

# MOXIS Cloud Services: Terms and Conditions

Current as of: July 15, 2024

## Disclaimer:

The following translation of the MOXIS Cloud Services Terms into the English language has been made with great care, yet it is merely a service for your convenience and has no legal binding force. Thus, only the original German version of the MOXIS Cloud Services Terms is legally binding, which is available at: [GTC | XiTrust - The eSignature Company](#).

## Table of Contents

1	Scope of Application .....	4
2	Conclusion of the Agreement .....	4
2.1	Conclusion of the Agreement Based on an Offer from XiTrust Addressed to the Customer .....	4
2.2	Order of MOXIS Cloud Services via the XiTrust Online Store .....	4
3	Definitions of Terms.....	5
4	MOXIS Cloud Services: Scope.....	7
4.1	Use Rights .....	7
4.1.1	Granting of Rights .....	7
4.1.2	Verification.....	8
4.2	MOXIS: Range of Functions.....	8
4.3	Cloud-Hosting: Scope of Services.....	9
4.4	Availability and Provision of Services .....	9
4.5	Warranty.....	9
4.5.1	Exclusion of Warranty .....	10
5	Liability – Compensation .....	10
6	Freedom from Third Party Rights.....	11
7	Intellectual Property.....	12
8	Customer: Duties of Care.....	12
8.1	The Duty to Cooperate.....	12
8.2	The Duty To Inform.....	12
8.3	The Duty to Warn.....	12
8.4	Meeting the Minimum Technical Requirements .....	13
8.5	No Disclosure of Access Authorization and Data .....	13
8.6	Data Security Measures .....	13
8.7	Compliance .....	13
		<b>1/45</b>

8.8	Reference .....	13
9	Escalation Management .....	13
10	Remuneration.....	14
10.1	Specified Fee .....	14
10.2	Invoicing.....	14
10.3	Default of Payment .....	15
11	Contract Term and Termination of Contract .....	15
11.1	Contract Term.....	15
11.2	Partial Termination.....	16
11.3	Extraordinary Termination .....	16
11.4	Form of Termination.....	16
11.5	Exit-Management .....	16
12	Confidentiality.....	17
12.1	Definition of „Confidential Information“ .....	17
12.2	Confidentiality Obligation .....	17
12.3	Exceptions.....	18
13	Data Security and Data Protection.....	18
14	Changes, Updates and Notifications.....	18
15	Miscellaneous.....	19
16	Appendices.....	19
	Appendix A – MOXIS License Terms.....	20
	<b>Appendix B1: Service Level Agreement (SLA).....</b>	<b>23</b>
	MOXIS Cloud Services.....	23
16.1	Features.....	23
16.2	Minimum Technical Requirements .....	23
16.3	MOXIS Now Cloud, MOXIS Business Cloud und MOXIS Enterprise Cloud .....	23
17	Service Level .....	24
17.1	Definitions.....	24
18	Maintenance and Support Services.....	25
18.1	Software Maintenance .....	25
18.2	Software Support.....	26
18.2.1	Support Levels.....	26
18.2.2	Error Messages.....	26
18.2.3	Response Times.....	27
18.3	Not covered by software maintenance or software support are:.....	29
18.4	The Customer’s duty to cooperate .....	29
	Appendix B2: MOXIS Enterprise Cloud Services (Setup and Deployment).....	30
1.	Subject of performance .....	30
2.	Standard of Care.....	30

3. Obligations of the Customer to Cooperate.....	30
19 Delivery Date .....	31
20 Acceptance and Contract Fulfillment.....	31
21 Payment and Billing of MOXIS Cloud Services (Setup and Deployment).....	31
22 Warranty for MOXIS Cloud Services (Setup and Deployment), Indemnification and Freedom from Third-Party Rights.....	32
Appendix C – Agreement on the Processing of Personal Data for MOXIS Cloud Services according to art. 28 GDPR („DPA“) – valid for Customers and Affiliated Companies in the EU	34
Background .....	34
23 Definitions .....	34
24 Communications from XiTrust to the Customer; how to contact XiTrust .....	35
25 Security of Data Processing.....	35
25.1 Appropriate Technical and Organizational Measures .....	35
25.2 Changes .....	35
25.3 Data Protection Devices.....	35
26 Obligations of XiTrust.....	36
26.1 Instructions from the Customer as the Controller .....	36
26.2 Quality Assurance .....	36
26.3 Support for the Customer .....	36
26.4 Notifications of Personal Data Breaches.....	37
27 Data Export and Deletion.....	37
28 Control Rights of the Customer as the Controller.....	37
29 Sub-Processor .....	38
29.1 Permitted Use .....	38
29.2 New Sub-Processors .....	38
29.3 <b>Objection to New Sub-Processors</b> .....	39
29.4 Emergency Replacement.....	39
30 Documentation; Processing Directory .....	39
Attachment 1 to Appendix C – Subject Matter, Purpose and Duration of the Data Processing Agreement .....	40
Attachment 2 to Appendix C – Technical and Organizational Measures.....	42

## 1 Scope of Application

---

These MOXIS Cloud Services Terms and Conditions (including all appendices and documents referred to) govern the Agreement between the Customer (hereinafter referred to as "Customer") and XiTrust Secure Technologies GmbH, FN219152h, with registered office in A-8020 Graz, Reininghausstraße 3, ("XiTrust"), for the use of the "MOXIS" software as MOXIS Cloud Services (as defined hereinafter.) When the Customer and XiTrust are meant at the same time, the term "Parties" is used.

## 2 Conclusion of the Agreement

---

### 2.1 Conclusion of the Agreement Based on an Offer from XiTrust Addressed to the Customer

The Agreement between the Customer and XiTrust is only deemed to have been concluded when XiTrust, after receipt of the Customer's written order, has sent a written order confirmation to the Customer ("Conclusion of the Agreement"). XiTrust shall be bound only to the extent offered in writing in the proposal, including these MOXIS Cloud Services Terms and Conditions. ("Agreement"). Any terms and conditions, particularly those deviating from XiTrust's proposal, shall not become part of the Agreement. It is agreed that the Customer accepts the exclusive validity of these MOXIS Cloud Services Terms and Conditions in any case by using the MOXIS Cloud Services. In the event of contradictions between the provisions of the proposal and these MOXIS Cloud Services Terms and Conditions, the provisions of the proposal shall take precedence.

