

## **Data Act Addendum**

### **1. Purpose and Scope**

This Addendum governs customer switching rights under Chapter VI of Regulation (EU) 2023/2854 (the EU Data Act). Where Tieto provides a data processing service within the meaning of the EU Data Act, this Addendum sets out Tieto's obligations and the Customer's rights regarding switching between data processing services.

The rights of the Customer and the obligations of Tieto in relation to switching shall be set out in the Agreement including this Addendum.

### **2. Right to Switch**

Customer may switch from Tieto's data processing service to another data processing service provider covering the same service type, to an on-premises ICT infrastructure, or, where relevant, use several providers of data processing services at the same time.

The Customer shall notify Tieto of its decision to: (a) switch to a different provider of data processing services, in which case the Customer shall provide the necessary details of that provider; (b) switch to an on-premises ICT infrastructure; or (c) erase its exportable data and digital assets.

### **3. Initiating Switching**

The Customer can initiate the switching process by submitting a switching request through the means defined in the Agreement.

Upon receipt of the request, Tieto will acknowledge it and provide information concerning known risks to continuity in the provision of the functions or services as well as information on expected steps and indicative timelines.

### **4. Notice Period and Transitional Period**

Initiation of the switching process shall be subject to a notice period of two (2) months.

After the notice period, switching shall take place without undue delay and in any event not after the mandatory maximum transitional period of 30 calendar days. During the transitional period, the Service Agreement shall remain in force, and Tieto shall be entitled to invoice the Customer in accordance with the Agreement.

Where the mandatory maximum transitional period is technically unfeasible, Tieto shall notify the Customer within 14 working days of receiving the switching request, and shall justify the technical unfeasibility and indicate an alternative transitional period, which shall not exceed seven (7) months. Service continuity shall be ensured throughout the alternative transitional period.

The Customer has the right to extend the transitional period once for a period that the Customer considers more appropriate for its own purposes.

The Agreement shall be considered to be terminated and the Customer shall be notified of the termination: (i) where applicable, upon the successful completion of the switching process; or (ii) at the end of the maximum notice period, where the Customer does not wish to switch but to erase its exportable data and digital assets upon service termination.

## 5. Tieto's Support During Switching

During the transitional period, Tieto shall:

- (a) provide reasonable assistance to the Customer and third parties authorised by the Customer in the switching process;
- (b) act with due care to maintain business continuity, and continue the provision of the functions or services under the Agreement;
- (c) provide information concerning known risks to continuity in the provision of the functions or services on the part of Tieto as the source provider of data processing services;
- (d) ensure that the agreed level of security is maintained throughout the switching process, in particular the security of the data during their transfer and the continued security of the data during the retrieval period, in accordance with applicable Union or national law;
- (e) support the Customer's exit strategy relevant to the contracted services, including by providing all relevant information;
- (f) make open interfaces available to the Customer and the concerned destination providers of data processing services to facilitate the switching process, with sufficient information on the service concerned to enable the development of software to communicate with the services, for the purposes of data portability and interoperability (where applicable to services other than IaaS).

## 6. Customer's Role

The Customer is responsible for:

- (a) identifying the destination environment or provider;
- (b) defining the scope of data and preferred formats;
- (c) completing the required actions in a timely manner; and
- (d) verifying the successful import and functioning of the data in the destination environment.

Except as expressly set out in the Agreement or required under applicable law, any tasks, preparations, decisions, or actions necessary to enable or complete the switching process shall be the responsibility of the Customer.

## 7. Exportable Data and Digital Assets

The Agreement shall specify:

- (a) an exhaustive specification of all categories of data and digital assets that can be ported during the switching process, including, at a minimum, all exportable data;
- (b) an exhaustive specification of categories of data specific to the internal functioning of Tieto's data processing service that are to be exempted from the exportable data where a risk of breach

of trade secrets exists, provided that such exemptions do not impede or delay the switching process

At the request of the customer, Tieto shall export all exportable data in a structured, commonly used, and machine-readable format.

