



## **MOXIS Cloud Service Terms AT**

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Current as of: August 30, 2021

Disclaimer:

The following translation of the MOXIS Cloud Service Terms into the English language has been made with great care, yet it is merely a service for your convenience and has no legal binding force. Upon conclusion of a contract, only the original German version of the MOXIS Cloud Service Terms is binding, which you can access at: <https://www.xitrust.com/agb/>

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## 1. Scope

These MOXIS Cloud Service Terms (including all annexes and documents referred to) govern the contractual relationship between the Customer and XiTrust Secure Technologies GmbH, FN 219152h, headquartered in A-8010 Graz, Grazbachgasse 67, referred to below as "XiTrust", for the use of the "MOXIS" software as MOXIS Cloud Service (as defined below).

## 2. Conclusion of contract

The contract is only deemed concluded if XiTrust, upon receiving the written order of the Customer, in the form of the proposal signed by the Customer, including the MOXIS Cloud Service Terms, has transmitted a written order confirmation to the Customer. It is agreed that the Customer accepts the exclusive validity of these MOXIS Cloud Service Terms in any case of usage of the MOXIS Cloud Service. All contracts bind XiTrust only in the scope offered in writing in the proposal, including these MOXIS Cloud Service Terms ("Contract").

Any deviating conditions, especially those contained in the order, shall not become part of the Contract.

## 3. Definitions

**Authorized user:** refers to a natural person employed by the Customer, its affiliates or their business partners, to whom access authorization for the MOXIS Cloud Service has been granted by the Customer or its affiliates or their business partners.

**Documentation:** refers to the MOXIS user handbook made available digitally

**Business partner:** refers to a company requiring access to the MOXIS Cloud Service in connection with the processing of the Customer's internal business transactions or those of its affiliates, e.g. customers, service providers, suppliers of the Customer or its affiliates.

**Hosting:** as described in Section 4.3 of the MOXIS Cloud Service Terms

**Hosting versions:** refers to MOXIS Professional Cloud and MOXIS Enterprise Cloud

**Customer:** refers to the company with which XiTrust concludes the Contract for MOXIS Cloud Service

**Customer data:** all content, materials, data, personal data and information collected from authorized users in the MOXIS Cloud Service, derived from its use and stored in the MOXIS Cloud Service, along with support data

**Personal data:** please refer to the definition in Annex C

**Support data:** all data that the Customer provides through his interaction to receive the XiTrust support services or which is collected by XiTrust

**Term:** refers to the minimum term agreed in the Contract, subject to any relevant extension term(s) – where applicable

**Licensing conditions:** refers to the conditions for the use of the MOXIS Cloud Service according to the proposal and Annex A

**MOXIS:** refers to the web-based MOXIS software application, along with the QES interface, including documentation. MOXIS is a software application for (eIDAS and ZertES) legally compliant electronic signature of digital documents.

**MOXIS Cloud Materials:** refers to die materials provided by XiTrust to the Customer prior to or within the scope of contractual performance of services, including the materials arising from the rendering of maintenance and service deliverables or consulting service, where applicable, for the Customer or its affiliates



**MOXIS Cloud Service:** refers to the provision of MOXIS as an on-demand solution (including maintenance and support) in the current version in the MOXIS Professional Cloud or the MOXIS Enterprise Cloud, including MOXIS Cloud materials, along with access to the certificates

**MOXIS Professional Cloud:** as described in Annex B Service Level Agreement

**MOXIS Enterprise Cloud:** as described in Annex B Service Level Agreement

**MOXIS Enterprise Cloud Services:** required services for the set up and deployment of the MOXIS Enterprise Cloud, as described in Annex B2

**QES interface:** refers to the interface for qualified electronic signature in MOXIS

**Data center (DC):** designates the certified data center in which the MOXIS Cloud Service is hosted, as well as where customer data is stored and processed

**Affiliates:** are affiliated companies of the Customer as defined in Article 15f Joint Stock Corporation Act (AktG)

**Contractual year:** refers to the 12-month period, beginning with the month when the contract is concluded, as well as the respective following periods during the term of contract

**Trust service provider/certification service provider (TSP):** refers to the trust service provider (eIDAS) or certification service provider (ZertES) in connection with the signature service

**Maintenance and support services:** refers to the deliverables by XiTrust for software maintenance and software support within the scope of the MOXIS Cloud Service according to Annex B Service Level Agreement

**Certificates:** refers to the qualified certificates of the respective TSP as a prerequisite for electronic signatures

**Access authorization:** entitles authorized users contractually compliant access to the MOXIS Cloud Service, please see in particular the licensing conditions according to Annex A

## 4. MOXIS Cloud Service scope or performance

XiTrust makes the MOXIS Cloud Service available to the Customer for the term of the contract within the scope of the agreed availability, maintaining it according to these Cloud provisions, in exchange for payment of the agreed fee. The software is not provided in perpetuity (purchase).

XiTrust is entitled to render the contractually agreed deliverables through third parties as subcontractors.

Within the scope of continuous improvement and further development of the MOXIS Cloud Service, new functions and services may be added, amended or eliminated during the term of contract, to the extent that this does not lead to a material limitation of the contractually agreed deliverables, the achievement of the contract purpose is not jeopardized as a result, and the adjustment is reasonable for the Customer.

If XiTrust develops additional modules, language versions and/or new personalities of MOXIS during the term, XiTrust can adopt them at its own discretion in the standard functionalities of the MOXIS Cloud Service and make them available to the Customer (e.g. within the scope of an update) at no additional fee, or offer them to the Customer in exchange for a corresponding increase of the user fee within the scope of new additions or additional add-on packages that can be purchased separately. Customer has no entitlement to such newly developed modules, language versions and/or functionalities being made available (for free).

### 4.1 Rights of use

#### 4.1.1 Granting of Rights

XiTrust grants the Customer and its affiliates the non-exclusive, non-transferable, non-sublicensable right to use the MOXIS Cloud Service, limited to the term for use, exclusively for processing the Customer's own transactions and those of its affiliates, always in compliance with the contract, in particular with the licensing conditions.



The right of use to the QES interface is granted exclusively in connection with the QRS module (Qualified Remote Signature) in MOXIS (please refer to Section 4.2 "Scope of Function").

The MOXIS Cloud Service is allowed to be deployed by the Customer exclusively for intended use for the contractual purpose. Any use of the MOXIS Cloud Service beyond these terms, in particular making the service available to third parties (with or without a commercial intent) is impermissible. To the extent that the MOXIS Cloud Service is used by the Customer and its affiliates for inviting third parties as authorized users, to sign documents for joint purposes, this form of use by third parties is permissible.

All rights extending beyond the rights granted in this Section, in particular the right to the reproduction, dissemination, including renting to third parties, for processing as well as making the service publicly available, are reserved by XiTrust. When using the MOXIS Cloud Service, it is not allowed for the Customer and its affiliates to copy, translate, disassemble, decompile, reverse engineer or otherwise modify or create derivative works (provided this is not contradictory to any mandatory law or required for the fulfillment of the contractual purpose). The Customer and its affiliates are not allowed to use the MOXIS Cloud Service in a manner in violation of applicable law.

The Customer is liable towards XiTrust for the contractual use of the MOXIS Cloud Service by the Customer, its affiliates and business partners, as well as authorized users.

XiTrust is entitled to end the use entitlement of the Customer for good cause. Good cause is defined as every persistent and material breach of the provisions of the contract by the Customer, in particular if the Customer violates the terms concerning the granting of usage rights, e.g. licensing conditions, and does not remedy this breach upon request by XiTrust within 30 days of the breach being noticed by XiTrust. Please refer also to Section 4.1.2 Validation

In cases where the use authorization of the Customer is ended, the Customer shall immediately refrain from use. Other rights of XiTrust shall remain unaffected by this.

#### 4.1.2 Verification

XiTrust is entitled to verify use in conformity to the existing contract with respect to the number of signatures rendered through the MOXIS Cloud Service related to compliance with licensing terms according to Annex A via automated monitoring, or if and when necessary, after advance written notice and agreeing upon a date with the Customer. The Customer is obliged to support XiTrust in the course of verification at its own expense, and to grant XiTrust access to the information needed by means of remote access, as well as any other information relevant for the verification. If the verification shows evidence of any use of MOXIS Cloud Services that is not in compliance with the contract, the Customer obliges to remedy the non-compliant use within a period of 30 days after discovery of the non-compliant use by XiTrust and to acquire the licenses required, in cooperation with XiTrust. Section 10 applies mutatis mutandis.