### 2.2 Order of MOXIS Cloud Services via the XiTrust Online Store

By ordering MOXIS Cloud Services in the online store, the Customer submits a binding offer to conclude an Agreement with XiTrust for the provision of MOXIS Cloud Services by XiTrust and accepts the validity of the MOXIS Cloud Services Terms for its use of MOXIS by ticking the checkbox provided.

The Customer then receives an order confirmation from XiTrust by email to the email address provided by the Customer, which confirms the receipt of the Customer's order. This does not constitute the acceptance of the offer by XiTrust.

The agreement between the Customer and XiTrust is concluded when XiTrust provides access to the MOXIS Cloud Services for the use of MOXIS by the Customer ("conclusion of the Agreement"). All Agreements bind XiTrust only to the extent specified in writing in the offer, including these MOXIS Cloud Services Terms and Conditions. ("Agreement").



### 3 Definitions of Terms

---

Please note that we display all defined terms with a capital letter to make them easier to distinguish.

**Access Authorization:** entitles Authorized Users to access the MOXIS Cloud Services in accordance with the Agreement; please see the [MOXIS License Terms in Appendix A](#).

**Affiliated Companies:** Affiliated Companies of the Customer according to §§ 15f AktG.

**Authorized User:** a natural person who has been granted Access Authorization for the MOXIS Cloud Services by the Customer, its Affiliated Companies or their Business Partners

**Business Hours:** XiTrust Business Hours from Monday to Friday between 9:00 a.m. and 5:00 p.m., excluding Austrian public holidays, 24.12. and 31.12.

**Business Partner:** a company that requires access to the MOXIS Cloud Services in connection with the processing of the Customer's or its Affiliated Companies' business transactions, for example customers, service providers, suppliers of the Customer or its Affiliated Companies.

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

**Consulting Services:** services agreed separately with the Customer in connection with the MOXIS Cloud Services (e.g. development of processes, interfaces, etc.) on a daily fee

**Contract Term:** minimum term agreed in the Agreement plus - if applicable - the respective extension term(s)

**Contract Year:** 12-months period beginning with the month in which the Agreement is concluded (date of order confirmation from XiTrust), as well as the subsequent 12-months period during the term of the Agreement

**Customer:** company with which XiTrust concluded an Agreement for the MOXIS Cloud Services

**Customer Data:** all content, materials, data, Personal Data and information collected by Authorized Users in the MOXIS Cloud Services, derived from their use and stored in the MOXIS Cloud Services, as well as Support Data.

**Data Center (DC):** certified Data Center in which MOXIS Cloud Services are hosted, and Customer Data is stored and processed.

**Fee:** Fee specified in the Agreement for the provision of MOXIS Cloud Services

**Hosting:** please see [section 4.3](#) of this document

**License:** right granted by XiTrust to the Customer to use the MOXIS Cloud Services in accordance with the Agreement, in particular the MOXIS License Terms in [Appendix A](#).

**License Terms:** terms and conditions for the use of the MOXIS Cloud Services as set out in the offer and [Appendix A](#).

**Maintenance and Support Services:** services provided by XiTrust for software maintenance and software support as part of the MOXIS Cloud Services in accordance with [Appendix B1](#) Service Level Agreement.

**MOXIS:** web-based software application MOXIS including QES Interface (except MOXIS Now Cloud), and the MOXIS Documentation. MOXIS is a software application for the legally compliant electronic signature (eIDAS or ZertES) of digital documents.

**MOXIS Cloud Materials:** materials provided to the Customer by XiTrust prior to or as part of the contractual provision of services, including the materials generated by the provision of Maintenance and Support Services or, if applicable, MOXIS Enterprise Cloud Services setup and deployment for the Customer or its affiliates

**MOXIS Cloud Products:** MOXIS Now Cloud, MOXIS Business Cloud and MOXIS Enterprise Cloud

**MOXIS Cloud Services:** the provision of MOXIS as on-demand solution (including Maintenance and Support Services) in the current version of MOXIS Now Cloud, MOXIS Business Cloud or the MOXIS Enterprise Cloud including MOXIS Cloud Materials, and access to the Certificates.

**MOXIS Documentation:** the MOXIS user manual provided in digital form

**MOXIS Now Cloud:** please see [Appendix B1](#) Service Level Agreement

**MOXIS Business Cloud:** please see [Appendix B1](#) Service Level Agreement

**MOXIS Enterprise Cloud:** please see [Appendix B1](#) Service Level Agreement

**MOXIS Enterprise Cloud Services - Setup and Deployment:** MOXIS Enterprise Cloud setup and deployment services (required). Please see [Appendix B2](#).

**Personal Data:** please see the definition in [Appendix C](#).

**QES Interface:** interface for qualified electronic signatures in MOXIS.

**Software Error:** A Software Error exists if MOXIS does not fulfill a function specified in the scope of functions, delivers incorrect results, aborts the run in an uncontrolled manner or does not work properly in any other way, so that the use of the program is impossible or considerably restricted.

**Support Data:** all data that the Customer provides to XiTrust during the interaction with XiTrust to receive support services. Furthermore, all data that is collected by XiTrust during the support services.

**Trust Service Provider/Certification Service Provider (TSP):** Trust Service Provider (eIDAS) or Certification Service Provider (ZertES) connected directly with the signature service (or indirectly via a contractual partner of XiTrust).

