MOXIS Enterprise On-Prem Perpetual License Provisions AT (Team User)

Current as of: August 30, 2021

Disclaimer:

The following translation of the MOXIS Enterprise On-Prem Perpetual License Provisions 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 Enterprise On-Prem Perpetual License Provisions is binding, which you can access at: https://www.xitrust.com/agb/

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1. Scope

These MOXIS Enterprise On-Premises Perpetual License Terms (including all annexes and documents referred to) govern the contractual relationship between the Customer and XiTrust Secure Technologies GmbH, FN 219152h, with registered office in A-8010 Graz, Grazbachgasse 67, hereinafter referred to as "XiTrust", for the use of the software "MOXIS" as an on-premises solution and use of MOXIS On-Premises Services (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 Enterprise On-Prem Perpetual License Provisions, has transmitted a written order confirmation to the Customer. It is agreed that the Customer accepts the exclusive validity of these MOXIS On-Prem Perpetual License Provisions in any case of usage of MOXIS. All contracts bind XiTrust only in the scope offered in writing in the proposal, including these MOXIS Enterprise On-Prem Perpetual License provisions ("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 MOXIS has been granted by the Customer or its affiliates or their business partners.

Documentation: refers to the MOXIS user handbook made available digitally

Setup and Deployment: refers to the services of XiTrust for setup and deployment of MOXIS in the Customer's data center according to Annex B2

Business partner: refers to a company requiring access to MOXIS 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.

Customer: refers to the company with which XiTrust concludes the Contract for MOXIS Enterprise On-Prem Perpetual License

Customer data: all content, materials, data, personal data and information collected from authorized users by MOXIS, derived from its use and stored in MOXIS, 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

Customer Data Center (DC): designates the Customer's network or data center in which MOXIS is run, as well as where customer data is stored and processed

Term for MOXIS On-Premises - Software Maintenance and Software Support: refers to the minimum term agreed in the contract for MOXIS On-Premises - Software Maintenance and Software Support plus - if applicable - the respective renewal term(s) - see Annex B1 for this purpose

Licensing conditions: refers to the conditions for the use of the MOXIS Enterprise On-Prem Perpetual License 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 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 software maintenance and software support or consulting service, where applicable, for the Customer or its affiliates

MOXIS On-Premises: refers to the independent running of MOXIS by the Customer in the Customer's data center

MOXIS On-Premises Services: refer to the services to be provided by XiTrust in terms of software maintenance and software support, as well as setup and deployment of MOXIS in the Customer's data center. The provisions for software maintenance and software support are found in Annex B1, and the provisions on setup and deployment are found in Annex B2

QES interface & QRS module: refers to the interface for qualified electronic signature in MOXIS

Perpetual License: refers to the perpetual provision of MOXIS in exchange for payment of the agreed fee

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

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 Enterprise On-Prem Perpetual License according to Annex B1

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 MOXIS, please see in particular the licensing conditions according to Annex A

4. MOXIS Enterprise On-Prem Perpetual License Scope of Performance

4.1 Perpetual License Rights of Use

4.1.1 Granting of Rights

After complete payment of fees, XiTrust grants the Customer and its affiliates the non-exclusive, non-sublicensable, perpetual right to use the MOXIS Enterprise On-Prem Perpetual License, 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 Enterprise On-Prem Perpetual License is allowed to be deployed by the Customer exclusively for intended use for the contractual purpose. Any use of the MOXIS Enterprise On-Prem Perpetual License 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 Enterprise On-Prem Perpetual License 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. Customer and its affiliates may not copy, translate, disassemble,

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decompile, reverse engineer or otherwise modify or create derivative works (except to the extent permitted by mandatory law) when using the MOXIS Enterprise On-Prem Perpetual License. The Customer and its affiliates are not allowed to use the MOXIS Enterprise On-Prem Perpetual License in a manner in violation of applicable law.

The Customer is liable towards XiTrust for the use of the MOXIS Enterprise On-Prem Perpetual License by the Customer, its affiliates and business partners, as well as authorized users, in conformity with the stipulations in the contract.

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 Enterprise On-Prem Perpetual License as well as 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 the MOXIS Enterprise On-Prem Perpetual License 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.

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 Enterprise On-Prem Perpetual License.

The respective current range of functions of the MOXIS Enterprise On-Prem Perpetual License 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.