Within the scope of verification, XiTrust uses information provided by the Customer exclusively for purposes of verification.

## 4.2 MOXIS Scope of Functions

The documentation current upon conclusion of contract is made available at the latest with access to the MOXIS Cloud Service.

The respective current range of functions of the MOXIS Cloud Service is made available in a "feature list" that can be retrieved online as an overview, available at <https://www.xitrust.com/en/products/xitrust-moxis/moxis-features-and-pricing/>.

Designation of the corresponding TSP, along with the range of functions of the signature services, occurs in the proposal.



### 4.3 Scope of Cloud Hosting

XiTrust provides the Customer with storage space in the agreed data center for storing customer data during the term of the contract. The determination of the respective agreed data center is made in the proposal.

The Customer is not entitled to transfer the storage space to a third party in whole or in part, against payment or free of charge.

The terms and conditions applicable to the provision of the MOXIS Cloud Service in the Enterprise Cloud or Professional Cloud are set out in the SLA in Annex B.

The Customer grants XiTrust all rights to the Customer data required for the fulfillment of the contract, in particular for storage and processing. Please also refer to Section 13. "Data Security and Data Protection".

### 4.4 Availability and provision of services

The availability of the MOXIS Cloud Service and the services provided by XiTrust as part of the MOXIS Cloud Service are governed by the Service Level Agreement ("SLA") as set forth in Annex B.

### 4.5 Warranty

XiTrust is obligated to maintain the scope of services and functions of the MOXIS Cloud Service defined in Sections 4.2 and 4.3 at the service level defined in Section 4.4 or Annex B1 during the term.

If XiTrust does not meet the minimum availability requirements of the SLA, the Customer is entitled to a possible service level credit according to Annex B1 as an exclusive remedy. Claims under the SLA must be made by the Customer in writing to [accounting@xitrust.com](mailto:accounting@xitrust.com) within 30 days after the end of the month in which XiTrust failed to comply with the SLA.

The Customer shall not be entitled to unilaterally set off or make counterclaims for service level credits.

XiTrust warrants that the rights of use of the MOXIS Cloud Service granted to the Customer in accordance with Section 4.1.1 do not violate the rights of third parties. Please refer to Section 6 Freedom from third party rights.

The warranty for setup and deployment of the MOXIS Enterprise Cloud is regulated in Annex B2.

#### 4.5.1 No validity of the warranty

The warranty does not apply

- ✓ for defects due to operating errors and non-observance of safety measures or to the Customer's failure to exercise duties of care, unless the Customer proves that the defects also occur despite compliance with duties of care,
- ✓ for customer data that is modified by the Customer through other programs or tools of the Customer or third parties so that it becomes inconsistent in terms of the use of the MOXIS Cloud Service,
- ✓ in case of self-initiated interventions or modifications of MOXIS Cloud Service by the Customer, such as changes, adaptations, connection with other programs by the Customer or third parties and/or after use contrary to the contract, unless the Customer proves that the defect exists independently from these changes.

XiTrust cannot be held responsible for the interaction of XiTrust's services with the system environment, the Customer's organization, or the services of third parties (except for vicarious agents of XiTrust). Excluded from this exclusion of warranty are cases in which the defect in the MOXIS Cloud Service is caused by defects in the provision of any developer services agreed between the Customer and XiTrust.





XiTrust offers no warranty for the results attained the MOXIS Cloud Service, to the extent they are based on the Customer's input. The Customer is therefore obliged to inform Authorized Users to check the content of the documents before signing them.

Force majeure, defined as labor disputes, natural disasters, pandemics, and transport blockades, as well as other circumstances beyond XiTrust's control, release XiTrust from its obligation to perform for as long as these circumstances persist.

## 5. Liability - Compensation

The Contractual Parties shall be mutually liable for damages by their employees or vicarious agents caused willfully or through gross negligence, as well as for personal injuries.

Any further liability, as well as liability for consequential damages, is excluded in any case.

In this context, the Customer undertakes to comply with reasonable damage mitigation obligations. In particular, the Customer shall

- Inform XiTrust immediately concerning any concrete or potentially impending damage,
- develop solutions to mitigate damage in cooperation with XiTrust, and
- resort to analogous processes in any case.

A statutory period of limitation of one year shall apply to all claims. Section 4.5.1 applies mutatis mutandis.

## 6. Freedom from third party rights

XiTrust indemnifies the Customer against all claims of third parties for the infringement of property or industrial property rights through its lawful use of MOXIS in accordance with the licensing agreement, provided that the Customer has immediately informed XiTrust in writing of the asserted claims, has not made any concessions, acknowledgments, or declarations equivalent to them, and – to the extent legally possible – has left the defense up to XiTrust, providing it with reasonable support or – if this is not legally possible – has defended itself against the asserted claims to the best of its ability with reasonable support from XiTrust.

If XiTrust has reason to believe or if it is determined that MOXIS may have infringed the property or industrial property rights of a third party, XiTrust has the option of either modifying MOXIS so that it is no longer in violation of the law (while retaining the contractually agreed properties and the rights of use granted) or procuring a license to continue using MOXIS.

In case none of these options is economically justifiable, XiTrust is entitled to terminate the contract, and XiTrust is obliged to refund the Customer the paid (project) fee for MOXIS and all other miscellaneous fees, such as in particular the maintenance costs, concurrently in exchange for the return of the deliverables provided by XiTrust, including MOXIS, and deducting any benefits derived.

Any claims for damages on the part of the Customer remain unaffected.

The parties shall notify one another immediately in writing (messages to XiTrust are to be directed to office@xitrust.com) in case claims are asserted against them due to infringement upon the industrial property rights of third parties.

The warranty of this Section shall not apply if the infringement of third party industrial property rights is caused due to conduct of the Customer which goes beyond the contractual use or which violates the contract.

In all other respects, the liability provisions pursuant to Section 5 shall apply.





## 7. Intellectual Property

XiTrust is exclusively entitled to the property rights, copyrights and other intellectual property rights to MOXIS. Customer is granted the non-exclusive rights to use MOXIS Cloud Services set forth in these MOXIS Cloud Services Terms.

## 8. Customer duties of care

XiTrust points out that the fulfillment of duties of care by the Customer, affiliates, business partners, and authorized users, is an indispensable prerequisite for the provision of the MOXIS Cloud Services.

### 8.1 Obligation to cooperate

Customer is obligated to support XiTrust to the best of its ability in providing the MOXIS Cloud Service. The Customer is obligated to immediately provide XiTrust with all information and documents available that are necessary or useful for the performance of the service. The Customer shall specify a technically competent contact person for XiTrust, including representation arrangements, and provide XiTrust with the person's contact information.

### 8.2 Duty to warn

The Customer is obligated to warn XiTrust immediately if the Customer's own systems are compromised and access data, passwords, or electronic keys are spied out that can also be used to compromise the MOXIS Cloud Service or if malware is detected in the Customer's own system.

If the Customer recognizes or suspects that his own system has been or is being manipulated or misused, he must inform XiTrust immediately, and XiTrust will immediately revoke the certificate at the revocation service of the TSP. The Customer acknowledges that as a result of such a revocation, no more signatures can be processed via the affected system until a new client authentication certificate is issued through XiTrust and waives any claims whatsoever against XiTrust in this context.

The report to XiTrust can be sent by e-mail to [support@xitrust.com](mailto:support@xitrust.com) or by phone on weekdays (i.e. from Monday to Friday, excluding Austrian public holidays, 24 Dec. and 31 Dec.) between 9:00 a.m. and 5:00 p.m. at +43 699 1410 2033. Unless XiTrust expressly determines that further use of the QRS module in XiTrust MOXIS in combination with the QES interface is permissible, no further signatures may be created via the QRS module in XiTrust MOXIS in combination with the QES interface.

### 8.3 Compliance with minimum technical requirements

The Customer is responsible for ensuring that the minimum technical requirements required for the contractual claim and use of the MOXIS Cloud Service and specified by XiTrust are met in accordance with Annex B.