## 4 MOXIS Cloud Services: Scope

---

XiTrust shall provide the Customer with MOXIS Cloud Services for the Contract Term within the agreed availability. Furthermore, XiTrust shall maintain the MOXIS Cloud Services in exchange for payment of the agreed Fee and according to the MOXIS Cloud Services Terms. The software is not provided on a permanent basis (purchase).

XiTrust is entitled to provide the contractually agreed services through third parties as subcontractors.

Due to the continuous improvement and further development of MOXIS Cloud Services, new functions and services may be added, amended, and/or discontinued during the Contract Term, provided, that this does not lead to any significant restriction of the contractually agreed services, the achievement of the purpose of the contract is not jeopardized as a result, and that the adjustment is reasonable for the Customer.

If XiTrust develops additional modules, language versions, and/or new functionalities of MOXIS during the Contract Term, XiTrust can implement them into the standard functionalities of the MOXIS Cloud Service at its own discretion. Furthermore, it can make them available to the Customer (e.g. through an update) at no additional Fee, and/or offer them to the Customer separately in exchange for a corresponding increase of the user Fee within the scope of new additions or additional add-on packages. Customers have no entitlement to such newly developed modules, language versions and/or functionalities being made available (for free).

### 4.1 Use Rights

#### 4.1.1 Granting of Rights

XiTrust grants the Customer and its Affiliated Companies the non-exclusive, non-transferable, non-sublicensable right to use the MOXIS Cloud Services, limited to the Contract Term, solely for processing the Customer's own transactions and those of its Affiliates, always in compliance with the Agreement, and the License Terms.

The right to use the QES Interface is granted exclusively in connection with the QRS (Qualified Remote Signature) module in MOXIS (please see section [4.2 MOXIS: Range of Functions](#)).

The Customer may use the MOXIS Cloud Service solely for the intended use according to the contractual purpose. Any use of the MOXIS Cloud Service beyond this, in particular making the MOXIS Cloud Services available to third parties (with or without a commercial intent) is not allowed. To the extent that the MOXIS Cloud Services are 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 allowed.

All rights beyond the rights granted in this section, in particular the right to copy, dissemination, including renting to third parties, for processing, as well as making the service publicly available, are reserved by XiTrust. When using the MOXIS Cloud Services, it is not allowed for the Customer and its Affiliates to copy, translate, disassemble, decompile, reverse engineer or otherwise modify or create derivative works (to the extent that this is allowed by mandatory law). The Customer and its Affiliates are not allowed to use the MOXIS Cloud Services in a manner that violates applicable laws.

The Customer is liable towards XiTrust for the use of the MOXIS Cloud Services by the Customer, its Affiliates and Business Partners, as well as Authorized Users, in accordance with the Agreement.

XiTrust is entitled to terminate the use right of the Customer for good cause. Such "good cause" is defined as every persistent or material breach of Agreement by the Customer, in particular if the Customer violates the terms concerning the granting of use rights, e.g. License Terms, and does not remedy this breach upon request by XiTrust within 30 days of the breach being noticed by XiTrust. Please also see section [4.1.2 Verification](#).

In cases where the use authorization of the Customer is ended, the Customer shall immediately refrain from use.

Other rights of XiTrust shall remain unaffected by this.

#### 4.1.2 Verification

XiTrust is entitled to monitor the use of the software with regard to the contractual compliance and the License Terms, in particular with regard to the number of users and signatures executed by MOXIS Cloud Services. XiTrust considers the Customer's confidentiality interests and the protection of its business operations from being compromised in an appropriate manner in accordance with the applicable data protection laws. The Customer is obliged to support XiTrust in the course of the review at his own expense and to grant XiTrust access to the information required via remote access and to provide any other information required for the verification. If the review shows evidence of any use of MOXIS Cloud Services that is not in compliance with the Agreement, the Customer obliges to remedy the non-compliant use within 30 days after the verification of the breach of contract by XiTrust and to acquire the necessary Licenses in cooperation with XiTrust. For further information, please see [section 10](#).

## 4.2 MOXIS: Range of Functions

The latest MOXIS Documentation at the time of the conclusion of the Agreement will be provided when access to the MOXIS Cloud Services is granted at the latest.

The current range of functions of the MOXIS Cloud Services is made available in a "feature list" that can be retrieved online as an overview, available at [MOXIS Versions & Prices \(xitrust.com\)](https://xitrust.com). The functionality of the MOXIS version depends on the MOXIS Cloud Product purchased by and installed for the Customer.

Furthermore, the agreed TSP and the scope of functions of the signature service are defined in the offer.

### 4.3 Cloud-Hosting: Scope of Services

XiTrust provides the Customer with storage space in the agreed Data Center for storing Customer Data during the Contract Term. The determination of the respective agreed Data Center is made in the offer.

The Customer is not allowed to transfer the storage space to a third party in whole or in part, for a fee or free of charge.

### 4.4 Availability and Provision of Services

The availability of the MOXIS Cloud Services and the Maintenance and Support Services provided by XiTrust as part of the MOXIS Cloud Services are governed by the Service Level Agreement ("SLA") as set forth in [Appendix B1](#).

### 4.5 Warranty

During the Contract Term, XiTrust is obligated to maintain the scope of services and functions of the MOXIS Cloud Services defined in the [sections 4.2](#) and [4.3](#) at the service level defined in [section 4.4](#) and in [Appendix B1](#).

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

The Customer shall not be entitled to unilaterally set off or make counterclaims for Service Level Credits.

XiTrust warrants that the rights of use of the MOXIS Cloud Services granted to the Customer according to [section 4.1.1](#) do not violate the rights of third parties. Please see section [6 Freedom from Third Party Rights](#).

The warranty for the setup and deployment of the MOXIS Enterprise Cloud is regulated in [Appendix B2](#).

