

**This QA EU Data Act Addendum ("Addendum") supplements the SaaS Terms between the Supplier and Customer solely for Customers established or based in the European Economic Area ("EU Customers"). The purpose of this Addendum is to ensure compliance with the EU Data Act (Regulation (EU) 2023/2854) (the "Act"). For all customers which are not EU Customers, the SaaS Terms continue to apply unchanged. To the extent of any conflict or inconsistency between the terms of this Addendum and any other terms which form part of the Contract then this Addendum shall prevail. For the purposes of this Addendum, any term not expressly defined in the Contract shall have the meaning given to it in the Act. This QA EU Data Act Addendum is effective from 1 May 2026.**

## 1. The Act

- 1.1. The Parties shall comply with the requirements of the Act.
- 1.2. The Customer shall provide all assistance and information reasonably required by the Supplier to comply with the terms of the Act.
- 1.3. To the extent any provisions of the Contract are deemed invalid, illegal or unenforceable due to the Act, the applicable provisions shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Contract.
- 1.4. Neither Party shall be permitted to use data or Confidential Information of the other Party which is significantly detrimental to the legitimate interests of the other party.
- 1.5. The following website details:
  - 1.5.1. the jurisdiction the Services are subject to; and
  - 1.5.2. a general description of the technical, organisational and contractual measures adopted by the Supplier in order to prevent international governmental access to or transfer of non-personal data held in the European Union where such access or transfer would create a conflict with European Union law or the national law of the relevant Member State,

[www.qa.com/legal\\_documents/customer-data-return-and-transfer-policy.pdf](http://www.qa.com/legal_documents/customer-data-return-and-transfer-policy.pdf).

## 2. Exit

- 2.1. Details regarding:
  - 2.1.1. service fees can be found in the Order;
  - 2.1.2. early termination penalties can be found in this Addendum; and
  - 2.1.3. Exportable Data and the Supplier's on-line register with data structures and formats, relevant standards and open interoperability specifications for Data can be found at [www.qa.com/legal\\_documents/customer-data-return-and-transfer-policy.pdf](http://www.qa.com/legal_documents/customer-data-return-and-transfer-policy.pdf). (the "Data Spec and Plan").
- 2.2. The Data Spec and Plan also contains details regarding switching and exit assistance provided by the Supplier and a description of the sequence of operations proposed by the Supplier to switch the Services.
- 2.3. The Customer must give the Supplier two months notice that it is initiating a switching of Services from the Supplier. If the Customer wishes to switch only with regard to certain Services it must specify that in the notice.
- 2.4. The Customer must ensure the switching notice contains all information reasonably required by the Supplier to assist in the switching process. The notice must specify whether the Customer wishes to switch to a different provider 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.
- 2.5. When the Supplier is unable to meet the Transitional Period (as specified in paragraph 2.12) it shall liaise with the Customer in good faith and the parties shall agree on an appropriate period to transition Services to a replacement supplier, to the Customer or to erase Exportable Data.
- 2.6. The Supplier shall provide reasonable assistance to the Customer and third parties authorised by the Customer once the switching process of Services starts and throughout its duration including by providing information (including documentation necessary to complete switching) and technical support.
- 2.7. The Customer shall take measures to achieve effective switching.
- 2.8. The Customer shall be responsible for the import and implementation of Exportable Data and Digital Assets in their own systems or in the systems of the replacement supplier.

- 2.9. The Customer or third parties authorised by them, including the replacement supplier, undertake to respect the intellectual property rights of any materials provided in the switching process by the Supplier, as well as Supplier's trade secrets.
- 2.10. The Customer shall only share information insofar as necessary to complete the switching process until the end of the agreed Transitional Period respecting the confidentiality and intellectual property rights granted by the Supplier.
- 2.11. The charges to be paid by the Customer for switching (if any) shall be as specified in the Order and shall only be applied where permitted by the Act.
- 2.12. The Customer shall be provided with a minimum period for retrieval of Exportable Data of at least 30 calendar days commencing after completion of the notice period for switching (the "Transitional Period"). The Customer may request an extension Transitional Period once acting reasonably.
- 2.13. The Supplier shall erase of all Exportable Data and Digital Assets generated directly by the Customer, or relating to the Customer after the expiry of the Transitional Period or after the expiry of data retention periods specified in the Contract (where longer) provided the switching process has been successfully concluded.

