EU Data Act Addendum

This EU Data Act Addendum applies exclusively to TeamViewer Data Processing Services defined in **Annex 1** ("**In-Scope Service(s)**"), that are supplied to a Customer in the European Union under a Contract concluded on or after 12 September 2025. It governs the process whereby Customer requests to switch an In-Scope Service and migrate its Exportable Data and Digital Assets, as specified **in Annex 1**, excluding any Excluded Data. "**Excluded Data**" means (a) data specific to the internal functioning of an In-Scope Service that would, if exported, risk a breach of TeamViewer's trade secrets, namely TeamViewer-generated data (including metadata) that is (i) not directly related to Customer's use of the In-Scope Service(s) and (ii) derived from TeamViewer's systems and operation of the In-Scope Service(s)); (b) data related to integrity and security of the In-Scope Service(s) that would, if exported, expose TeamViewer to cybersecurity vulnerabilities; (c) data not directly or indirectly generated or cogenerated by Customer's use of an In-Scope Service; and (d) assets or data protected by intellectual property rights, or constituting a trade secret, of TeamViewer or third parties.

Customer may request to switch to a different third-party service provider ("**Destination Provider**") or to its own on-premises infrastructure in accordance with Regulation (EU) 2023/2854 ("**EU Data Act**") (collectively, "**Switching**"). In the event of a conflict with other terms of the EULA regarding this subject matter, this Addendum prevails. Capitalized terms used but not defined in these special terms shall have the meaning given to them in the EULA or EU Data Act, as applicable.

1. Switching Notice.

Customer shall initiate the Switching by providing a two-month notice to TeamViewer via switching request form (here) ("**Switching Notice**"), notifying whether it (i) requests support for the Switching (sec. 2); or (ii) elects only to erase data (sec. 8).

2. Transitional Period

The Switching shall begin on the later of: (a) the day following the expiry of the two-month period following TeamViewer's receipt of the Switching Notice; or (b) the start date requested by Customer in the Switching Notice. If, at the time of TeamViewer's receipt of the Switching Notice, the remaining Subscription Term is shorter than the two months period referred to in (a), the Transitional Period shall instead commence on the day following the expiry of the Subscription Term, unless otherwise agreed between the Parties. The Switching shall be completed within thirty (30) calendar days ("**Transitional Period**"), unless extended: (i) by TeamViewer, if technically unfeasible, notifying Customer within fourteen (14) working days of receipt of the Switching Notice; or (ii) by Customer, once, notifying TeamViewer before the expiry of the Transitional Period. The requested extension shall not exceed seven (7) months.

3. Switching support and cooperation

During the Transitional Period, TeamViewer shall provide reasonable assistance to Customer and third parties authorised by the Customer for Switching, act with due care to maintain business continuity, and continue the provision of the Services under the Contract to the extent the Subscription Term is still running, provide information concerning known continuity risks, and maintain the agreed security level throughout the Switching. Both Parties shall cooperate in good faith to ensure the Switching Process is effective and timely. Customer shall use adequate self-serve tooling which may be provided to Customers to retrieve the Exportable Data and Digital Assets.

4. Customer obligations

Customer is responsible for managing the Switching Process, including importing and implementing Exportable Data and Digital Assets in the destination environment. If Customer engages a third party (including any Destination Provider) for Switching, Customer must ensure that such party has the required authorization and provide evidence of the appointment and the third party's acceptance of Customer's obligations. Customer remains fully liable for the acts of such third parties.

5. Completion

Customer shall notify TeamViewer of the successful completion of Switching without undue delay.

6. Retrieval Period

Following the Transitional Period, Customer may retrieve its Exportable Data and Digital Assets within thirty (30) calendar days ("**Retrieval Period**").

7. Data deletion

Upon the expiry of the Retrieval Period, TeamViewer shall erase Exportable Data and Digital Assets directly generated by or relating directly to Customer, to the extent: (i) the Switching has been successfully completed; (ii) the data is not required for other Services Customer continues to use; and (iii) no retention is required by applicable law or regulations (in which case TeamViewer shall inform Customer of the retention details if permitted).

