



EU Data Act Switching and Exit Plan

This EU Data Act Switching and Exit Plan (“**Plan**”) applies to Aternity EUEM and its modules (“**Data Processing Service**”) and supplements the EU Data Act Switching Addendum between Riverbed and Customer (“**Addendum**”). Capitalized terms used in this Plan, but not defined herein, will have the meanings attributed to such terms in the Addendum.

1. **Contact Details.** Customer shall open a support case to initiate a Valid Request via the Riverbed Support Portal (<https://support.riverbed.com>) in accordance with the Addendum and shall include Customer’s relevant contact details therein.

2. **Exportable Data.** Upon receipt of a Valid Request, the following categories of Exportable Data are eligible for transfer during the Switching:

2.1. **Data.**

(a) All Data imported by the Customer at the beginning of the Agreement including metadata (*input Data*):

Data	Metadata	Format
Location mapping	Device name, IP subnet	CSV file uploaded by the Customer
User information	User name, email address, dept	EntraID integration

(b) All Data directly or indirectly co-generated by the Customer’s use of the Data Processing Service:

Data	Metadata	Format
Device inventory, performance metrics, health, application usage, application events, device telemetry, runbook executions, user interactions, sentiment, remediation action logs, survey results, audit.	Defined in the Help	REST API as defined in the Help

2.2. **Digital Assets.**

Data	Metadata	Format
N/A - none		

2.3. Riverbed’s list of categories of data that are exempted:

(a) Categories of data specific to the internal functioning of Riverbed’s Data Processing Service where a risk of breach of the Riverbed’s trade secrets exists, including without limitation:

- (i) Riverbed’s source code
- (ii) Riverbed’s proprietary algorithms
- (iii) Custom Dashboards, Custom Activities and Monitors
- (iv) Runbooks

(b) data protected by intellectual property rights of Riverbed or third parties

(c) data constituting trade secrets of Riverbed or a third party

3. **Confirmation of the Data to be Switched.** The Customer must indicate which Exportable Data they want to receive within the agreed (or alternative) Transition Period.

4. **Order, Timing and Testing.** During the Transition Period:



4.1. The agreed order and timing for exporting and transferring the chosen Exportable Data will be as reasonably determined by the parties.

4.2. Riverbed or Customer, using Riverbed's tools and processes, will test the export and transfer to the agreed location with a part of the agreed Exportable Data, to confirm or adapt the order and timing.

4.3. Customer will test the import and implementation of the agreed Exportable Data in their own systems or the systems of the Destination Provider.

4.4. If there are problems with the testing or the results of the testing, Riverbed and the Customer will determine whether they arise from the export of the agreed Exportable Data and transfer processes under Riverbed's responsibility or from their import and implementation processes under the Customer's responsibility.

5. **Execution of the Switching.**

5.1. Riverbed shall export (without deleting) and transport by electronic or physical means the Exportable Data to the location specified by the Customer and the Customer (or any third parties the Customer has authorized) must import and implement the Exportable Data into their own systems or in the systems of the Destination Provider.

5.2. The Customer (or any third parties the Customer has authorized) shall test the functionalities in their environment or the environment of the Destination Provider and document for Riverbed any problems that arise from (i) the quality of the Exportable Data exported or (ii) insufficient information given by Riverbed.

5.3. Riverbed shall react so that the Customer can switch within the mandatory Transition Period.

6. **Successful Switching.** As soon as the Customer notifies Riverbed that the Switching is successfully completed, Riverbed undertakes to notify the Customer immediately of the contract termination with respect to the applicable Data Processing Service. If the Customer does not notify Riverbed about successful Switching or the lack thereof, while Riverbed has grounds to believe that the Switching was successfully completed by the Customer, Riverbed may send the Customer a request for confirmation whether a successful Switching took place. If the Customer will not confirm successful Switching within 14 calendar days from such request, it will be deemed that the Switching was not successful, and the Agreement will not be terminated.