### 4.5.1 Exclusion of Warranty

The warranty does not cover

- defects that are due to operating errors and failures to observe safety measures or failures to comply with the Customer's duty of care in accordance with [section 8](#), unless the Customer proves that the defects would also have occurred if the Customer had exercised due care,
- Customer Data that is modified by the Customer through other programs or tools of the Customer or third parties so that it becomes inconsistent in terms of the use of the MOXIS Cloud Services,
- self-initiated interventions or modifications of MOXIS Cloud Services by the Customer, such as changes, adaptations, connections with other programs by the Customer or third parties and/or after contract-breaching use, unless the Customer proves that the defect exists independently from these changes.

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

XiTrust does not guarantee the results achieved with the MOXIS Cloud Services, insofar as these are based on the Customer's information. The Customer is therefore obliged to inform Authorized Users to check the content of the documents before signing them.

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

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

Force majeure, defined as labor disputes, natural disasters, pandemics, and transport blockades, as well as other circumstances beyond XiTrust's control, release XiTrust from its obligation to perform for as long as these circumstances persist. If the force majeure situation lasts longer than 3 (three) months, XiTrust and the Customer shall each have the right to terminate the Agreement with a three-month notice period.

## 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, indirect and collateral damage, incidental damage of any kind, loss of profit and loss of sales, as well as loss of data (considering section [8.6 Data Security Measures](#)) are excluded in any case for the Parties.

In this context, the Customer and XiTrust undertake to comply with reasonable obligations to minimize damages. In particular, the Customer shall

- inform XiTrust immediately concerning any concrete or potentially impending damage,
- develop solutions to minimize damage in cooperation with XiTrust, and
- resort to analogous processes if necessary.

A statutory period of limitation of one year shall apply to all claims. [Section 4.5.1](#) applies mutatis mutandis.

## 6 Freedom from Third Party Rights

---

XiTrust shall indemnify the Customer against all claims of third parties which arise from the Customer's violation of property or intellectual property rights of third parties through the lawful use of MOXIS in accordance with the Agreement, provided that the Customer has immediately informed XiTrust in a written statement of the claims asserted, has not made any concessions, acknowledgments, or similar declarations, and – as far as legally possible – has left the defense up to XiTrust, and supports it appropriately or – if this is not legally possible – defends 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 that entitles the Customer to continue using MOXIS.

In case none of these options is economically justifiable, XiTrust is entitled to terminate the Agreement immediately and to end it in accordance with section [11.5 Exit-Management](#).

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

The warranty of this section does not apply if the violation of third-party property and/or intellectual property rights is caused by the behavior on part of the Customer, its Affiliated Companies, Business Partners or Authorized Users that goes beyond the contractually compliant use or violates the Agreement.

In all other respects, the liability provisions in accordance with [section 5](#) shall apply.

## 7 Intellectual Property

---

All ownership, copyright, and other intellectual property rights to MOXIS, including MOXIS Cloud Materials, are the exclusive property of XiTrust. The Customer is granted the non-exclusive rights of use to the MOXIS Cloud Services as specified in the Agreement and in these MOXIS Cloud Services Terms.

## 8 Customer: Duties of Care

---

XiTrust points out that the fulfillment of duties of care by the Customer, Affiliates, Business Partners, and Authorized Users, is an indispensable prerequisite for the provision of the MOXIS Cloud Services.

### 8.1 The Duty to Cooperate

The Customer is obliged to support XiTrust to the best of its knowledge and belief and free of charge in the provision of the MOXIS Cloud Services. The Customer is obliged to provide XiTrust immediately with all available information and documents required or appropriate for the provision of services. The Customer shall designate a technically suitable contact person for XiTrust, including a representation arrangement, and provide their contact details to XiTrust.

### 8.2 The Duty To Inform

The Customer is obliged to advise the Authorized Users to check the content of the documents before signing them. XiTrust is not responsible for the content of the documents.

### 8.3 The Duty to Warn

The Customer is obliged to warn XiTrust immediately if the Customer's own systems are compromised and access data, passwords or electronic keys are spied out or malware is detected in its own system, which could also compromise the MOXIS Cloud Services.

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

The notification to XiTrust can be made via the support portal <https://servicedesk.xitrust.com>, by e-Mail to [servicedesk@xitrust.com](mailto:servicedesk@xitrust.com) or by telephone on weekdays during the Business Hours at +43 699 1410 2033. Unless XiTrust expressly



approves further use of the QRS module in MOXIS in combination with the QES Interface as part of the notification, no further signatures may be created via the QRS module in MOXIS in combination with the QES Interface.

## 8.4 Meeting the Minimum Technical Requirements

The Customer is responsible for ensuring that the minimum technical requirements specified by XiTrust for the contractual use of the MOXIS Cloud Services are met in accordance with Appendix B1.

## 8.5 No Disclosure of Access Authorization and Data

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

## 8.6 Data Security Measures

XiTrust points out that MOXIS is not an archiving system, and in particular does not replace the audit-proof archiving of documents, and that Customer Data is regularly deleted as specified in the offer. Thus, the Customer is solely responsible for saving the data.

## 8.7 Compliance

In connection with the provision or use of the MOXIS Cloud Services, the parties undertake to comply with the contract and all applicable statutory provisions, in particular the GDPR (General Data Protection Regulation) and the DPA (Data Protection Act) and shall be liable to each other for this. The Customer also undertakes to ensure compliance with the Agreement by its Affiliated Companies, Business Partners and Authorized Users, and is liable to XiTrust for this.

## 8.8 Reference

The Customer gives its consent for XiTrust to name them as a reference to third parties. Additional marketing activities, e.g. success stories, will be coordinated with the Customer.

# 9 Escalation Management

---

XiTrust always endeavors to solve problems quickly and efficiently. However, if a Customer concern cannot be satisfactorily resolved by XiTrust employees or via the software support

channel, the Customer can send an e-Mail to [office@xitrust.com](mailto:office@xitrust.com) explaining the facts of the case, whereupon a solution will be sought together with the Customer.

## 10 Remuneration

---

### 10.1 Specified Fee

MOXIS Cloud Services will only be provided if the Fee specified by XiTrust in the offer is paid on time. The Fee specified in the offer applies to annual advance payment of the monthly Fees.

