

DORA ADDENDUM

ARIS ("Supplier") offers certain Software Products and Services (Software and/or associated Services) both directly and indirectly through third party partners ("Partners") and the recipient of such services ("the Customer") has signed an agreement with Supplier or an authorized Partner for the provision of such services; the details of which are set out in the relevant Order Form, document or process pursuant to which such services are made available to the Customer. This DORA Addendum sets out the additional terms and conditions applicable to the provision and use of the Products, Software and/or associated Services by the Customer under its agreement with the Supplier. Supplier and Customer are each a "Party" and together the "Parties". Where Customer has contracted with a Partner rather than directly with Supplier, the obligations expressed in this DORA Addendum shall be flowed down by that Partner in accordance with the Partner DORA Addendum. In that case, the Partner itself shall be bound by all obligations set out in this DORA Addendum.

This DORA Addendum shall be deemed incorporated into and become effective as part of the contractual relationship between Customer and Supplier only (unless otherwise described herein) if and to the extent that (i) Regulation (EU) 2022/2554 (Digital Operational Resilience Act), together with any delegated and implementing acts adopted thereunder ("DORA"), qualifies Customer as an entity in scope of DORA, or (ii) the parties have indicated in the applicable Order Form that this DORA Addendum shall apply, or (iii) the parties have signed this DORA Addendum.

The Security Compliance Regulatory Addendum set out on the Aris Trust Center under (<https://trust.aris.com>) (the "SCA", and together with this Addendum, the "DORA Documentation") is hereby 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 and do not adversely affect the provisions and requirements set out in the Annex in any materially adverse manner. The most recent version of the SCA is made available to Customer at the ARIS Trust Center (<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address subject matter already governed by the Agreement, the relevant contractual terms shall be amended and superseded accordingly by the DORA Documentation.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

Capitalized terms used in this DORA Documentation but not otherwise defined herein shall have the meanings given to them in the Agreement. In the event of any conflict or inconsistency between the DORA Documentation and the Agreement, the DORA Documentation shall prevail. In the event of any conflict or inconsistency between definitions, the following order of precedence shall apply:

- a. the definitions in this DORA Documentation (including Annex);
- b. the definitions in Article 3 of DORA; and
- c. the definitions in the Agreement.

In addition, the following definitions apply throughout this DORA Documentation:

"Regulator" means a governmental agency with supervisory rights and jurisdiction, as provided under applicable law or regulations, over Customer or Supplier, as it applies to Customer's use of the Software, Cloud Services and/or associated services.

"Security Documentation" means Supplier's then current documentation regarding its security, operational, and related controls made generally available to Supplier's customers. All Security Documentation is deemed Supplier Confidential Information. Supplier will not materially reduce the overall security standards set forth in the Security Documentation to a materially adverse extent. These standards include, but are not limited to, the self-service documentation available at the ARIS Trust Center (<https://trust.aris.com>).

"Critical or Important Services" means Software and/or associated Services that support a critical or important function of Customer within the meaning of Article 3(22) of DORA, as defined by Customer as part of its regulatory obligations, applying the proportionality principle if applicable, and in the context of the Supplier relationship and the outcome of its risk assessment, and which have been designated as such in accordance with Section 2 of this DORA Addendum (Classification Notice). Customer shall make such designation at its own discretion and responsibility, provided that such designation must be based on and consistent with applicable statutory and regulatory requirements under DORA and any related implementing measures or supervisory guidance. Upon Supplier's reasonable request, Customer shall provide a reasonable explanation of the basis for such designation. Customer may designate the Software and/or associated Services as Critical or Important Services only where such designation is objectively justified and can be substantiated by Customer. References in the DORA Documentation to "Services supporting critical or important functions" or to services supporting critical or important functions mean Critical or Important Services.

"Agreement" means the agreement between Customer and Supplier or an authorized Partner for the provision of the Software and/or associated Services, including the applicable Order Form and any documents incorporated therein by reference.

2 SCOPE OF SERVICE

2.1 Supplier shall provide the Software and/or associated Services as specified in the Agreement, for the period specified therein. Customer defines services supporting critical or important functions as part of Customer's regulatory obligations and notifies Supplier whether the provided Software and/or Services are classified as Critical or Important Services by way of a Classification Notice as set out below. For Software and/or Services classified as supporting critical or important functions, the applicable service level descriptions, including performance targets, are set out in the Agreement, the applicable Order Form and/or the relevant service descriptions.

2.2 The provisions of the DORA Documentation that apply to Critical or Important Services (the "CIF Provisions") shall apply only if and for as long as the relevant Software and/or Services have been designated as supporting critical or important functions (i) in the applicable Order Form or (ii) by express written notice of Customer to Supplier (each a "Classification Notice"). Upon Supplier's receipt of a Classification Notice, the CIF Provisions shall apply automatically, without any further agreement or consent and without any additional charge for the applicability of those provisions as such, with effect from the date of receipt; the cost allocation provisions of the DORA Documentation, including Section 6 (Costs) and Annex Sections 5.7, 6, 7, 8.1(d), 8.2(e) and 8.3, remain unaffected. Customer shall notify Supplier without undue delay of any change to or withdrawal of a classification; a withdrawal shall have prospective effect only. Supplier maintains a register of Classification Notices received and shall, upon Customer's request, confirm receipt in text form. For the avoidance of doubt, the provisions of the DORA Documentation that are not CIF Provisions apply irrespective of any Classification Notice.