Within the scope of continuous improvement and further development of MOXIS, new functions and services may be added, amended or eliminated, 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 functionalities of MOXIS during the term, XiTrust can adopt them at its own discretion in the standard functionalities of the MOXIS Enterprise On-Prem Perpetual License and make them available to the Customer (e.g. within the scope of an update) at no additional fee, or the Customer can acquire them separately in exchange for a corresponding increase of the user fee within the scope of new additions or additional add-on packages. Customer has no entitlement to such newly developed modules, language versions and/or functionalities being made available (for free).

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

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4.3 On-Premises Scope of Performance

XiTrust grants the Customer the right to use MOXIS in accordance with Section 4.1.1 in the customer data center. It is the Customer's responsibility to ensure availability, performance and corresponding storage space.

The Customer grants XiTrust all rights necessary for the performance of the contract to process the Customer data in accordance with Annex C. Please also refer to Section 13. "Data Security and Data Protection".

4.4 Warranty

XiTrust warrants that MOXIS will meet the scope of performance and functionality of the MOXIS Enterprise On-Prem Perpetual License as defined in Sections 4.2 and 4.3.

One of the handover from the MOXIS to XiTrust to be reported.

The Customer is obligated to immediately notify XiTrust in writing of any defects occurring within the warranty period. 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;

In the event of failure of two attempts to remedy the defect, the Customer shall be entitled:

- to demand a price reduction, or
- except in the case of minor defects, to withdraw from the contracts for the MOXIS Enterprise On-Prem Perpetual License and MOXIS On-Premises Software Maintenance and Software Support, charging the Customer a reasonable fee for its use, and to reclaim the remuneration paid to XiTrust for this and the unused prepaid remuneration for software maintenance and software support.

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.

XiTrust does not warrant that MOXIS will run error-free or without interruption or that XiTrust will remedy all defects.

XiTrust warrants that the rights of use on MOXIS 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 MOXIS On-Premises Services is governed by the Annexes, Software Maintenance and Software Support by Annex B1 and for Setup and Deployment in Annex B2.

4.4.1 No validity of the warranty for MOXIS

The warranty for MOXIS 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,

✓ to the extent that customer data 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 MOXIS,

✓ in case of self-initiated interventions or modifications of MOXIS or MOXIS On-Premises Services by the Customer, such as changes, adaptations, connection with other programs by the Customer or

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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 operation and availability of MOXIS in the Customer's data center or the interaction of the services of XiTrust with the system environment, the Customer's organization or the services of third parties (except for vicarious agents of XiTrust), except for the MOXIS On-Premises Services.

XiTrust offers no warranty for the results attained the MOXIS Enterprise On-Prem Perpetual License, 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.

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 obligations to mitigate damage. 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 4.4.1 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, including the source code, along with MOXIS materials. The Customer is granted the non-exclusive rights to use MOXIS as specified in these MOXIS Enterprise On-Prem Perpetual License Terms.

8. Duties of care and cooperation of the Customer

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 Enterprise On-Prem Perpetual License.

8.1 Obligation to cooperate

The Customer is obligated to support XiTrust to the best of its ability in the provision of the MOXIS On-Premises 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. 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 which can also be used to compromise MOXIS Enterprise On-Premises 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 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, pending release from XiTrust.

8.3 Compliance with minimum technical requirements

The Customer is responsible for ensuring that the minimum technical requirements required for the contractual drawdown and use of the MOXIS Enterprise On-Prem Perpetual License and specified by XiTrust are met according to MOXIS materials.

8.4 No disclosure of access authorization and data

Disclosure of the access authorization of Authorized Users to the MOXIS Enterprise On-Prem Perpetual License 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.

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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 in MOXIS is deleted automatically on a regular basis. Therefore, the Customer is responsible for data backup.

8.6 Compliance

In connection with the use of the MOXIS Enterprise On-Prem Perpetual License, the parties undertake to comply with the contract, all applicable legal provisions, in particular the DSGVO and the DSG, and shall be liable to each other 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 its consent that XiTrust is entitled to name the Customer 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, whereupon the company will seek a solution.

10. Fees

10.1 Specified fee

The authorization to use the MOXIS Enterprise On-Prem Perpetual License in the version upon conclusion of contract exists exclusively in exchange for payment of the fee specified by XiTrust in the proposal in the form of the license fees and the recurring signature costs.

The authorization for drawdown of MOXIS On-Premises Services are governed by Annexes B1 and B2.

The recurring fees specified in the proposal apply in case of annual prepayment.

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 services purchased by XiTrust from third parties, will be passed on to the Customer during the term of the contract.

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

10.2 Billing

The settlement of the license fees takes place after the order.

Billing for MOXIS On-Premises Services is governed by Annexes B1 and B2.