XiTrust is entitled to charge the costs incurred and the necessary administrative expenses if the Customer requests billing via a certain platform.

All Fee components are subject to the applicable statutory value added tax. Payments are to be made by the Customer within 14 days of the invoice date without deduction. Objections to the invoice stating the reasons may only be raised by the Customer in written form to [accounting@xitrust.com](mailto:accounting@xitrust.com) within 14 days of the invoice date.

It is expressly agreed that all Fees shall remain stable in value. The current consumer price index published by Statistics Austria or the index officially replacing it shall serve as a measure for calculating the stability of value. The index figure published in the month in which the Agreement is concluded (date of the XiTrust order confirmation) serves as the reference value for this Agreement. Any index adjustment is made once a year when the Fee is invoiced. The calculation basis is always the last invoiced amount with the index value of the month of invoicing.

It is agreed that all index-based price increases and price changes for third-party services purchased by XiTrust will be passed on to the Customer during the Contract Term.

For services (in particular Consulting Services, Maintenance And Support Services, MOXIS Enterprise Cloud Services [Setup and Deployment]) outside of the Business Hours, XiTrust will charge the surcharges resulting from the applicable collective agreement for employees and companies in the field of services in automatic data processing and information technology (as in Austria: "IT-KV").

The provision on the fee for MOXIS Enterprise Cloud Services (Setup and Deployment) of the MOXIS Enterprise Cloud are set out in Appendix B2.

The Customer's right to offset or counterclaims is excluded unless the claims to be offset have been legally established or are expressly undisputed.

### 10.2 Invoicing

The Fees for MOXIS Cloud Services are invoiced annually in advance.

The Fees for additional Licenses for MOXIS Cloud Services acquired during the current Contract Year shall be charged for the remainder of the Contract Year as of the first day of the month in which the order is placed.

The Fees for additional use of MOXIS Cloud Services compared to the existing number of Licenses, without procurement of additional Licenses in accordance with the Agreement, will be charged retroactively at the end of the Contract Year. Further rights or claims of XiTrust remain unaffected.

At the beginning of the following Contract Year, all Fees can be charged in full.

If the Customer wishes to be billed quarterly in advance, a surcharge specified in the offer will be added to the Fee.

Any signatures exceeding the contractually agreed number of signatures included are invoiced annually in arrears after the signatures have been measured. Please see [section 4.1.2](#).

The invoicing of the fee for MOXIS Enterprise Cloud Services (Setup and Deployment) is regulated in Appendix B2.

## 10.3 Default of Payment

If the Customer is in default with payment obligations, XiTrust is entitled to block access to the MOXIS Cloud Services and refuse further services at its own discretion until all outstanding and due invoices have been settled in full, following a prior reminder and a reasonable grace period. Further rights of XiTrust due to the Customer's default on payment (in particular to extraordinary termination of the Agreement) remain unaffected.

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

## 11 Contract Term and Termination of Contract

---

### 11.1 Contract Term

The Agreement has the initial term specified in the offer starting from the date of conclusion of the Agreement ("Minimum Term"). The Agreement shall then be extended by a further Contract Year ("Renewal Term") if it is not terminated in written form by one of the Parties with a notice period of 6 (six) months before the end of the Minimum Term or the respective Renewal Term.

## 11.2 Partial Termination

Partial termination of Licenses is only permitted if the License Terms are met, in particular the respective Minimum Term or Renewal Term and the notice period. The respective minimum quantity of Licenses according to the License Terms must not be undercut.

## 11.3 Termination For Cause

The right of both Parties to termination for cause remains unaffected by [section 11.1](#) and [11.2](#). Cause shall be deemed to be, in particular, any persistent or material breach of the provisions of the Agreement by a Party if, despite prior written request by the terminating Party, the contractual condition is not restored within a reasonable period of time.

An important reason exists for XiTrust in particular if the Customer is in default of payment of the Fee and other remunerations despite a written reminder setting a reasonable deadline, if the Customer, its Affiliated Companies, Business Partners or Authorized Users violate the regulations on the granting of rights of use, in particular the License Terms, and do not remedy this violation within 30 days of XiTrust's verification of the violation or otherwise violate material obligations under the Agreement.

At its discretion, XiTrust may initially temporarily block access to the MOXIS Cloud Services if there is an important reason on the part of the Customer and request the Customer to remedy the breach of duty or to fulfill the contract, setting a reasonable deadline. Further rights of XiTrust remain unaffected by this.

## 11.4 Form of Termination

Any termination must be in written form and signed by authorized representatives of the Customer in order to be effective.

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

## 11.5 Exit-Management

At the end of the Contract Term, the Customer is no longer authorized to use the MOXIS Cloud Services and the Confidential Information of XiTrust in accordance with [section 12.1](#).

For 30 calendar days after the end of the Contract Term, XiTrust will grant the Customer and the Affiliated Companies solely access to the MOXIS Cloud Services for the sole purpose of securing the data by the Customer. The Customer's access will then be deactivated, and the Customer Data irrevocably deleted.

The MOXIS Cloud Services may not support the software that the Customer uses for data extraction. XiTrust does not accept any liability for the extraction of Customer Data.

In the event of Termination of the Agreement, the Customer may be entitled to a pro rata refund of the Fee paid in advance for the MOXIS Cloud Services for the period after the end of the Contract Term, unless there are justified reasons on the part of the Customer for XiTrust to withhold the Fee.

With the exit management, XiTrust fulfills any data protection return or deletion obligations in accordance with Appendix C.

## 12 Confidentiality

---

The Customer and XiTrust agree to a mutual confidentiality obligation valid for the Contract Term with a grace period of 3 (three) years, whereby each of the parties being considered the recipient of information.

### 12.1 Definition of „Confidential Information“

For the purposes of this Agreement, "Confidential Information" shall include all Customer Data and information, including business and company secrets and all other data, documents, calculations, copies and other materials communicated, transferred or otherwise made available to the recipient by the other party, whether in written, oral, electronically stored or other form. Confidential information shall also include all information developed by the information recipient on the basis of information provided by the other party.