2.3 Customer and Supplier shall cooperate to ensure that the description of services is kept up to date for the purposes of determining whether the services are within the definition of Critical or Important Services regarding compliance with the applicable regulation.

3 REFERENCES TO THE ANNEX

The following table maps the subject matter of this DORA Addendum to the corresponding sections of the SCA. The table is provided for convenience only and does not modify the order of precedence set out in Section 1.

Subject matter	Reference in DORA Addendum	Corresponding section in the Annex (SCA)
Defined Terms	Section 1	Section 1
Description of Services / Scope	Section 2	Section 2
Subcontracting and Subprocessors	–	Section 3 (3.1 – 3.2)
Locations of service provision	–	Section 4
Information Security / TOMs / ISMS	–	Section 5.1
SOC reporting (Cloud only)	–	Section 5.2
Security awareness and training	–	Section 5.3
Business continuity (BCM)	–	Section 5.4
Security incident response	–	Section 5.5
Vulnerability management	–	Section 5.6
Penetration testing / TLPT	–	Section 5.7
Reporting and information duties	–	Section 6
Monitoring of services / SLAs	–	Section 7
Audit rights (Customer & Regulator)	–	Section 8 (8.1 – 8.2)
Termination rights (general)	Section 4 (4.1 – 4.3)	Section 9 (9.1 – 9.3)
Termination on Regulator direction	Section 4.1	Section 9.1
Special termination rights for cause	–	Section 9.2
Access to data post-termination	Section 4.3	Section 9.3
Exit strategies and transition	Section 5	–

4 TERMINATION

In addition to any termination rights under the Agreement and cumulative of the additional termination rights set out in the SCA Annex, Section 9, the following rights shall apply:

4.1 **Direction of competent authority:** In case a Regulator (including any 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 such Regulator. The corresponding Regulator-driven termination right is set out in Annex, Section 9.1.

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

- (a) Customer may terminate the Agreement in case of developments that might have a material impact on 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 appointed by agreement between the Parties, whose costs shall be borne by Customer. The Parties will meet and confer in good faith regarding appropriate means of resolution. 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.

(b) 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 Annex, Section 3.2 and requested modifications to those arrangements, but 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 Annex, Section 3.2 without approval by the Customer;
- (iii) Supplier subcontracts Software and/or associated Services not explicitly permitted to be subcontracted.

4.3 **Access to Data**

(a) In the event of the insolvency, resolution or discontinuation of the business operations of Supplier, or in the event of termination of the Agreement under Section 4.1 or 4.2, Supplier remains obliged to grant access to Customer 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. "To grant access" does not mean the provision of Software and/or associated Services (e.g. Maintenance & Support, Application Management). Any assistance by Supplier in connection with such access, recovery, return or destruction that goes beyond Supplier's standard export functionality shall be provided at Customer's cost in accordance with Section 6 (Costs).

(b) In any termination event under Section 4.1 or 4.2, Supplier shall provide Customer Data in an easily accessible format, agreed and specified between Supplier and Customer prior to termination, unless there are statutory retention requirements.

(c) Services related to 4.3 might be subject to additional costs.

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 continue to provide the Software and/or associated Services for an adequate transition period of up to twelve (12) months from the effective date of termination, as reasonably required by Customer (the "Transition Period"), particularly with a view 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.

5.2 During the Transition Period, the Software and/or associated Services shall be provided subject to the terms and conditions and against the higher of (i) the fees of the then current Agreement, applied pro rata to the Transition Period, and (ii) Supplier's list price for the relevant Software and/or associated Services in effect at the commencement of the Transition Period, in each case plus any documented incremental third-party or licence costs incurred by Supplier in maintaining provision beyond the original term, unless there are compelling legal reasons to the contrary. Any additional transition or migration assistance beyond the continued provision of the Software and/or associated Services shall be agreed separately and its costs shall be borne by Customer at the then current rates.

6 FINAL PROVISIONS

6.1 **Severability:** 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.

6.2 **Costs:** Except where mandatory applicable law expressly provides otherwise, Customer shall bear all costs and expenses incurred by Supplier in connection with Customer's exercise of rights, or Supplier's performance of obligations, under the DORA Documentation to the extent these go beyond Supplier's standard provision of the Software and/or associated Services under the Agreement, including without limitation assistance, cooperation, reporting, monitoring, audits, inspections, threat-led penetration testing and transition or migration support. Such costs shall be determined ex ante in accordance with Article 30(2)(f) of DORA, namely at the then current rates, in each case plus reasonable travel and out-of-pocket expenses and any documented third-party costs. Supplier's obligations to remedy its own non-conformities under the Agreement remain unaffected.