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The contractually agreed recurring signature costs are charged annually in advance. The billing of the number of contractually agreed signatures takes place annually retroactively after assessment of the executed signatures. Please refer in particular to Section 4.1.2

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 Enterprise On-Prem Perpetual License 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. Further rights of XiTrust due to default of payment by the Customer (in particular to extraordinary termination of the contract for software maintenance and software support) remain unaffected.

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

11. 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.

11.1 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.

11.2 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.

11.3 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.

12. Data Security and Data Protection

The data protection measures with regard to the provision of MOXIS On-Premises Services are stipulated in the Technical and Organizational Measures pursuant to Attachment 2 to Annex C. XiTrust is entitled to modify the security measures as long as they do not fall below the corresponding security or data protection level.

In terms of data protection law, XiTrust is the processor vis-à-vis the Customer concerning the rendering of MOXIS On-Premises Services. Pursuant to Art. 28 GDPR, the Customer and XiTrust are entering into a Data Processing Agreement ("DPA") according to Annex C.

13. 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 Enterprise On-Prem Perpetual License terms at any time to reflect any regulatory changes or changes to the MOXIS Enterprise On-Prem Perpetual License.

XiTrust publishes the amended provisions on the website with the "date of last update". Notifications of upcoming changes to the MOXIS Enterprise On-Prem Perpetual License terms will be sent via e-mail to Customer at least 30 days prior to the effective date.

If the Customer has a legitimate reason to object to the change, it can terminate the Agreement by giving 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.

14. Other provisions

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.

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.

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.

15. Annexes

Annex A Licensing Terms

Annex B1: MOXIS On-Premises Services - Software Maintenance and Software Support

Annex B2: MOXIS On-Premises 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 Enterprise On-Prem Perpetual License.

A **team user** is a natural person who is authorized to use MOXIS 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 MOXIS with their names. Customer must purchase the required number of team user licenses prior to using the MOXIS Enterprise On-Prem Perpetual License. The purchase of any additionally required team user licenses by the Customer must also be made before the MOXIS Enterprise On-Prem Perpetual License is used by other natural persons.

MOXIS 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 MOXIS 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 MOXIS 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 MOXIS 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 possible number of parallel orders including at least one guest user is specified in the proposal.

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

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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 ZertS. This does not require a certificate from the signatory. In MOXIS, 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.

Seal is an electronic seal in accordance with the eIDAS Regulation or ZertS. 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.

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Annex B1: MOXIS On-Premises Services - Software Maintenance and Software Support

This annex governs the MOXIS On-Premises Services - Software Maintenance and Software Support provided by XiTrust for the MOXIS Enterprise On-Prem Perpetual License. The provisions set forth in this annex are supplemental to the main body of the MOXIS Enterprise On-Prem Perpetual License provisions; in the event of any inconsistency between the provisions, the provisions set forth in this annex shall prevail.

16. Charging and billing for software maintenance and software support

The entitlement to use software maintenance and software support in accordance with Annex B1 is granted exclusively against payment of the recurring fee for software maintenance and software support. The recurring fees specified in the proposal apply in case of annual prepayment.

Software maintenance and software support are invoiced annually in advance.

Stability of value of all recurring fees is expressly agreed. The consumer price index 2015 (base year 2015) published monthly by Statistics Austria or an index replacing it serves as a measure for calculating the stability of value.

17. Contract term and contract termination concerning Software Maintenance and Software Support

The contract for MOXIS On-Premises Services – Software Maintenance and Software Support shall have the initial term defined in the proposal, starting from the conclusion of the contract ("Minimum term for MOXIS On-Premises – Software Maintenance and Software Support"). A minimum term of 1 year shall be deemed to have been agreed, unless otherwise agreed in the proposal. The contract for MOXIS On-Premises Services - Software Maintenance and Software Support shall thereafter be extended for a further contract year in each case ("Extension Term for MOXIS On-Premises - Software Maintenance and Software Support") unless it is 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.

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.

After termination of the contract for MOXIS On-Premises Services software maintenance and software support, the Customer is no longer entitled to use these MOXIS On-Premises Services and the related confidential information of XiTrust.

In the event of termination of the contract, the Customer may be entitled to a (pro-rata) refund for (pre)paid remuneration for the MOXIS On-Premises Services concerned, unless there are justified reasons on the part of the Customer for XiTrust to retain the remuneration.

The right of both contracting parties to extraordinary termination for good cause remains unaffected. 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 violates the regulations on the granting of usage rights, in particular the license conditions, and does not remedy this violation within 30 days of XiTrust's determination of the violation despite XiTrust's request. Please refer also to Section 4.1.2 Validation

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Other rights of XiTrust shall remain unaffected by this.