## **8. Retrieval Period and Data Deletion**

Following completion of the transitional period, the Customer is granted a period for data retrieval of 30 calendar days, starting after the termination of the transitional period, unless the Parties have agreed on an alternative period.

Tieto guarantees full erasure of all exportable data and digital assets generated directly by the Customer, or relating to the Customer directly, after the expiry of the retrieval period or after the expiry of an alternative agreed period at a date later than the date of expiry of the retrieval period, provided that the switching process has been completed successfully.

## **9. Switching Charges**

Until 12 January 2027, Tieto may impose switching charges on the Customer for the switching process, which shall not exceed the costs incurred by Tieto that are directly linked to the switching process concerned. From 12 January 2027, Tieto shall not impose any switching charges on the Customer for the switching process.

The Agreement shall specify standard service fees and switching charges that may be imposed by Tieto in accordance with Article 29 of the EU Data Act. Where switching charges are not separately specified, such charges shall be calculated in accordance with the hourly rates agreed in the Agreement.

Early termination of a fixed-term Agreement may require payment of fees due until the end of the agreed contract period, unless otherwise specified in the Agreement. Such payment shall be considered an early termination penalty within the meaning of Recital 89 of the EU Data Act.

Where relevant, Tieto shall provide information to the Customer on data processing services that involve highly complex or costly switching or for which it is impossible to switch without significant interference in the data, digital assets or service architecture, and shall make such information available to customers in an accessible way.

Optional migration tools or consulting services beyond Tieto's mandatory switching obligations may be offered separately at cost, subject to the Customer's prior agreement to the price of those services.

## **10. Custom-Built Services (Article 31 Exemption)**

The obligations laid down in Article 23(d) (functional equivalence), Article 29 (switching charges) and Article 30(1) and (3) (IaaS functional equivalence and standards compatibility) of the EU Data Act shall not apply to Tieto's data processing services of which the majority of main features has 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 where those data processing services are not offered at broad commercial scale via the service catalogue of Tieto.

The obligations laid down in Chapter VI of the EU Data Act shall not apply to data processing services provided as a non-production version for testing and evaluation purposes and for a limited period of time.

Where Tieto relies on this exemption, Tieto shall notify the Customer in the Agreement of such impact on the Service, including the applicable timelines, formats, interfaces and any charges that may apply.

### **11. Scope of Responsibility**

The responsibilities of Tieto laid down in this Addendum shall apply only to the services, contracts or commercial practices provided by Tieto as the source provider of data processing services.

Tieto is not responsible for the technical feasibility, compatibility, performance, or availability of any destination provider or environment, nor for data transfers outside Tieto's reasonable control.

Tieto shall not be required to develop new technologies or services, or disclose or transfer digital assets that are protected by intellectual property rights or that constitute a trade secret, to a Customer or to a different provider of data processing services or compromise the Customer's or Tieto's security and integrity of service.

### **12. Jurisdiction and Governmental Access Safeguards**

Tieto makes the following information available on its websites and keeps that information up to date: (a) the jurisdiction to which the ICT infrastructure deployed for data processing of its individual services is subject; and (b) a general description of the technical, organisational and contractual measures adopted by Tieto in order to prevent international governmental access to or transfer of non-personal data held in the Union where such access or transfer would create a conflict with Union law or the national law of the relevant Member State.

Further information is available in Tieto's Privacy Notice: [Privacy notice](#)

### **13. Good Faith Cooperation**

All parties involved, including destination providers of data processing services, shall cooperate in good faith to make the switching process effective, enable the timely transfer of data and maintain the continuity of the data processing service.

### **14. Amendments**

Tieto may update this Addendum from time to time to reflect changes in law, technology, or business practices. Material changes will be communicated to the Customer in accordance with the Agreement.