### 8.4 No disclosure of access authorization and data

Passing on the Authorized Users' access authorization to the MOXIS Cloud Service contrary to the license conditions, in particular to unauthorized third parties, is not permitted. All access data must be kept protected so that third parties cannot access it. The Customer shall warn XiTrust immediately if there is any suspicion that unauthorized third parties may have gained knowledge of the access data. If there is a suspicion of unauthorized access to the access data by third parties, XiTrust is entitled to temporarily block the Customer's access to the MOXIS Cloud Service after notifying the Customer.



## 8.5 Data security measures

XiTrust points out that MOXIS is not an archiving system, in particular that it is no substitute for the audit-proof archiving of documents, and that customer data is deleted automatically on a regular basis. Therefore, the Customer is responsible for data backup.

## 8.6 Compliance

The parties mutually oblige, in connection with the use of the MOXIS Cloud Service, to adhere to the contract, all legal provisions that apply, in particular the GDPR and German Data Protection Act (DSG), and shall be mutually liable for this. The Customer also through affiliates and business partners of the Customer, and is liable to XiTrust for this.

## 8.7 References

The Customer gives his consent for XiTrust to name him and the project in question as a reference to third parties. Any further communications to third parties, in particular marketing measures, shall be coordinated with the Customer.

## 9. Escalation management

XiTrust always endeavors to solve problems quickly and efficiently. However, if a Customer's concern cannot be satisfactorily resolved by XiTrust employees or via software support, the Customer can send an e-mail describing the circumstances to [office@xitrust.com](mailto:office@xitrust.com), whereupon the company will seek a solution.

## 10. Fees

### 10.1 Specified fee

The MOXIS Cloud Service is provided exclusively for the fee specified by XiTrust in the proposal. The fee specified in the proposal is valid for annual advance payment of the monthly fees.

All fee components are subject to the respective applicable turnover tax. Payments are to be made by the Customer within 14 days of the invoice date without deduction. Objections to the invoice can only be asserted by the Customer in writing within 14 days of the invoice date, stating the reasons.

Value guarantee of all fees is expressly agreed. The consumer price index (CPI) currently published by Statistik Austria or an index replacing it serves as a measure for calculating the stability of value.

It is agreed that all index-based price increases, as well as price changes for purchased services from third parties, will be passed on to the Customer during the term of the contract.

The fee provision for setting up and deploying the MOXIS Enterprise Cloud is regulated in Annex B2.

The right of the Customer to set-off or counterclaims is excluded.

### 10.2 Billing

The MOXIS Cloud Service license fees are invoiced annually in advance. The license fees for additional licenses for the MOXIS Cloud Service acquired during a current contract year are charged for the remaining contract year as of the first day of the month in which the order is placed. With the beginning of the following contract year, all license fees can be charged in total.



If the Customer requests quarterly invoicing in advance, a surcharge specified in the proposal will be added to the fee.

The billing of the number of signatures exceeding the contractually agreed number included takes place annually retroactively after assessment of the executed signatures. Please refer in particular to Section 4.1.2.

The billing for MOXIS Enterprise Cloud Setup and Deployment is governed in Annex B2

### 10.3 Late payment

If the Customer is in arrears with payment obligations, XiTrust is entitled, at its own discretion, to prohibit the Customer's use of the MOXIS Cloud Service and to refuse further services until all outstanding and due invoices have been settled in full, following a prior reminder and the setting of a reasonable grace period (under threat of otherwise being blocked). Further rights of XiTrust due to default of payment by the Customer (in particular to extraordinary termination of the contract) remain unaffected.

The Customer expressly acknowledges this, waiving any claim for damages or other claims against XiTrust.

## 11. Contract term and contract termination

### 11.1 Contract term

The contract has the initial term defined in the proposal, starting from the conclusion of contract ("minimum term"). Thereafter, the contract shall be extended by an additional contract year ("extension term") if it is not terminated in writing by one of the contracting parties with a notice period of 6 (six) months prior to the expiry of the minimum term or the respective extension term.

### 11.2 Partial termination

Partial termination of licenses is only permissible if the licensing terms are complied with, in particular the respective minimum term or extension term and the notice period. In this, the license may not fall below the respective minimum license quantity according to the licensing terms and conditions.

### 11.3 Extraordinary termination

The right of both contracting parties to extraordinary termination for good cause shall remain unaffected by Sections 11.1 and 11.2. Good cause is deemed to exist in particular in the event of any persistent and material breach of the provisions of the contract by one of the contracting parties, to the extent the contractual condition is not restored within a reasonable period of time, despite a prior written request by the terminating contracting party.

Good cause exists for XiTrust in particular if the Customer is in arrears with payment of the fee, if the Customer violates the terms concerning the granting of usage rights, in particular the licensing conditions, and does not remedy this breach despite being requested to do so by XiTrust within 30 days of the breach being noticed by XiTrust, or in some other way violates essential duties arising from the contract.

At its discretion, XiTrust may first temporarily block the Customer's access to the MOXIS Cloud Service if there is good cause on the part of the Customer and request the Customer to remedy the breach of duty or to fulfill the contract within a reasonable period of time. Other rights of XiTrust shall remain unaffected by this.

### 11.4 Form of termination

Any termination must be in writing to be effective.



A notice of termination by the Customer to XiTrust is to be sent by e-mail to [accounting@xitrust.com](mailto:accounting@xitrust.com).

## 11.5 Exit Management

At the end of the term, the Customer is no longer entitled to use the MOXIS Cloud Service and XiTrust's confidential information.

For 30 calendar days after the end of the term, XiTrust will only grant the Customer and affiliates access to the MOXIS Cloud Service for the sole purpose of backing up data. The Customer's access will then be deactivated and the Customer data irrevocably deleted.

The MOXIS Cloud Service may not support the software that the Customer provides for extraction. XiTrust assumes no liability for the extraction of customer data.

In the event of termination of the contract, the Customer may be entitled to a pro rata refund of the fee paid in advance for the MOXIS Cloud Service for the period after the end of the term, unless there are justified reasons on the part of the Customer for XiTrust to retain the fee.

With exit management, XiTrust fulfills any return or deletion obligations.

## 12. Confidentiality

The Customer and XiTrust agree on a confidentiality obligation that applies without any time limit, whereby each of the parties is considered an Information Recipient.

### 12.1 Definition of "confidential information"

"Confidential Information" as defined in this Agreement includes all customer data and information, including trade and business secrets, and all other data, documents, calculations, copies and other materials communicated, delivered or otherwise made available to the Information Recipient by the other party, whether written, verbal, stored electronically or in some other form. Confidential information shall also include any information developed by the Information Recipient on the basis of information provided by the other party.

### 12.2 Confidentiality agreement

The Information Recipient obliges to keep all confidential information

(a) top secret and to treat it confidentially and not to disclose it to any third party without prior written consent of the other party – except for the performance of the contract and

(b) exclusively for purposes of fulfilling contractual duties – and in particular not to use or exploit it (directly or indirectly) for own or third-party business purposes.

The Information Recipient shall also impose the obligations under this Agreement on its employees and consultants and shall be liable to the other party for their compliance with the obligations under this Agreement.

### 12.3 Exceptions

The obligation to keep the confidential information confidential shall not apply to the extent that

(a) confidential information is public knowledge or is demonstrably already known to the Information Recipient at the time it is provided by the other party, without that knowledge being based on a breach of confidentiality obligations by a third party; or

(b) the Information Recipient has a legal obligation to disclose it (for example, to public authorities).



In case of a disclosure obligation pursuant to Section 12.3 lit (b), the Information Recipient shall inform the other party in writing of the reasons for and scope of the disclosure prior to disclosure – or, if information cannot be provided prior to disclosure, immediately after disclosure.

This does not apply to confidential information which the Information Recipient is required to retain by law or by an official legal act.

### 13. Data Security and Data Protection

The data security measures are set out in the Service Level Agreement in accordance with Annex B and in the Technical and Organizational Measures in accordance with Annex C2. XiTrust is entitled to modify the security measures as long as they do not fall below the corresponding security or data protection level.

XiTrust is the data protection processor for the Customer with regard to the provision of the MOXIS Cloud Service. Pursuant to Art. 28 GDPR, the Customer and XiTrust are entering into a Data Processing Agreement ("DPA") according to Annex C.

### 14. Changes, updates and notifications

Communications and notices to the Customer shall be made electronically by e-mail. The Customer obliges to keep its contact information up to date.