### 12.2 Confidentiality Obligation

The recipient of the information undertakes to keep all Confidential Information

(a) to treat them as strictly secret and confidential and not to disclose them to third parties without the prior written consent of the other party (except for the performance of the contract), and

(b) exclusively for the purpose of fulfilling contractual obligations - and in particular not (either directly or indirectly) for its own or third-party business purposes.

The recipient of the information shall also impose the obligations arising from this Agreement on its employees and consultants and shall be liable to the other party for their compliance with the obligations arising from this Agreement.

## 12.3 Exceptions

The obligation to maintain the confidentiality of Confidential Information does not exist insofar as

- (a) Confidential Information was already publicly known or demonstrably known to the recipient of the information at the time it was made available by the other party, without this knowledge being based on the breach of confidentiality obligations of third parties; or
- (b) the recipient of the information is legally obliged to disclose it (e.g. to authorities).

In the event of a disclosure obligation according to section 12.3 lit (b), the recipient of the information shall inform the other party in written form of the reasons and scope of the disclosure prior to disclosure; or, if information prior to disclosure is not possible, immediately after disclosure.

This does not apply to Confidential Information that the recipient of the information is obliged to store by law or by an official legal act.

## 13 Data Security and Data Protection

---

The data security measures are defined in the Service Level Agreement in accordance with Appendix B1 and in the Technical and Organizational Measures in accordance with Appendix C. XiTrust is entitled to modify the security measures as long as the corresponding security or data protection level is not undercut.

With regard to the provision of MOXIS Cloud Services, XiTrust is the data processor towards the Customer. In accordance with art. 28 GDPR, the Customer and XiTrust enter into a data processing agreement according to Appendix C.

## 14 Changes, Updates and Notifications

---

Notifications and information to the Customer are sent electronically by e-mail. The Customer undertakes to keep his contact information up to date.

XiTrust may amend these MOXIS Cloud Services Terms at any time, in particular to adapt them to legal changes or changes to the MOXIS Cloud Services.

XiTrust publishes the amended provisions on the website with the "Date of last update". Notifications of changes to the MOXIS Cloud Services Terms will be sent to the Customer by e-mail.

If the Customer has a legitimate reason to object to the amendment of the MOXIS Cloud Services

Terms, it may terminate the Agreement (limited to the MOXIS Cloud Services to which the amendment applies) by written declaration to XiTrust, signed by authorized representatives of the Customer, within 30 days of the date of notification of the amendment by XiTrust, with effect from a date specified by the Customer. A declaration of termination by the Customer to XiTrust must be sent by e-mail to [accounting@xitrust.com](mailto:accounting@xitrust.com).

If the Customer does not object for a justified reason within this period, the updated MOXIS Cloud Services Terms deemed to apply to the Customer from the date on which they come into force.

## 15 Miscellaneous

---

The Agreement shall be governed exclusively by Austrian law, excluding the conflict rules, and the UN Convention on Contracts for the international sale of goods.

All disputes arising out of or in connection with the Agreement, including the question of its formation, validity, termination or nullity, shall be subject to the exclusive jurisdiction of the competent court in Graz, Austria. The Agreement is final. There are no verbal agreements of any kind whatsoever.

Amendments to the Agreement must be made by mutual agreement and in written form; this also applies in particular to any agreement to waive the written form requirement, with the exception of XiTrust's right to amend in accordance with [section 14](#).

Should one or more provisions of the Agreement prove to be wholly or partially invalid, or should a loophole arise, the validity of the remaining provisions of the Agreement shall not be affected. The Parties are obliged to replace the invalid provision or to fill the loophole with a valid provision that comes as close as possible to the intended content of the invalid provision or the loophole.

## 16 Appendices

---

Appendix A MOXIS License Terms

Appendix B1: MOXIS Service Level Agreement

Appendix B2: MOXIS Enterprise Cloud Services - Setup and Deployment

Appendix C: Agreement on order processing according to art. 28 GDPR including

Attachment 1 to Appendix C - Subject matter, purpose and duration of the data processing agreement

Appendix 2 to Annex C - Technical and organizational measures



## Appendix A – MOXIS License Terms

---

The use of MOXIS Cloud Services is subject to the terms and conditions of the Agreement, in particular the MOXIS License Terms in Appendix A.

When licensing MOXIS, XiTrust makes a general distinction between the user and the document model.

**User model:** With the user model, licensing is based on Team Users. The licensed Team Users are entitled to sign an unlimited number of documents (regardless of SES/advanced signature/QES), considering the fair use regulation. In addition, restrictions on signatures by Guest Users must be observed.

**Document model:** With the document model, licensing is based on the number of signed documents, whereby an unlimited number of SES/advanced signatures/QES can be attached to the document. The number of Team Users regulated in the offer is included.

The signed document is classified according to the highest-level signature attached to the document. For example, a document is considered a QES document if there is at least one (1) Qualified Electronic Signature on the document in addition to several SES and/or Advanced Signatures. However, there can be an unlimited number of QES on the document. If, on the other hand, e.g. the document contains only SES, the document is considered an SES document. There can be an unlimited number of SES on the document.

**Team User:** A natural person who is authorized to use the MOXIS Cloud Services in the directory of the Customer or its Affiliated Companies. The number of Team Users to be licensed must therefore correspond to the number of natural persons authorized in the directory to use the MOXIS Cloud Services with their names. The Customer must purchase the required number of Team User Licenses before using the MOXIS Cloud Services. The Customer must also acquire any additional Team User Licenses required before the MOXIS Cloud Services are used by other natural persons.

The MOXIS Cloud Services must not be used by two or more people who pretend to be the same Team User or by generic and non-natural people (e.g. departments). The access data/Access Authorization for the MOXIS Cloud Services may not be used multiple times or by more than one person at the same time. However, access data may be transferred from one person to another if the original user is no longer authorized to use the MOXIS Cloud Services in the directory.