8. Termination

Upon Customer´s submission of a Switching Notice, the In-Scope Service(s) shall not automatically renew for any subsequent Renewal Term. Other Services under the Contract remain unaffected. The Contract, solely regarding the specific In-Scope Service(s) being switched, shall terminate at the earlier of the expiry of the Subscription Term, or: (i) if Customer elects only to erase data without Switching, two (2) months following TeamViewer's receipt of the Switching Notice; or (ii) if Customer requests support for the Switching, upon successful completion of Switching. TeamViewer shall inform Customer of the termination. If termination occurs prior to the expiration of a Subscription Term, no refund shall apply for the terminated In-Scope Services.

9. International Data Access and Transfers

TeamViewer maintains technical, organizational, and contractual measures designed to prevent unlawful international or third-country governmental access to non-personal data stored in the EU, as set out in the TeamViewer Data Processing Agreement and Trust Center.

Annex 1 to the EU Data Act Addendum

In-Scope Services and Exportable Data

This **Annex 1** outlines the categories of Exportable Data and Digital Assets, applicable export methods and formats, relevant standards and applicable open interoperability specifications for each In-Scope Service. The information provided in this Annex 1 does not constitute a description of the In-Scope Services, or other products, or services provided. The agreed product and services are determined exclusively by the agreements concluded.

Due to technical changes (e.g., due to further developments and improvements or due to legal requirements), the information described in this **Annex 1** may change at any time and be updated by TeamViewer to include additional information and services and data categories. If significant changes occur, an updated version of the information will be made available in a timely manner by appropriate means.

1. General Information

1.1. Estimated Time for Export and Transfer

The estimated time for the export and transfer of the Exportable Data and Digital Assets is highly dependent on several factors, including the total volume of data, Customer's available network bandwidth, network latency, and the time required for TeamViewer to process and package the Exportable Data and Digital Assets for export.

2. In-Scope Service: TeamViewer Backup

2.1. Service Description

TeamViewer Backup is a cloud-based service that allows customers to back up files and folders from their endpoints to secure cloud storage and restore them when needed. Backups can be configured with individual policies, schedules, and file-type inclusions/exclusions.

2.2. Exportable Data and Digital Assets

2.2.1. Back-up Files and Folders

- Description: The complete set of files and folders stored by Customer in TeamViewer Backup.
- Export Method: Export via product.
- Export Format: Original file formats.

2.2.2. Backup Metadata

- Description: Information about the backup jobs.
- Export Method: Export via product.
- Export Format: Structured data format.

2.2.3. Configuration and Policies

- Description: All user-defined backup policies, including schedules, file selection/exclusion rules, and retention period settings.
- Export Method: Export via product.
- Export Format: Structured data format.

3. In-Scope Service: TeamViewer Session Insights

3.1. Service Description

TeamViewer Session Insights is a feature that uses artificial intelligence to automatically analyze remote support sessions, generate concise summaries, identify key actions, and provide analytics on support patterns. It helps document sessions, identify recurring problems, and optimize IT processes. The service processes session data, which may include personal data, and uses third-party AI providers.

3.2. Exportable Data and Digital Assets

3.2.1. Session Summaries and Reports

- Description: The AI-generated summaries and reports for each support session analyzed.
- Export Method: Export feature within the product settings.
- Export Format: A structured data format (e.g., JSON).

3.2.2. Session Analytics and Metrics

- Description: data from the analytics dashboard, including metrics like session duration, issue types, and sessions per expert.
- Export Method: Export feature within the product settings.
- Export Format: Structured data format (e.g., JSON).

3.2.3. Configuration Data

- Description: Customer-specific settings for the AI services, such as activation status and custom-defined rules.
- Export Method: Export feature within the product settings.
- Export Format: Structured data format (e.g., JSON).