18. Software Maintenance and Software Support Services

18.1 Software maintenance

Within the scope of software maintenance, XiTrust provides the following services:

- ✓ 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.

18.2 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.

18.2.1 Support Levels

1st **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.

2nd **Level Support:** If there is an error that exceeds 1st level support, the Customer can contact the 2nd 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.

18.2.2 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 (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.

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✓ The message must contain a precise description of the error and describe the effects of the error. In the case of errors subject to warranty, it must additionally be demonstrated that the error was already present at the time of acceptance of the setup and deployment of MOXIS On-Premises or the provision of the affected service for software maintenance and software support.

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.

18.2.3 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 production system: 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.

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18.3 Not included in software maintenance or software support, in particular, are

- ✓ Supply of upgrades for the Customer. Upgrades are revisions of major releases (e.g. Version 3.0, Version 4.0, ...) and encompass program modifications requiring comprehensive reorganization, setup and deployment of the program.

- ✓ 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

19. Standard of care

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

20. Warranty for Software Maintenance and Software Support

A defect in software maintenance and software support subject to warranty must be reported by the Customer within 30 days of XiTrust providing the services in question.

If XiTrust is not able to improve the defect in an economically justifiable manner within a reasonable period of time, the Customer is entitled to have the defect remedied if two attempts to remedy the defect fail:

- to demand a price reduction, or
- except in the case of minor defects, to terminate the contract for MOXIS On-Premises software maintenance and software support and to reclaim the unused prepaid remuneration.

The warranty for MOXIS 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 or MOXIS On-Premises Services 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.

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.

20.1 Obligations of the Customer to cooperate

The Customer is obligated to support XiTrust in connection rendering the software maintenance and software support, in particular with regard to 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

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duty to cooperate is an indispensable prerequisite for successful, rapid, and defect-free service provision or troubleshooting.

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Annex B2: MOXIS On-Premises Services – Setup and Deployment

This annex governs the MOXIS On-Premises Services - Setup and Deployment by XiTrust. The provisions set forth in this annex are supplemental to the main body of the MOXIS Enterprise On-Prem Perpetual License provisions; in the event of any inconsistency between the provisions, the provisions set forth in this annex shall prevail.

21. Performance description

XiTrust provides the services agreed in the contract for the setup and deployment of the MOXIS On-Premises 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.

22. Standard of care

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

23. Obligations of the Customer to cooperate

The Customer is obligated to support XiTrust 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 or troubleshooting.

24. 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.

25. 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. If MOXIS On-Premises 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.

26. Charging & 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.

27. 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 acceptance 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 minor defects, to terminate the contract for MOXIS On-Premises 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,

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- ✓ 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 or MOXIS On-Premises Services 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.

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

1. Background

The Customer and XiTrust have entered into a contract for a MOXIS Enterprise On-Prem Perpetual License ("Contract").

XiTrust is the data protection processor vis-à-vis the Customer with regard to the setup and deployment of MOXIS as well as the provision of software maintenance and software support ("MOXIS On-Premises Services"). Gem. According to Art. 28 GDPR, the Customer and XiTrust are entering into the present Data Processing Agreement ("DPA").

This DPA applies to Personal Data processed by XiTrust in connection with the provision of MOXIS On-Premises Services 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. If XiTrust informs or sends notices to the Customer, such information or notices are deemed to have been received from the responsible parties to whom the Customer has granted permission to use MOXIS. 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. Attachment 1 stipulates the agreed subject, the nature and purpose of the processing, the type of Personal Data, the categories of Data Subjects and Attachment 2 stipulates 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 it only refers to Personal Data that is (i) collected by or through the use of Authorized Users in MOXIS, 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.

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

Terms used in this DPA or in Attachments 1 and 2 but not defined in this DPA or in the body of the MOXIS Enterprise On-Prem Perpetual License Terms shall be defined in accordance with the GDPR.

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 (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. The Customer has checked these TOMs and declares its agreement that TOMs are appropriate with respect to MOXIS On-Premises Services, taking into account the state of the art, the implementation costs, the nature, scope, context and purpose of processing of personal data.

4.2 Changes

XiTrust applies the TOMs described in Attachment 2 equally to all customers. 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 documented instructions, and any use of the MOXIS On-Premises Service by the 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.

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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. Erasure

The Customer has the option at any time to access, extract, correct and erase the personal data stored in MOXIS.