XiTrust may amend these MOXIS Cloud Service Terms at any time to reflect any changes in law or changes to the MOXIS Cloud Service.

XiTrust publishes the amended provisions on the website with the "date of last update". Notifications of upcoming changes to the MOXIS Cloud Service Terms will be emailed to the Customer at least 30 days prior to the effective date.

If the Customer has a justifiable reason to object to the change, the Customer may terminate the Agreement (limited to the MOXIS Cloud Service to which the change applies) by written notice to XiTrust within 30 days from the date of XiTrust's notice of the change, effective on a date specified by the Customer.

If the Customer does not object for a justified reason within this period, the updated provisions shall apply to the Customer as of the day on which they become effective.

### 15. Other provisions

The contract shall be governed exclusively by Austrian law, excluding the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.

Any legal transaction fees shall be borne by the Customer.

All disputes arising out of or in connection with the contract, including the question of its formation, validity, dissolution or nullity, shall be subject to the exclusive jurisdiction of the competent court in Graz, Austria.

The contract is final. No verbal ancillary agreements of any kind exist whatsoever.

Amendments to the contract require the written form; this also applies to an amendment to dispense with the written form requirement.

If any of the provisions of this contract should prove to be wholly or partially invalid, or if a loophole should arise, the validity of the remaining provisions of the contract shall not be affected. The contracting parties are obliged to agree on an effective provision that comes as close as possible to the intended content of the ineffective provision or the loophole in order to replace the ineffective provision or to fill the loophole.



## 16. Annexes

Annex A Licensing Terms

Annex B: Service level agreement

Annex B2: MOXIS Enterprise Cloud Services - Setup and Deployment

Annex C: Agreement on order processing according to Art. 28 GDPR, including

Attachment 1 to Annex C – Subject, purpose and duration of the processing of personal data

Attachment 2 to Annex C – Technical and Organizational Measures

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## Annex A – Licensing Terms

The licensing conditions according to the proposal and Annex A apply to the use of the MOXIS Cloud Service.

A **team user** is a natural person who is authorized to use the MOXIS Cloud Service in the directory of the Customer or its affiliates. That is why the number of team users to be licensed must correspond to the number of natural persons authorized in the directory to use the MOXIS Cloud Service with their names. Customer must purchase the required number of team user licenses prior to using the MOXIS Cloud Service. The purchase of any additionally required team user licenses by the Customer must also be made before the MOXIS Cloud Service is used by other natural persons.

The MOXIS Cloud Service may not be used by 2 or more persons claiming to be the same team user or by generic and non-natural persons (e.g. departments). The access details for the MOXIS Cloud Service are not allowed to be used more than once or by more than one person at the same time. However, they may be transferred from one person to another if the original user is no longer authorized to use the MOXIS Cloud Service in the directory.

If a team user is not an employee of the Customer or its affiliates, his use of MOXIS is permitted only for processing the Customer's own business transactions and those of its affiliates.

Indirect use: If orders are handed over in MOXIS per web service for processing, it is necessary for the client to be licensed as a team user.

The price for a team user results from the average allocation of the rights to the natural persons of a company authorized to use the MOXIS Cloud Service in the directory (creating orders, signing, approving etc.).

An **internal and external guest user** is a natural person who is not a team user, but who is invited by a team user via the corresponding functionality of MOXIS to jointly sign a job. External guest users are business partners of the Customer or other natural persons. Internal guest users are employees of the Customer or its affiliates. Internal guest users may be invited once per quarter by team users to collaboratively sign a job.

**Administrators** have administrative rights only and are not included in the number of team users to be licensed.

An **order** is any individual process for providing a document with an electronic signature, from its creation by the client to its successful or unsuccessful completion by the signature or refusal of all invitees. The successful completion of an order provides the document with an electronic signature.

**Parallel guest user orders** are the open orders that are in the respective customer file at the same time. The number of parallel jobs involving at least one guest user is limited depending on the hosting variant (Professional Cloud or Enterprise Cloud).

A **batch/batch signature** consists of the simultaneous signature of up to a max. of 100 open orders per team user in a single procedure via the relevant functionality in MOXIS. For each such transaction, only one QES or SES signature is used from the common credit pool (batch signature).

A **QES signature** is a qualified electronic signature in accordance with Regulation (EU) No. 910/2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS Regulation) or in accordance with the Federal Law on Certification Services in the Area of Electronic Signature (Federal Electronic Signature Act, ZertES). The QES signature is based on a qualified eIDAS certificate of the signatory. In addition to





guaranteeing the authenticity and integrity of the document, specifying the time and place of the signature, visualizing the signatory's personal signature image and other information, the QES ensures the signatory's identity in accordance with the highest possible legal requirements.

**SES signature** is a simple electronic signature (=simple/standard) according to the eIDAS regulation or ZertES. This does not require a certificate from the signatory. In MOXIS Cloud, the SES is represented by an electronic seal, ensuring authenticity and integrity of the document, as well as the time and place of the signature. The visualization occurs by embedding the personal signature image of the signatory.

A **seal** is an electronic seal in accordance with the eIDAS regulation or ZertES. Depending on the hosting version, this is either in the name of the Customer or "XiTrust Secure Technologies GmbH".

**Certificate** for electronic signatures according to the eIDAS regulation or ZertES is an electronic certificate linking electronic signature validation data to a natural person and confirming at least the name or pseudonym of this person. The identity is confirmed by the qualified trust service provider or the certification service provider in accordance with the highest possible legal requirements.

**Signature Credit Pool** refers to the respective annual total of SES or QES signatures available to the Customer. Each team user draws from this common pool with each signature rendered.

**Fair-use signature exceedance** refers to a one-time exceedance of the available QES and/or SES signature credit pool of up to 2% within a contract year, which does not result in any additional billing. If the available quota is exceeded again within a contract year, the additional signatures equivalent to the exceedance will be charged. The applicability of fair use is determined in the proposal.

**Directory** refers to (a) the electronic directory service of the Customer or its affiliates, representing the authorization structure of its employees or (b) the electronic team user directory in MOXIS, which represents the authorizations of the team users of the Customer or its affiliates.



## Annex B1: Service Level Agreement (SLA)

The SLA governs the scope of functions and availability of the MOXIS Cloud Service and the services provided by XiTrust as part of the MOXIS Cloud Service.

Failure by XiTrust to meet and maintain the service levels for the MOXIS Cloud Service as described in this SLA will entitle Customer to a Service Level Credit, if applicable.

### 1. MOXIS Cloud Service

#### 1.1 Features

The documentation current upon conclusion of contract is made available at the latest with access to the MOXIS Cloud Service.

The respective current range of functions of the MOXIS Cloud Service is made available in a "feature list" that can be retrieved online as an overview, available at <https://www.xitrust.com/en/products/xitrust-moxis/moxis-features-and-pricing/>.

#### 1.2 Minimum technical requirements

- ✓ Supported browsers: Microsoft Edge, Google Chrome, Safari, Mozilla Firefox, each in the current version
- ✓ Internet connection: the Customer is responsible for establishing a sufficient connection via Internet to the MOXIS Cloud Service as a web-based on-demand solution
- ✓ Password Guideline: according to the minimum requirements specified in MOXIS

#### 1.3 MOXIS Professional Cloud and MOXIS Enterprise Cloud

MOXIS Professional Cloud refers to the hosting of the MOXIS Cloud Service in the data center in an entire virtual environment. The login to the Customer instance is available under a personalized URL (<https://kunde.moxis.cloud>).

MOXIS Enterprise Cloud refers to the hosting of the MOXIS Cloud Service and additionally the possibility of implementing customer-specific processes in the data center in a separate virtual environment and a login to the dedicated customer instance, accessible under a VPN-protected personalized URL (<https://moxis.kunde.com>). For the Enterprise Cloud hosting variant, Annex B2 for setup and deployment applies in addition to the MOXIS Cloud Service Terms.

## 2. Service level

### 2.1 Definitions

- ✓ Downtime, excluding Planned Downtime, refers to those periods during which the MOXIS Cloud Service is unavailable to Authorized Users.
- ✓ Planned Downtime refers to downtime associated with network, hardware, or service maintenance or upgrades or updates announced by XiTrust. A service level credit is not available for planned downtime.
- ✓ Service level credit is the percentage of the applicable monthly fee that is credited to the Customer after XiTrust approves the claim.



