Switch PPA Amendment Fee:	\$_____.	

[AWS to duplicate table and customer response request and repeat for additional applicable Eligible Addendum]

[AWS PARTY]

By: _____

Name: _____

Title: _____

Date signed: _____