The Customer hereby instructs XiTrust to completely erase all remaining customer data created in connection with the provision of the MOXIS On-Premises Services 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. Audit reports are confidential information and are subject to the confidentiality agreement.

To the extent that the Customer's control requirements cannot be adequately met by the submission of the audit reports and other information requested by the Customer for this purpose, the Customer or an auditor appointed by it may audit the control environment and compliance with the Technical and Organizational Measures (TOMs) at its own expense, subject to mutually agreed deadlines, unless the audit is formally carried out by a supervisory 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 does not receive access to the data of other customers of XiTrust or facilities or systems that are not related to the MOXIS On-Premises Services.

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 is liable for any violations by the sub-processor under the MOXIS Enterprise On-Prem Perpetual License provisions.

- ✓ 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 On-Premises Services 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 On-Premises Services for the Customer and their affiliates. Personal data is processed in connection to the following:

- ✓ the setup of MOXIS in the system environment of the Controller as well as provision of software maintenance and software support for MOXIS

- ✓ Communication with authorized users (exclusively to provide software maintenance and software support services).

- ✓ Upload for correction purposes, service packs, updates or upgrades

- ✓ Network access to provide MOXIS On-Premises Services

- ✓ 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 On-Premises software maintenance and software support.

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: authorized users, such as employees, business partners or other persons, whose personal data is stored in the MOXIS.

Data categories:

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 MOXIS.

Special data categories (if given)

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

XiTrust has implemented the following technical and organizational measures for the provision of the MOXIS On-Premises Services:

Confidentiality (Art. 32 para 1 lit b GDPR)	
Physical access control As part of the physical **access control** 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.	XiTrust: • Security locks • Access not possible from outside • Alarm system • Visitors monitoring • Process to revoke credentials that are no longer needed
Data access control The unauthorized use of data processing systems will be hindered through **data access control**. The perpetration into the system is protected even for unauthorized persons outside the system.	XiTrust: • (Secure) passwords (including the corresponding policy) • User authentication • Automatic locking mechanism • Separating company and guest Wi-Fi • Security actions for external access to the company's network e.g., work from home (virtual private network) • Guideline on secure use of mobile devices • No use of private terminal devices • Encryption of data media
Access authorization control **Access authorization control** 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.	XiTrust: • Standard authorization profiles on a 'need-to-know' basis • Standard process to grant access • Access log • Regular testing of the authorizations granted, especially for administrative user accounts • Process to revoke credentials that are no longer needed

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Separation control As part of the separation rule, XiTrust ensures that data collected for different purposes will be processed separately.	XiTrust: • Client separation • Separation of productive and test system
Pseudonymization 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.	XiTrust: • Provider shielding • No targeted reading of personal data in documents
Integrity (Art. 32 para 1 lit b GDPR)	
Transfer control **Transfer control** prevents data carriers from being read, copied, removed or modified without authorization and to verify when data transmission is taking place.	XiTrust: • No unauthorized reading, copying, modifying or removing during data transfer or transport. • Encryption • Virtual private networks • Protected connection from and to the data center • No data transfer during the singing process /Hash value procedure)
Entry control **Entry control** 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.	XiTrust: • Logging of whether or by whom personal data has been entered, changed or removed in the data processing system • Entering, modifying or removing data is only possible in cooperation with the data controller.
Availability and resilience (Art. 32 para 1 lit b GDPR)	
Availability control 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.	XiTrust: • Backup strategy • Virus protection • Firewall • Standard processes when employees enter/leave the company
Process for regularly testing assessing and evaluating (Art. 32 para 1 lit b GDPR)	

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Data protection management Following measures guarantee the existence of an organization that fulfils the basic statutory data protection requirements.	XiTrust: • Data protection management including continuous staff training • Incident-response processes • Order control: no order processing without the corresponding instructions and • An unambiguous contract • Formalized order management • Strict selection of the service provider • Vetting duty • Follow-up controls • Confidentiality obligation of the employees • Assignment of a data protection manager • Regular audit of the technical and organizational measures for data protection

Data protection through technology design and data protection-friendly defaults (Art. 25 para 1 and 2 GDPR)

Data protection through technology design Following measures guarantee the existence of an organization that fulfils the basic statutory data protection requirements.	MOXIS: • Option to validate the correctness of personal data • Personal data is stored only as long as it is required for the pursued purpose (automatic erasure concept). • 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 • Processes for data subject queries • Possibility of correction, deletion and restriction of the processing of personal data • Regular validation of the software by means of independent tools and penetration tests
Data protection-friendly defaults Following measures guarantee the existence of an organization that fulfils the basic statutory data protection requirements.	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.

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