- ✓ Applicable Monthly Fee refers to the fee actually paid by Customer for the MOXIS Cloud Service for the month in which a service level credit is granted.
- ✓ Applicable monthly period refers to a calendar month in which XiTrust guarantees the Customer a monthly service level.
- ✓ Monthly service level refers to the performance indicator(s) that XiTrust commits to meet in providing the Services, as set forth in this SLA.
- ✓ Incident is any single event or group of events that results in downtime.

<b>If the aggregate downtime of the MOXIS Cloud Service within an applicable monthly period exceeds ...</b>	<b>...then a service level credit of:</b>
3.6 hours (corresponds to a monthly service level of 99.5 %)	25%
7.2 hours (corresponds to a monthly service level of 99 %)	50%
24 hours (corresponds to a monthly service level of 96.66 %)	75%

In order for XiTrust to assess any claims for a service level credit, the Customer submits all information necessary for the assessment to XiTrust in accordance with the above obligations to cooperate. The report must contain sufficient information to allow XiTrust to track the failure on its own equipment and must include, at a minimum, (i) a detailed description of the incident, (ii) details of the time and duration of the incident, (iii) the number and locations (if applicable) of users affected, and (iv) a description of attempts to independently resolve the incident after it occurred.

XiTrust agrees to process potential claims based on all available information within 45 days of receipt. If the Customer's claim to a service level credit is confirmed by XiTrust, XiTrust will apply this credit to the applicable fee. Upon request, XiTrust will provide the Customer with the actual achieved availability of the MOXIS Cloud Service for the applicable monthly period. The Customer is not entitled to unilaterally set off any service level credit. The service level credit is available to the Customer as an exclusive remedy for falling below the contractually agreed monthly service level.

A service level credit due to downtime is not available in particular in the following cases:

- ✓ due to cases of force majeure (e.g. natural disasters, wars, terrorist attacks, government measures, network or equipment failures outside the hosting data centers, etc.)
- ✓ due to use of services, software or hardware by the Customer that do not meet the minimum technical requirements specified by XiTrust
- ✓ due to unauthorized actions or omission of required actions by the Customer or third parties entrusted by the Customer
- ✓ the Customer's failure to maintain required configurations, use supported services, software or hardware, or other improper use of the MOXIS Cloud Service that is inconsistent with the features and functions of the MOXIS Cloud Service
- ✓ for use of licenses that do not comply with the agreed licensing terms as set out in Annex A



## 3. Maintenance and support services

### 3.1 Software maintenance

#### 3.1.1 Services

XiTrust provides the following services as part of software maintenance:

- ✓ Supply of upgrades for the Customer. Upgrades are periodic updates of major releases (for example, version 3.0, version 4.0, ...) and include program changes that require a reorganization of the program.
- ✓ Installation of updates and service packs. Updates are periodic updates to major releases (e.g. version 3.1, version 3.2, ...) due to necessary technical innovations.
- ✓ Supply of service packs only for the latest update provided by XiTrust. Service packs are program modifications to fix errors. An error is said to exist if the software does not fulfill the function specified in the performance description, delivers incorrect results, interrupts running in an uncontrolled manner or does not function properly in any other way, so that the use of the program is impossible or considerably impaired.

### 3.2 Software support

Support entails answering inquiries from the Customer regarding the use of the software ("support inquiry") and the fixing of software errors ("error message"). A software error exists if the intended functionality of the software is significantly impaired.

#### 3.2.1 Support Levels

**1<sup>st</sup> Level Support:** The Customer is obliged to become informed about basis support cases via the FAQ, available at <https://www.xitrust.com/moxis-as-a-service-faq/> and to try to solve them on its own.

**2<sup>nd</sup> Level Support:** If there is an error that exceeds 1<sup>st</sup> level support, the Customer can contact the 2<sup>nd</sup> level support at XiTrust.

The following framework provisions apply:

- ✓ Support is provided to the Customer by the support staff of XiTrust or third parties contracted by XiTrust during XiTrust's business hours.
- ✓ XiTrust business hours are Monday through Friday from 9:00 a.m. to 5:00 p.m. on business days.

#### 3.2.2 Error messages

The following channels are available to the Customer for reporting software errors and support requests:

- ✓ by phone at +43 699 1410 2033 (exclusively during XiTrust business hours)
- ✓ by e-mail with requested confirmation of access to the e-mail address [support@xitrust.com](mailto:support@xitrust.com) (around the clock, response by XiTrust, however, only during XiTrust business hours)

Reporting of a software error (error message) must meet the following requirements, regardless of the channel:

- ✓ The message must contain sufficient information to allow XiTrust to track the problem on its own systems.
- ✓ The message must contain the indication of the program function and the text of the software error message.



- ✓ The message must contain a precise description of the error and describe the effects of the error.

### Obligations of the Customer to cooperate in the event of error messages:

The Customer shall provide all documents and data required for error diagnosis and support XiTrust by providing sufficient qualified operating personnel free of charge and all other cooperation services required for error diagnosis and troubleshooting.

The Customer is also to make configuration files, screenshots, or similar materials available upon XiTrust's request.

### 3.2.3 Response times

Upon receiving an error message, XiTrust will inform the contact person designated by the Customer within the response times, usually by e-mail, in exceptional cases also by phone, about the processing of the error message and, if necessary, possible solutions to the problem. The type of problem resolution is determined by XiTrust. If the reported problem is based on a software error, XiTrust will remedy this error within a reasonable period of time, usually as part of the next update or service pack. In particularly urgent cases, XiTrust will immediately provide the Customer with problem-solving software (hot fix), where available.

XiTrust guarantees compliance with the following response times within XiTrust's business hours:

Priority	Initial response after	Qualified response after	Status Update	Temporary solution after	Permanent solution
1	5 hrs.	7 hrs.	daily	1.5 days	Hot fix
2	8 hrs.	2 days	every 2 days	7 days	Service Pack
3	12 hrs.	5 days	every week	4 weeks	Service Pack or Update
4	12 hrs.	10 days	n.a.*	n.a.	n.a.
5	24 hrs.	n.a.	n.a.	n.a.	n.a.

\*n.a.= not applicable

Priority 1 - Total failure of the MOXIS Cloud Service: This type of problem has lasting impact on the implementation of business objectives and requires rapid response and resolution. An example is a complete failure of one of the MOXIS system components.

Priority 2 - Failure of a major feature: This type of problem also requires a rapid response and resolution. Examples are software crashes during runtime or the failure of an interface to the software.

Priority 3 - A feature works differently than documented: A feature of the software does not work as described in the documentation. The Customer's production operation is not in jeopardy, but the software does not behave according to specification, and a workaround is required.

Priority 4 - This type of issue is general in nature and involves questions about how the software behaves. Questions of this priority can typically be answered right away.

Priority 5 - Functional enhancements: Customer requests for functional enhancements are also documented via XiTrust Support.

### 3.3 Not included in software maintenance or software support, in particular, are

- ✓ Software support and software maintenance services outside XiTrust business hours



- ✓ Software support and software maintenance services at the Customer's site
- ✓ Services that become necessary due to changed usage requirements by the Customer
- ✓ Software maintenance and software support for software created by the Customer or third parties

### 3.4 Obligations of the Customer to cooperate

The Customer is obligated to support XiTrust in connection with troubleshooting, conducting maintenance activities, and validating system security.

The Customer is obligated to immediately provide XiTrust with all information and documents available that are necessary or useful for the performance of the service. XiTrust points out that fulfillment of this duty to cooperate is an indispensable prerequisite for successful, rapid, and defect-free service provision or troubleshooting.

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## Annex B2: MOXIS Enterprise Cloud Services - Setup and Deployment

This annex governs the MOXIS Services - Setup and Deployment of XiTrust **exclusively for the Enterprise Cloud hosting variant**, which are not included in the license fees. The provisions made in this annex shall apply in addition to the main body of the MOXIS Cloud Service Terms, and in the event of any inconsistency between the provisions, the provisions set forth in this annex shall prevail.

### 4. Subject of performance

XiTrust provides the services agreed in the contract for the setup and deployment of the MOXIS Enterprise Cloud software for the Customer. Unless otherwise agreed, XiTrust will provide the services remotely. Dates and the exact content of the respective services are defined in the proposal or agreed upon by the contracting parties.

