Schedule 7 — Exit, Portability and Switching

ATSC Global Limited · what happens to Customer Data at the end of a Service, implementing Chapter VI of the EU Data Act

Field	Detail
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Applies to	Every Service hosted by or for the Supplier. For software deployed on the Customer's own infrastructure, only paragraph 9 applies.
Legal basis	Regulation (EU) 2023/2854 (the Data Act), Articles 23 to 31, applicable since 12 September 2025; GDPR Articles 20 and 28(3)(g)

1. Definitions

1.1 Capitalised terms not defined here have the meaning given in Schedule 1 (Definitions). In this Schedule:

"Destination" means a different provider of data processing services, or the Customer's own on-premise infrastructure, nominated by the Customer.

"Exportable Data" means the input and output data, including metadata, directly or indirectly generated or co-generated by the Customer's use of a Service, together with the Customer's configuration, as listed in paragraph 4. It excludes Supplier Materials, Service Data and Aggregated Data, and any data or digital asset protected by the Supplier's or a third party's Intellectual Property Rights or trade secrets.

"Switching" means the process in which the Customer moves from a Service to a Destination, or to another Service of the Supplier, including the extraction, transformation and uploading of Exportable Data.

"Notice Period" means the period between the Customer's switching request and the start of the Transitional Period, as set out in paragraph 2.

"Transitional Period" means the period in paragraph 3 during which the Supplier completes Switching.

"Retrieval Period" means the period in paragraph 5 after the Transitional Period during which the Customer may retrieve Exportable Data.

2. Switching request and notice

2.1 The Customer may, at any time, request Switching of all or part of a Service, or the erasure of its Exportable Data, by written notice to the Supplier. The Notice Period is the period the Customer specifies, and shall not exceed two (2) months.

2.2 A switching request does not of itself terminate a Works Order. Where the Customer is in a committed subscription term, the Fees for the remainder of that term remain payable in accordance

with the Works Order, save where the Customer terminates for the Supplier's breach or as the Data Act otherwise requires.

2.3 On successful completion of Switching, the Works Order for the switched Service terminates, and the Supplier shall confirm termination to the Customer in writing.

3. Transitional Period and assistance

3.1 The Supplier shall complete Switching within a Transitional Period of thirty (30) days after the end of the Notice Period. During that period the Supplier shall continue to provide the Service on the same terms, and shall:

(a) provide reasonable assistance to the Customer and the Destination to complete Switching;

(b) act with due care to maintain business continuity and the continued provision of the functions and services under the Works Order;

(c) provide clear information on known risks to continuity of service; and

(d) maintain a high level of security throughout Switching, including the security of Exportable Data in transfer and its continued protection in accordance with the Security Schedule.

3.2 Where the Supplier considers that a thirty-day Transitional Period is technically unfeasible, it shall notify the Customer within fourteen (14) days of the switching request, giving reasons and an alternative period not exceeding seven (7) months. The Customer may extend the Transitional Period once by a period it considers appropriate for its own purposes.

4. Exportable Data and formats

4.1 The Supplier shall make the following Exportable Data available, in the formats stated, through self-service export or on request:

Category	Content	Format
Records	All records, documents and files created or uploaded by the Customer or its users	CSV and JSON for structured records; original file format for uploaded files
Metadata	Timestamps, authorship, status history and relationships between records	JSON
Configuration	Workflows, forms, roles, permissions, user lists and tenant settings	JSON, with a published schema
Audit logs	Audit log entries for the Customer's tenant for the retention period in the Security Schedule	CSV or JSON
AI artefacts	Inputs, Outputs and any Customer-specific prompts, retrieval indexes source documents and fine-tuning datasets supplied by the Customer	JSON and original file format. Model weights trained by the Supplier are Supplier Materials and are excluded unless the AI Addendum provides otherwise.
Product-specific data	Any further data types listed in the product annexure for the Service	As stated in the product annexure

4.2 The Supplier shall publish, and keep current, a description of the data structures, formats, relevant standards and open interoperability specifications available for each Service at atsc.global/legal/exit, and of any known technical restrictions or limitations on Switching.

4.3 Where a Service is offered at scale, the Supplier shall take reasonable measures, within its capabilities, to facilitate the Customer achieving functional equivalence in the use of the Destination where the Destination covers the same service type.

5. Retrieval Period and erasure

5.1 After the Transitional Period, or after termination or expiry of a Works Order for any reason, the Customer may retrieve its Exportable Data during a Retrieval Period of not less than thirty (30) days. The Supplier shall not delete Exportable Data during the Retrieval Period. Read-only access to the Service is provided for the purpose of export.

5.2 At the end of the Retrieval Period, the Supplier shall erase all Exportable Data and Customer Data from live systems, and from backups in accordance with the Data Processing Agreement, provided Switching has been completed successfully or the Customer has confirmed in writing that it does not require Switching. On request, the Supplier shall confirm erasure in writing.

5.3 The Customer may request an extended Retrieval Period, or an archive or legal-hold service, for a Fee agreed in the Works Order.

6. Switching and data egress charges

6.1 From 12 January 2027, the Supplier shall not charge the Customer any switching charges or data egress charges for Switching under this Schedule.

6.2 Until 12 January 2027, the Supplier may charge reduced switching and data egress charges that do not exceed the costs directly incurred by it and directly linked to the Switching concerned. The Supplier shall publish those charges at atsc.global/legal/exit and identify them in the Works Order.

6.3 Paragraphs 6.1 and 6.2 do not prevent the Supplier from charging for professional services that the Customer separately requests and that go beyond the assistance in paragraph 3, such as data transformation to a format other than those in paragraph 4, at the rates stated in the Works Order.

7. Exclusions

7.1 Paragraphs 2, 3, 4.3 and 6 do not apply to: (a) a Service whose features have been largely custom-built to accommodate the specific needs of the Customer and which is not offered at broad commercial scale through the Supplier's service catalogue, where the Supplier has informed the Customer of this before the Works Order was signed; or (b) a non-production Service supplied for testing and evaluation purposes for a limited period. Paragraphs 4.1, 4.2 and 5 apply in all cases.

8. Cooperation on termination

8.1 Where Switching follows termination of a Works Order for any reason, including the Supplier's termination for the Customer's breach, the Supplier shall still make Exportable Data available in accordance with paragraph 5, provided the Customer has paid all undisputed Fees due.

8.2 Where an End User, resident, citizen or other member of the public depends on a Service for an essential function, including access control, the Supplier and the Customer shall cooperate in good faith to agree a transition plan that avoids an abrupt loss of that function.

9. Software deployed on the Customer's infrastructure

9.1 Where a Service is deployed on the Customer's own infrastructure, Customer Data remains in the Customer's control throughout. On termination, the Supplier shall provide the documentation reasonably required for the Customer to export its Customer Data from the software in the formats described in paragraph 4, and the Customer shall cease use of and uninstall the software in accordance with Part 4 of the Agreement.

End of Schedule 7.