If a Team User is not an employee of the Customer or its Affiliated Companies, then their access to the MOXIS Cloud Services is only permitted as a Guest User of a Business Partner for processing the Customer's and its Affiliated Companies' own business cases.



**Indirect Use:** If jobs (orders) are transferred from a third-party system to MOXIS for processing via a web service, a natural person must be licensed as a Team User with the customer in question.

The price for a team user results from the average distribution of rights to the natural persons authorized to use the MOXIS Cloud Services (create, sign, release, etc.) in the directory (Authorized Users).

**Internal and External Guest User** is a natural person who is not a team user but who is invited by a team user to jointly sign an order using the corresponding MOXIS functionality. External guest users are Business Partners of the Customer or other natural persons. Internal guest users are employees of the Customer or its Affiliated Companies.

With the user model, Internal Guest Users may be invited by Team Users to jointly sign a document once per quarter. External Guest Users may be invited by Team Users to jointly sign a maximum of 50 documents per quarter.

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

Order is each individual process for providing a document with an electronic signature, from creation by the client to 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:** Open orders that are in the respective Customer instance at the same time. The number of parallel jobs involving at least one guest user is limited depending on the Hosting variant (MOXIS Now Cloud, MOXIS Business Cloud or MOXIS Enterprise Cloud).

**Batch/stack Signature (depending on the TSP):** Simultaneous signature of a certain number of open orders per Team User in a single process using the corresponding functionality in MOXIS. Depending on the TSP, different billing models apply to the processes.

**Qualified Signature According to eIDAS or ZertES (QES):** 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 Swiss Federal Act on Certification Services in the Field of Electronic Signatures and Other Applications of Digital Certificates (Federal Act on Electronic Signatures, ZertES). The QES signature is based on a qualified eIDAS Certificate of the signatory. In addition to guaranteeing the authenticity and integrity of the document, specifying the time and place of the signature, visualizing the signatory's personal

signature image and other information, the QES ensures the identity of the signatory in accordance with the highest possible legal requirements.

**Advanced Signature:** simple electronic signature (=simple/standard) for which no special signature requirements are defined in the eIDAS or ZertES regulation, extended by other factors such as technical device information and biometric information of the signature. This signature therefore does not require a Certificate from the signatory. In MOXIS Cloud Services, the advanced signature is implemented using a qualified electronic seal, thus guaranteeing the authenticity and integrity of the document and the time of the signature. Visualization is achieved by embedding the signatory's personal signature image. Information on the signature image is stored in the signature in the document in encrypted form using a Certificate. Technical device information is stored in the log for the order.

**Simple Signature According to eIDAS or ZertES (SES):** a simple electronic signature (=simple/standard) for which no special signature requirements are defined in the eIDAS or ZertES regulation. Therefore, this signature does not require a Certificate from the signatory. In the MOXIS Cloud Services, the SES is verified by a Certificate (ZertES) or qualified electronic seal (eIDAS) and thus guarantees the authenticity and integrity of the document as well as the time of the signature. Visualization is achieved by embedding the signatory's personal signature image.

**Seal:** an electronic seal in accordance with the eIDAS Regulation or ZertES. Depending on the Hosting variant, this is either in the Customer's name or in the name of "XiTrust Secure Technologies GmbH".

**Certificate for Electronic Signatures In Accordance With The eIDAS Regulation Or ZertES:** an electronic certificate that links electronic signature validation data to a natural person and confirms 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 the most legally compliant manner possible.

**Fair Use In Connection With The Authorization To Sign An Unlimited Number Of Documents:** compliance with the License Terms and the creation of a number of signatures per Authorized User that is in accordance with the Agreement, appropriate to the purpose and to a reasonable and comprehensible extent.

**A Breach Of Fair Use:** a material breach of the Agreement on the part of the Customer.

**Directory:** (a) the electronic directory service of the Customer or its Affiliated Companies, which maps the authorization structure of its employees or (b) the electronic Team User directory in MOXIS, which maps the authorizations of the team users of the Customer or its Affiliated Companies.

## Appendix B1: Service Level Agreement (SLA)

---

The SLA governs the functional scope and availability of the MOXIS Cloud Services, and the services provided by XiTrust within the scope of the MOXIS Cloud Services.

If XiTrust does not comply with and maintain the service level for the MOXIS Cloud Services as described in this SLA, this may entitle the Customer to a Service Level Credit.

### MOXIS Cloud Services

---

#### 16.1 Features

The latest MOXIS Documentation at the time of the conclusion of the Agreement will be provided when access to the MOXIS Cloud Services is granted at the latest.

The current range of functions of the MOXIS Cloud Services is made available in a "feature list" that can be retrieved online as an overview, available at [MOXIS Versions & Prices \(xitrust.com\)](https://xitrust.com). The contractually agreed functionality of the MOXIS version depends on the MOXIS Cloud Product procured by and installed for the Customer.

#### 16.2 Minimum Technical Requirements

- ✓ Supported browsers: Microsoft Edge, Google Chrome, Safari, Mozilla Firefox, each in the latest version
- ✓ Internet connection: a sufficient internet connection to the MOXIS Cloud Services as a web-based on-demand solution is the responsibility of the Customer
- ✓ Password guideline: according to the minimum requirements specified in MOXIS

#### 16.3 MOXIS Now Cloud, MOXIS Business Cloud und MOXIS Enterprise Cloud

MOXIS Now Cloud and MOXIS Business Cloud refer to the Hosting of MOXIS Cloud Services in the Data Center in a complete virtual environment. The login to the Customer instance is available at a personalized URL (<https://customer.moxis.cloud>).

MOXIS Enterprise Cloud refers to the Hosting of MOXIS Cloud Services and in addition, to the possibility of implementing customer-specific processes in a separate virtual environment in the Data Center and a login to the dedicated Customer instance.