Each contracting party shall designate a competent employee to the other, who shall provide the information required for the execution of the contract and either make decisions or arrange for them to be made. If an employee of XiTrust is prevented from performing the services due to illness, vacation, or other reasons for which the Customer is not responsible, XiTrust will immediately assign another capable employee. Furthermore, XiTrust is entitled to replace an employee with another capable employee at any time.

### 5. Standard of care

XiTrust provides the services in accordance with the state of the art, applying the highest possible standards of care and quality in fulfilling the contract, and uses only competent personnel to provide the services.

### 6. Obligations of the Customer to cooperate

The Customer is obligated to support XiTrust to the best of its ability in the provision of setup and deployment services. The Customer is obligated to immediately provide XiTrust with all information and documents available that are necessary or useful for the performance of the service. XiTrust points out that fulfillment of this duty to cooperate is an indispensable prerequisite for successful, rapid, and defect-free service provision.

### 7. Delivery date

XiTrust strives to meet the agreed deadlines as accurately as possible when providing the services. (Compensation) claims of the Customer from their possible non-compliance are excluded. The targeted fulfillment dates can only be met if the Customer completely provides all necessary work and documents on the dates specified by XiTrust and fulfills its obligation to cooperate to the extent required.

### 8. Acceptance & Contract performance

Setup and deployment require acceptance by the Customer no later than four weeks after delivery by XiTrust. This is confirmed by the Customer in a report. If the Customer allows the period of four weeks to expire without acceptance, the delivered services shall be deemed accepted on the end date of the aforementioned period, at the latest, however, when MOXIS is used in live operation at the Customer's premises.

Any defects that occur, i.e. deviations from the service description agreed upon in writing, must be adequately documented by the Customer and reported to XiTrust, which will endeavor to remedy the defects as quickly as possible. If significant defects are reported in writing, i.e. if live operation cannot commence or continue, a new acceptance by the Customer is required after the defects have been remedied.

Each acceptance shall be recorded and the report signed by the representatives of the contracting parties.

The Customer is not entitled to refuse acceptance due to minor defects. When MOXIS is used in live operation by the Customer, setup and deployment shall be deemed accepted in any case.





Upon acceptance by the Customer or expiry of the acceptance period or use of MOXIS in live operation at the Customer's premises, setup and deployment is fulfilled by XiTrust, and the contract is automatically ended.

## 9. Fee and Billing for Setup and Deployment

Billing of fees for setup and deployment occurs after the services have been rendered or monthly if the contract is for more than one month. This is done on the basis of submitted proof of performance records according to actual overhead at the rates specified in the proposal. The information on fees and overheads in XiTrust's proposal merely represents an estimate.

If fixed prices have been expressly agreed in the contract for the provision of setup and deployment services, XiTrust is entitled to bill for a deposit of 50% of the agreed fee after the order has been placed. Services at the Customer's premises are charged at a minimum of a half-day rate. For services outside the normal working hours of XiTrust (Monday to Friday 8:00 a.m. - 5:00 p.m., excluding public holidays), those surcharges will be invoiced which result from the legal provisions of the valid collective agreement for employees and companies in the area of services in automatic data processing and information technology (IT-KV). Travel times will be settled according to valid rates. Travel expenses will be settled according to costs incurred.

Pending full payment of a claim due under the contract, XiTrust reserves all rights to this unpaid service.

## 10. Warranty for Setup and Deployment

The Customer is obligated to immediately notify XiTrust in writing of any defects occurring within the warranty period in connection with setup and deployment. In the event of justified warranty claims, XiTrust obliges to remedy defects free of charge at its discretion, either by improvement or replacement within a reasonable period of time.

A prerequisite for the remedy of defects is that

- the Customer describes the defect sufficiently in an error message and this is quantifiable for XiTrust;
- the Customer provides XiTrust with all documents required for troubleshooting;

Warranty claims in connection with setup and deployment shall expire in any case 6 months from the date of performance.

In the event of failure of two attempts to remedy the defect of this service, the Customer is entitled:

- to demand a price reduction, or
- except in the case of insignificant defects, to terminate the contract for MOXIS Enterprise Cloud Services - Setup and Deployment and to reclaim the unused prepaid remuneration.

If XiTrust provides services for troubleshooting or fault remedy without being obligated to do so, it can demand remuneration for this in accordance with its usual rates. This applies in particular if the defect cannot be proven or is not attributable to XiTrust.

The warranty for MOXIS Setup and Deployment does not apply

- ✓ for defects due to operating errors and non-observance of safety measures or to the Customer's failure to exercise duties of care, unless the Customer proves that the defects also occur despite compliance with duties of care,
- ✓ for customer data modified by the Customer through other programs or tools of the Customer or third parties, so that it becomes inconsistent in terms of the use of MOXIS,
- ✓ in case of self-initiated interventions or modifications of MOXIS by the Customer, such as changes, adaptations, connection with other programs by the Customer or third parties and/or after use contrary to the contract, unless the Customer proves that the defect exists independently from these changes.



24/33



Creating security, developing quality.

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## Annex C - Agreement on the processing of personal data for MOXIS Cloud Services in accordance with Art. 28 GDPR ("DPA") - applicable to Customers and Affiliates in the EU

### 1. Background

This DPA applies to Personal Data processed by XiTrust in connection with the provision of the MOXIS Cloud Service as a processor.

The Customer, affiliates and business partners act as data controllers within the meaning of the GDPR and are responsible for the legal conformity of the processing of Personal Data in accordance with this DPA.

To the extent that authorizations, approvals, instructions or permissions are issued by the Customer, these are issued not only in the name of the Customer but also in the name of the additional persons responsible. When XiTrust informs or sends notices to the Customer, such information or notices shall be deemed to have been received from the responsible parties whom the Customer has authorized to use the MOXIS Cloud Service. It is the Customer's responsibility to forward this information and these notices to the appropriate responsible parties.

Attachments 1 and 2 are an integral part of this DPA. Annex 1 sets out the agreed subject matter, the nature and purpose of the processing, the type of Personal Data, the categories of Data Subjects and Annex 2 sets out the Technical and Organizational Measures to be applied.

### 2. Definitions

**Data protection rules:** encompassing the GDPR and the Data Protection Act (DSG)

**GDPR:** refers to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data, on the free movement of such data and repealing Directive 95/46/EC (the General Data Protection Regulation).

**DSG:** Federal Law on the Protection of Individuals with regard to the Processing of Personal Data (Data Protection Act - DSG)

**Personal Data:** refers to any information relating to a Data Subject, and in this DPA only refers to Personal Data that is (i) collected by or through the use of Authorized Users in the MOXIS Cloud Service, or (ii) provided or accessed by XiTrust and its sub-processors in order to provide the Services. Personal Data is a subset of Customer Data (see the definition in the body of the MOXIS Cloud Service Terms).

**Sub-processor:** refers to other processors who are commissioned by XiTrust to carry out the processing

For terms used in this DPA or in Annexes 1 and 2, but not defined in this DPA or in the main part of the MOXIS Cloud Provisions, the definitions according to the GDPR shall apply.

### 3. Notices from XiTrust to the Customer; initiating contact with XiTrust

Notices from XiTrust to the Customer within the scope of this DPA, in particular also notices of violations of the protection of personal data, are sent via e-mail to the contact person designated by the Customer.

The Customer is obligated to ensure that XiTrust always has the current contact information of the Customer's contact person.

If the Customer believes that XiTrust is not fulfilling its data protection and security obligations, the Customer may contact XiTrust's Data Protection Coordinator at the e-mail address [datenschutz@xitrust.com](mailto:datenschutz@xitrust.com) (Note: XiTrust is not required to appoint a Data Protection Officer).



## 4. Security of data processing

### 4.1 Appropriate Technical and Organizational Measures

XiTrust has implemented the Technical and Organizational Measures ("TOMs") specified in Attachment 2. Customer has reviewed these TOMs and agrees that these TOMs are appropriate with respect to the MOXIS Cloud Service, taking into account the state of the art, implementation costs, nature, scope, context and purpose of the processing of personal data.

### 4.2 Changes

XiTrust applies the TOMs described in Attachment 2 equally to all customers hosted in the same data center and receiving the same MOXIS Cloud Service. XiTrust may change the measures listed in Attachment 2 at any time without notice as long as it maintains a comparable or better level of security.

