

DORA ADDENDUM

for the implementation of Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (EC) No 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011 ("DORA")
The governing existing agreement (as indicated below) between SAG ARIS (or one of its affiliated companies) for the provision of Software and/or associated Services between Supplier and Customer:

Agreement:

Date:

(the "Agreement")

is supplemented by this Addendum (the "DORA Addendum") including its' Security Compliance Attachment (the "SCA") (together the "DORA Documentation"), which are incorporated into the Agreement by reference. Supplier may change or add to the terms and conditions of the SCA from time to time for legal, security or other substantive reasons, provided that such changes are not material.

The most recent version of the SCA can be accessed by Customer under: <https://trust.aris.com>. To the extent that the provisions of the DORA-Documentation address subject matter already governed by the Agreement, the relevant contractual terms shall be amended and superseded accordingly by the DORA Documentation. Except as explicitly amended by the DORA Documentation, all other terms and conditions of the Agreement shall remain in full force and effect.

1. DEFINED TERMS

For the interpretation of the terms used in the DORA Documentation, the definitions set forth in the DORA Documentation shall apply. For all other undefined terms, the definitions provided in the Agreement and Article 3 of DORA shall apply.

2. SCOPE OF SERVICE

Supplier shall provide the Software and/or associated Services as specified in the Agreement. The Software and/or associated Services shall be provided from the date specified in the Agreement and for the period specified therein. Customer defines services supporting critical or important functions as part of Customer's regulatory obligations and notifies Supplier in writing whether the provided Software and/or Services are classified as supporting critical or important functions.

3. REFERENCES

Subject	Please refer to
Subcontracting	Section 1 SCA
Locations	Section 2 SCA
Data Protection	Section 3 SCA
Service Quality	Section 6 SCA
ICT Incident	Section 4.3 SCA
Supervision	Section 7. IV SCA
Training	Section 4.4 SCA
Reporting	Section 5 SCA
BCM	Section 4.2 SCA
Security	Section 4.1 SCA
TLPT	Section 4.6 SCA
Monitoring	Section 6 SCA
Audit Rights	Section 7 SCA

4. TERMINATION

In addition to any termination rights under the Agreement, the following rights shall apply:

4.1 Direction of competent authority

In case the competent authority and/or resolution authority notifies Customer in writing about its obligation to terminate its relationship with Supplier, Customer may, upon written notice and without penalty, terminate the Agreement in accordance with the expectations of competent authorities and/or resolution authorities.

4.2 Services supporting critical or important functions

For Services supporting critical or important functions the following shall apply additionally:

1. Customer may terminate the Agreement in case of developments that might have a material impact on the Supplier's ability to effectively provide Software and/or associated Services in line with agreed service levels (if any). Whether such developments have a material impact shall be validated by an external independent party. The Parties will meet and confer in good faith regarding appropriate means of resolution

of any such developments having material impact. The Customer shall set a reasonably long term to achieve such agreed resolution. In case the Parties are unable to reach a resolution within a reasonable time, the Customer may terminate the Agreement with a notice period of six months to the end of the month upon written notice to Supplier.

2. Customer may terminate the Agreement with a notice period of six months to the end of the month upon written notice to Supplier, in case
 - i. Customer has objected to material changes to the subprocessing arrangements according to Section 1. III. 1. SCA and requested for modifications to those arrangements, but the Supplier has nevertheless implemented those material changes;
 - ii. Supplier has implemented material changes to subprocessing arrangements before the end of the notice period according to Section 1. III. 1. SCA without approval by the Customer;
 - iii. Supplier subcontracts Software and/or associated Services not explicitly permitted to be subcontracted.

4.3

Access to Data

1. In the event of the insolvency, resolution or discontinuation of the business operations of the Supplier, or in the event of the termination of the Agreement under 4.1 or 4.2, Supplier remains obliged to grant access to personal and non-personal data until recovery or return, or – at Customer's request – permanent destruction of such data has been carried out, provided that the latter does not conflict with any statutory obligations or official orders. As stipulated above, "to grant access" does not mean the provision of Software and/or associated Services (e.g. Maintenance & Support, Application Management).
2. In any termination event under 4.1 or 4.2, Supplier shall provide Customer's personal and non-personal data in an easily accessible format to the Customer, agreed and specified between Supplier and Customer prior to termination, unless there are statutory retention requirements.

5.

EXIT STRATEGIES, SUPPORT, AND TRANSITION SERVICES

For critical or important services, the following applies:

5.1

In case of an unforeseen exit event (i.e. excluding regular expiry of the Agreement), Supplier shall on written request by Customer, endeavor to reach an agreement with Customer on the continuation of the Software and/or associated Services, particularly with regard to reducing the risk of disruption at the Customer or to ensure its effective resolution and restructuring and in order to allow the Customer to migrate to another ICT third-party service provider or change to in-house solutions.

5.2

Unless there are compelling legal reasons to the contrary, such an agreement shall be subject to the conditions of the Agreement. With regard to the commercial terms, the contracting parties are free to agree new fees or remuneration at their own discretion.

6.

FINAL PROVISIONS

Should individual provisions of the DORA Documentation be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. In place of the invalid or unenforceable provision, the valid and enforceable provision shall apply, the effects of which come closest to the economic objective and the content and purpose of the invalid or unenforceable provision that the Parties intended with the invalid or unenforceable provision.

[signature page to follow]

[signature page DORA-Addendum]

Signature Supplier		Signature Customer	
Name		Name	
Position		Position	
Date		Date	
Signature Supplier		Signature Customer	
Name		Name	
Position		Position	
Date		Date	