## 3. Termination

- 3.1. The Agreement will be considered terminated between the Parties when one of the following events has occurred in full:
  - 3.1.1. Where applicable, on the successful completion of the switching process referred to in Paragraph 1 of this Addendum; or
  - 3.1.2. Where the Customer does not wish to switch but wishes to erase its exportable data and digital assets upon completion of the two month's notice to switch.
- 3.2. Should termination under Paragraph 3.1 occur before the agreed duration of the Subscription Term, then the following early termination fees will apply:

$$\text{Early Termination Fee} = (\text{Charges} / \text{Subscription Term}) * \text{Non-Elapsed Months}$$

Where:

**Charges:** means the total Charges payable under the Contract;  
**Duration Of Contract:** Means the number of months during the Subscription Term;  
**Non Elapsed Months:** means the number of full payment months outstanding between the date of termination of the Contract and the end of the Subscription Term.

- 3.3. The Early Termination Fee shall be pro-rated where Services are terminated in part.
4. **Security and Operational Continuity**
  - 4.1. In accordance with Applicable Law, the Supplier shall apply the most appropriate technical and organisational measures to ensure the level of security and resilience appropriate to the risks presented by the Services and their intended and reasonably foreseeable use including during the switching process.
  - 4.2. The Supplier shall use reasonable endeavours to avoid service disruptions and maintain continuity of the services including during the switching process.
  - 4.3. At the Customer's request, the Supplier shall, without undue delay, provide the Customer with a summary of the key elements of the Supplier's security measures and related security management, and of its business continuity and related contingency management and of any material changes to any of the above.
5. **Contact Information**
  - 5.1. The Supplier shall ensure that contact details for individuals at the Supplier to initiate a switching process are readily available and/or shall be provided promptly upon request.
  - 5.2. The parties shall cooperate in good faith in relation to the switching process.
  - 5.3. Subject to continued payment of Charges, the Supplier agrees to continued provision of the Services to the Customer following termination for such period as is reasonable to allow the Customer to switch to an alternative supplier of the services.
6. **Liability**



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- 6.1. Nothing in the Contract shall limit or exclude either Party's liability for breach of the Contract arising due to wilful intent, wilful misconduct or gross negligence.
  - 6.2. The Supplier is not liable for a breach of the Supplier's obligations as set out in: (i) Article 23(d) of the Act; (ii) Article 29 of the Act; or (iii) Articles 30(1) and (3) of the Act where most of the main features in the Supplier's Services are custom-built to accommodate the Customer's specific needs or where all components have been developed for the Customer's purposes, and where those Services are not offered at broad commercial scale via the Supplier's service catalogue.
  - 6.3. Except as otherwise stated in Paragraphs 6.1 and 6.2, a Party's liability shall be as specified in the remainder of the Contract.
  - 6.4. Nothing in the Contract shall provide a Party with the right to unilaterally determine whether Services or data supplied to the other Party is in conformance with the Contract or to interpret any contractual term of the Contract. Where disputes arise in such cases they shall be escalated in good faith between the parties or, where necessary, determined by an independent third party appointed mutually by the parties or referred for resolution in accordance with Condition 18 of the General Terms of Sale.
  - 6.5. The Customer agrees that is has had opportunity to review and negotiate the terms of this Contract and shall raise any issues with the fairness of contractual terms prior to entering into the Contract with the Supplier.
- 7. Amendment**
- 7.1. Without prejudice to Paragraph 7.2 of this Addendum, the Supplier shall not make substantially changes to the Charges specified in the Contract or any other substantive condition related to the nature, format, quality or quantity of the data to be shared with the Customer, where there is no valid reason and where the Supplier has not provided the right to terminate the Contract.
  - 7.2. The Supplier acknowledges that Charges may be increased in accordance with Condition 5.12 of the General Terms of Sale and any increases made expressly known to the Customer within the Contract and the Customer agrees that such changes shall not be considered substantial changes for the purposes of Paragraph 7.1 of this Addendum nor the Act.