### 4.3 Data protection devices

The Customer is responsible for implementing and maintaining data protection devices and security measures for components that the Customer provides or controls.

## 5. Duties of XiTrust

### 5.1 Instructions of the Customer as the Controller

XiTrust will process personal data only in accordance with the documented instructions of the Customer. This DPA constitutes such a documented instruction, and any use of the MOXIS Cloud Service by Customer shall then constitute further instructions.

XiTrust will inform the Customer immediately if it believes that an instruction violates data protection regulations. XiTrust is entitled to suspend the execution of the corresponding instruction until it is confirmed or changed by the Customer.

### 5.2 Quality Assurance

XiTrust and its sub-processors only use authorized persons for the processing of personal data who have been obligated to maintain confidentiality and have been familiarized with the relevant data protection regulations beforehand. XiTrust and any persons engaged by XiTrust and its sub-processors who have access to Personal Data may process such data solely in accordance with the Customer's instructions, including the powers granted in this Agreement, unless they are required by law to process it.

### 5.3 Support of the Customer

The Customer is solely responsible for complying with its obligations as a responsible party, including its reporting obligations.

XiTrust shall adequately support the Customer in complying with the obligations set out in Articles 32 to 36 of the GDPR regarding the security of the processing of Personal Data, reporting Personal Data breaches to the supervisory authority, notification of the person affected by a Personal Data breach, data protection impact assessment and prior consultation.

Upon the Customer's request, XiTrust will reasonably cooperate with the Customer to address inquiries from Data Subjects or supervisory authorities regarding XiTrust's processing of Personal Data or Personal Data breaches.



If a Data Subject directly contacts XiTrust regarding the processing of customer data, XiTrust will immediately forward this request to the Customer without responding to this request itself, without further instructions from the Customer.

#### 5.4 Personal data breach notifications

XiTrust will immediately notify the Customer of a Personal Data breach after becoming aware of it and will provide the Customer with appropriate information available to XiTrust to assist the Customer in fulfilling its obligations to report a Personal Data breach in accordance with the requirements of data protection law.

### 6. Data export and deletion

At any time during the term of the Agreement, the Customer shall have the option to access, extract, correct and erase the Personal Data stored in the MOXIS Cloud Service. However, in this context XiTrust expressly refers to the Customer's obligation to the data security measures according to Section 8.5 of the main part of the MOXIS Cloud Service Terms.

At the end of the term, the Customer is no longer entitled to use the MOXIS Cloud Service and XiTrust's confidential information. For 30 calendar days after the end of the term, XiTrust will only grant the Customer and Affiliates access to the MOXIS Cloud Service for the sole purpose of backing up the data so that the Customer can finally extract the data (this is equivalent to returning the Personal Data).

The MOXIS Cloud Service may not support the software that the Customer provides for extraction. XiTrust assumes no liability for the extraction of customer data.

The Customer hereby instructs XiTrust to completely erase all remaining customer data created in connection with the provision of the MOXIS Cloud Service after the end of the contract, unless XiTrust is required to retain such data under applicable law.

### 7. Control rights of the Customer as Controller

XiTrust will regularly check compliance with the obligations agreed upon in this DPA and prepare audit reports. XiTrust will make these audit reports available to the Customer upon request. Test reports are confidential information and are subject to the confidentiality agreement of the MOXIS Cloud Service Terms.

To the extent that Customer's control requirements cannot be adequately met by providing the audit reports and other information requested by Customer for this purpose, Customer or an auditor appointed by Customer may audit the control environment and compliance with the Technical and Organizational Measures (TOMs) protecting the MOXIS Cloud Service production systems at its own expense, subject to mutually agreed scheduling, unless the audit is formally conducted by a regulatory authority. XiTrust may object to the selection of the assigned auditor in the event of factual objections based on the person of the appointed auditor. The Customer will not be granted access to the data of other customers of XiTrust or facilities or systems that are not related to the provision of the MOXIS Cloud Service.

### 8. Sub-processors

#### 8.1 Permitted use

The Customer hereby grants XiTrust its prior general written consent to transfer the processing of Personal Data to sub-processors under the following conditions:

- ✓ XiTrust engages sub-processors on the basis of written contracts in accordance with Art 28 GDPR, which comply with the provisions of these DPA with respect to the processing of Personal Data by the sub-



processor, in particular the appropriate technical and organizational measures. XiTrust shall be liable for any violations by the subcontracted processor in accordance with the MOXIS Cloud Service Terms.

- ✓ The list of XiTrust's sub-processors valid at the time the contract is concluded, including their scope of activities, will be made available to the Customer upon request.

## 8.2 New Sub-processors

The use of new sub-processors is at the discretion of XiTrust under the following conditions:

- ✓ XiTrust shall inform the Customer as the Controller party in advance by e-mail about the planned additions or replacements within the list of sub-processors and their areas of activity.
- ✓ The Customer as the Controller shall be given the opportunity to object to such changes in accordance with Section 8.3.

## 8.3 Objection to new sub-processors

If the Customer has a legitimate reason under data protection law to object to the processing of Personal Data by the new sub-processor(s) for the provision of MOXIS Cloud Service under the Agreement, the Customer may terminate the Agreement by giving written notice to XiTrust, Attn: Data Protection Coordinator, within 30 days from the date of XiTrust's notice of the new Sub-Processor, effective on a date specified by the Customer. If the Customer does not terminate the contract within the 30-day period, the new sub-processor shall be deemed to have been approved by the Customer.

Any termination under this provision shall be deemed by the parties to be without fault.

## 8.4 Emergency Exchange

XiTrust may replace a sub-processor without prior notice if the immediate replacement is necessary for security or other reasons. In this case, XiTrust shall inform the Customer about the new sub-processor immediately after its appointment. Section 8.3 applies mutatis mutandis.

## 9. Documentation; processing directory

Each party is responsible for complying with its documentation obligations under data protection law, in particular for maintaining procedure directories. Each Party shall provide reasonable assistance to the other Party in fulfilling its documentation obligations.



## Attachment 1 to Annex C – Subject, purpose and duration of the processing of personal data

### Object and purpose

XiTrust processes customer data as part of the DPA exclusively in connection with the provision of the MOXIS Cloud Service for the Customer and its affiliates necessary for the use and rendering of software support and software maintenance. Personal data is processed in connection to the following:

- ✓ Processing of personal data to configure, operate and provide the MOXIS Cloud Service.
- ✓ Communication with authorized users (exclusively to provide software maintenance and software support services).
- ✓ Storing personal data in data centers of sub-processors.
- ✓ Upload for correction purposes, service packs, updates or upgrades in the MOXIS Cloud Service.
- ✓ Creation of backups of persona data.
- ✓ Network access to enable the transfer of personal data.
- ✓ Execution of instructions of the Customer according to the Agreement.

### Duration of the personal data processing

The term of the DPA corresponds to the contract term between the Customer and XiTrust in connection to the MOXIS Cloud Service.

### Location of the processing of personal data

The processing of Personal Data takes place exclusively within the EU.

### Data subjects

Data subjects can generally be classified as follows: Data subjects can generally be classified as follows: authorized users, such as employees, business partners or other persons, whose personal data is stored in the MOXIS Cloud Service.

### Data categories:

In general, personal data can be classified as follows: In general, personal data can be classified as follows: contact data (e.g., name, address, telephone, email), system access/use/credentials, name of the company, contract data, invoice data and data subject to specific applications, which are collected by authorized users of the Customers in the MOXIS Cloud Service..

### Special data categories (if given)

The personal data may also be classified in the special data categories set out in the contract.





## Attachment 2 to Annex C – Technical and Organizational Measures

XiTrust and its subcontractors have taken the following technical and organizational measures for the use of the MOXIS Cloud Service:

<b>Confidentiality (Art. 32 para 1 lit b GDPR)</b>	
<p style="text-align: center;"><b>Physical access control</b></p> <p>As part of the physical <b>access control</b> unauthorized persons shall not be allowed to physically enter the data processing facilities, where personal data are processed. Unauthorized persons shall be prevented from getting closer to the unattended data processing facilities. This way the possibility that an unauthorized party might gain knowledge or influence will be excluded from the beginning.</p>	<p>XiTrust:</p> <ul style="list-style-type: none"> <li>• Security locks</li> <li>• Access not possible from outside</li> <li>• Alarm system</li> <li>• Visitors monitoring</li> <li>• Process to revoke credentials that are no longer needed</li> </ul> <p>Data center</p> <ul style="list-style-type: none"> <li>• Magnet or chip cards</li> <li>• Electric door opener</li> <li>• Security staff</li> <li>• Concierge</li> <li>• Alarm and video system</li> </ul>
<p style="text-align: center;"><b>Data access control</b></p> <p>The unauthorized use of data processing systems will be hindered through <b>data access control</b>. The perpetration into the system is protected even for unauthorized persons outside the system.</p>	<p>XiTrust:</p> <ul style="list-style-type: none"> <li>• (Secure) passwords (including the corresponding policy)</li> <li>• User authentication</li> <li>• Automatic locking mechanism</li> <li>• Separating company and guest Wi-Fi</li> <li>• Security actions for external access to the company's network e.g., work from home (virtual private network)</li> <li>• Guideline on secure use of mobile devices</li> <li>• No use of private terminal devices</li> <li>• Encryption of data media</li> </ul> <p>Data center</p> <ul style="list-style-type: none"> <li>• (Secure) passwords (including the corresponding policy)</li> <li>• Automatic locking mechanism</li> <li>• Two factor authentication</li> <li>• Encryption of data media</li> </ul>
<p style="text-align: center;"><b>Access authorization control</b></p> <p><b>Access authorization control</b> ensures that the persons authorized to use a data processing system exclusively have access to the data that correspond to their access authorization and that personal data during the processing, use and after being stored cannot be read, copied, changed or deleted without authorization. This way access and storage measures are both controlled. In terms of organizational matters, the access control ensures that the access is only granted for data required by the employee to accomplish the tasks They have been assigned to.</p>	<p>XiTrust:</p> <ul style="list-style-type: none"> <li>• Standard authorization profiles on a 'need-to-know' basis</li> <li>• Standard process to grant access</li> <li>• Access log</li> <li>• Regular testing of the authorizations granted, especially for administrative user accounts</li> <li>• Process to revoke credentials that are no longer needed</li> </ul> <p>Data center</p> <ul style="list-style-type: none"> <li>• Standard authorization profiles on a 'need-to-know' basis</li> <li>• Standard process to grant access</li> <li>• Access log</li> <li>• Regular testing of the authorizations granted, especially for administrative user accounts</li> </ul>



<p style="text-align: center;"><b>Separation control</b></p> <p>As part of the separation rule, XiTrust ensures that data collected for different purposes will be processed separately.</p>	<p>XiTrust:</p> <ul style="list-style-type: none"> <li>• Client separation</li> <li>• Separation of productive and test system (Private Cloud)</li> <li>• Physically separated storage on separated systems (Private Cloud)</li> </ul> <p>Data center</p> <ul style="list-style-type: none"> <li>• Multi-client capability</li> <li>• Sandboxing</li> </ul>
<p style="text-align: center;"><b>Pseudonymization</b></p> <p>The processing of personal data is carried out in such a manner that it cannot longer be attributed to a specific data subject without additional information, provided that such additional information is stored separately and is subject to technical and organizational measures.</p>	<p>XiTrust:</p> <ul style="list-style-type: none"> <li>• Provider shielding</li> <li>• No targeted reading of personal data in documents</li> </ul> <p>Data center</p> <p>If necessary or appropriate for the respective data processing, the primary identifiers of the Personal Data in the respective data application shall be removed so that the data can no longer be attributed to a specific data subject without the use of additional information, and such additional information shall be kept separately and shall be subject to appropriate technical and organizational measures</p>
<p><b>Integrity (Art. 32 para 1 lit b GDPR)</b></p>	
<p style="text-align: center;"><b>Transfer control</b></p> <p><b>Transfer control</b> prevents data carriers from being read, copied, removed or modified without authorization and to verify when data transmission is taking place.</p>	<p>XiTrust:</p> <ul style="list-style-type: none"> <li>• No unauthorized reading, copying, modifying or removing during data transfer or transport.</li> <li>• Encryption</li> <li>• Virtual private networks</li> <li>• Protected connection from and to the data center</li> <li>• No data transfer during the signing process /Hash value procedure)</li> </ul> <p>Data center</p> <ul style="list-style-type: none"> <li>• No unauthorized reading, copying, modifying or removing during data transfer or transport.</li> <li>• Encryption</li> <li>• Virtual private networks</li> </ul>
<p style="text-align: center;"><b>Entry control</b></p> <p><b>Entry control</b> ensures that it can be traced back when and by whom personal data has been entered, changed, deleted or removed in the data processing system.</p>	<p>XiTrust:</p> <ul style="list-style-type: none"> <li>• Logging of whether or by whom personal data has been entered, changed or removed in the data processing system</li> <li>• Entering, modifying or removing data is only possible in cooperation with the data controller.</li> </ul> <p>Data center</p> <ul style="list-style-type: none"> <li>• Logging of whether or by whom personal data has been entered, changed or removed in the data processing system</li> </ul>
<p><b>Availability and resilience (Art. 32 para 1 lit b GDPR)</b></p>	



<p style="text-align: center;"><b>Availability control</b></p> <p>By means of these measures it is ensured that data is protected from accidental destruction or loss and always available for the Customer or ordering party.</p>	<p>XiTrust:</p> <ul style="list-style-type: none"> <li>• Backup strategy</li> <li>• Virus protection</li> <li>• Firewall</li> <li>• Standard processes when employees enter/leave the company</li> </ul> <p>Data center</p> <ul style="list-style-type: none"> <li>• Backup strategy (online/offline, on-site/off-site)</li> <li>• Uninterrupted power supply (USV diesel generator)</li> <li>• Virus protection</li> <li>• Firewall</li> <li>• Reporting channels and emergency plans</li> <li>• Security checks of the infrastructure and at application levels.</li> <li>• Multi-staged security concept and data encryption to alternative data centers.</li> <li>• Standard processes when employees enter/leave the company</li> <li>• Rapid recovery (Art. 32 para 1 lit c GDPR)</li> </ul>
<p><b>Process for regularly testing assessing and evaluating (Art. 32 para 1 lit b GDPR)</b></p>	
<p style="text-align: center;"><b>Data protection management</b></p> <p>Following measures guarantee the existence of an organization that fulfils the basic statutory data protection requirements.</p>	<p>XiTrust:</p> <ul style="list-style-type: none"> <li>• Data protection management including continuous staff training</li> <li>• Incident-response processes</li> <li>• Order control: no order processing without the corresponding instructions and</li> <li>• An unambiguous contract</li> <li>• Formalized order management</li> <li>• Strict selection of the service provider</li> <li>• Vetting duty</li> <li>• Follow-up controls</li> <li>• Confidentiality obligation of the employees</li> <li>• Assignment of a data protection manager</li> <li>• Regular audit of the technical and organizational measures for data protection</li> </ul> <p>Data center</p> <ul style="list-style-type: none"> <li>• Data protection management including continuous staff training</li> <li>• Incident-response processes</li> <li>• Order control: no order processing without the corresponding instructions and</li> <li>• An unambiguous contract</li> <li>• Formalized order management</li> <li>• Strict selection of the service provider</li> <li>• Vetting duty</li> <li>• Follow-up controls</li> </ul>
<p><b>Data protection through technology design and data protection-friendly defaults (Art. 25 para 1 and 2 GDPR)</b></p>	



<p><b>Data protection through technology design</b></p> <p>Following measures guarantee the existence of an organization that fulfils the basic statutory data protection requirements.</p>	<p>MOXIS:</p> <ul style="list-style-type: none"><li>• Option to validate the correctness of personal data</li><li>• Personal data is stored only as long as it is required for the pursued purpose (automatic erasure concept).</li><li>• Guarantee of integrity and confidentiality of personal data through technical measures and concepts, e.g. through authorization concept, traceability of changes, protection against manipulation, zone segmenting</li><li>• Processes for data subject queries</li><li>• Possibility of correction, deletion and restriction of the processing of personal data</li><li>• Regular validation of the software by means of independent tools and penetration tests</li></ul>
<p><b>Data protection-friendly defaults</b></p> <p>Following measures guarantee the existence of an organization that fulfils the basic statutory data protection requirements.</p>	<p>MOXIS is set up and configured in such a way that only personal data can be processed that is required for the relevant purpose being pursued.</p>