Additionally, to the MOXIS Cloud Services Terms, Appendix B2 for MOXIS Enterprise Cloud Services (Setup and Deployment) applies to the MOXIS Cloud product MOXIS Enterprise Cloud.

## 17 Service Level

### 17.1 Definitions

Please note that we display all defined terms with a capital letter to make them easier to distinguish.

- ✓ **Downtime**, with the exception of Planned Downtime, refers to those periods during which the MOXIS Cloud Services are not available to Authorized Users
- ✓ **Planned Downtime** refers to Downtime in connection with network, hardware or service maintenance or upgrades or updates announced by XiTrust. Service Level Credit does not apply to Planned Downtime. XiTrust announces Planned Downtimes and their duration (e.g. for maintenance) to the Customer with a lead time of one week. However, XiTrust can also announce ad hoc maintenance windows with a lead time of 4 hours. The information is sent by e-mail to an e-mail address provided by the Customer.
- ✓ **Service Level Credit** is the percentage of the Applicable Monthly Fee that will be credited to the Customer upon approval of the claim by XiTrust, provided that the Service Level Credit shall not exceed 100% of the applicable monthly Fee.
- ✓ **Applicable Monthly Fee** is the Fee actually paid by the Customer for the MOXIS Cloud Services for the Applicable Monthly Period in which a Service Level Credit is granted.
- ✓ **Applicable Monthly Period** refers to a calendar month in which XiTrust guarantees the Customer a Monthly Service Level and in which the incident occurs.
- ✓ **Monthly Service Level** means the availability during Business Hours that XiTrust undertakes to maintain when providing the MOXIS Cloud Services, as defined in this SLA on the availability of the MOXIS Cloud Services.
- ✓ An **Incident** is any single event or group of events that leads to Downtime.

If the total Downtimes of the MOXIS Cloud Services within an Applicable Monthly Period exceed the Monthly Service Level ...	...then xiTrust grants a Service Level Credit of:
3.6 hours (corresponds to a Monthly Service Level of 99.5 %)	25 %
7.2 hours (corresponds to a Monthly Service Level of 99%)	50 %
24 hours (corresponds to a Monthly Service Level of 96.66%)	75 %

In order for XiTrust to evaluate any claim for Service Level Credit, Customers shall submit the claim to XiTrust together with all information necessary for evaluation, including but not limited to (i) a detailed description of the incident, (ii) information regarding the timing and duration of the incident, (iii) the number and (if applicable) locations of the Authorized Users affected, and (iv) a description of the attempts to resolve the incident independently after it occurred, within 30 days of the end of the month in which the Monthly Service Level of the MOXIS Cloud Services was not met.

XiTrust undertakes to process possible claims on the basis of all available information within 30 days of receipt. If the Customer's claim to a service level credit is confirmed by XiTrust, XiTrust will offset this against the applicable monthly Fee. Upon request, XiTrust shall provide the Customer with the actual availability of the MOXIS Cloud Services for the applicable monthly Fee. The Customer is not entitled to unilaterally charge or offset any service level credit. The Customer shall be entitled to the Service Level Credit as an exclusive legal remedy in the event that the Monthly Service Level is not reached.

A Service Level Credit due to Downtime is not available in the following cases in particular:

- ✓ due to cases of force majeure (e.g. natural disasters, wars, terrorist attacks, government measures, network or equipment failures outside the Hosting Data Centers, etc.)
- ✓ due to the Customer's use of services, software or hardware that do not meet the minimum technical requirements specified by XiTrust
- ✓ due to unauthorized actions or omission of necessary actions by the Customer or third parties entrusted by the Customer
- ✓ due to the Customer's failure to comply with required configurations, use of supported services, software or hardware or other incorrect use of the MOXIS Cloud Services that is not compatible with the features and functions of the MOXIS Cloud Services
- ✓ in the event of the use of Licenses that are non-compliant with the License Terms or in the event of incorrect licensing or sublicensing.
- ✓ in the event of non-compliance with the obligations to cooperate, e.g. in the event of delays by the Customer

## 18 Maintenance and Support Services

---

### 18.1 Software Maintenance

XiTrust provides the following remote services as part of software maintenance:

25/45

✓ Provision of upgrades for the Customer. Upgrades are periodic updates of major releases (e.g. version 4.0, version 5.0, ...) and include program changes that require a reorganization of the program.

✓ Installation of updates: Updates are periodic updates to minor releases (e.g. version 4.1, version 4.2, ...) due to necessary technical innovations, whereby up to one update per calendar year is included in the Maintenance and Support Services (does not apply to MOXIS Cloud Services with customer-specific changes).

Installation of service packs: Provision of service packs exclusively for the latest update provided by XiTrust. Service packs are program changes to rectify Software Errors. A Software Error exists in particular if MOXIS does not fulfill a function specified in the scope of functions, delivers incorrect results, aborts the run in an uncontrolled manner or does not work properly in any other way, so that the use of the program is impossible or considerably restricted.

## 18.2 Software Support

Support is the remote answering of queries from the Customer regarding the use of MOXIS ("Support Request") and the remote rectification of Software Errors in MOXIS ("Error Message").

### 18.2.1 Support Levels

**1<sup>st</sup> Level Support:** The Customer is obliged to consult the FAQ for simple support cases, which can be viewed at <https://www.xitrust.com/moxis-as-a-service-faq/> or at <https://documentation.xitrust.com/>, and to attempt to solve these himself.

**2<sup>nd</sup> Level Support:** If there is an error that exceeds the 1<sup>st</sup> Level Support or cannot be resolved by the Customer within the scope of the 1<sup>st</sup> Level Support, the Customer can contact the 2<sup>nd</sup> Level Support at XiTrust.

Support is provided to the Customer by the support staff of XiTrust or third parties commissioned by XiTrust during XiTrust's Business Hours.

### 18.2.2 Error Messages

The following channels are available to the Customer for reporting Software Errors and support requests:

- ✓ notification via the support portal accessible to Customers at <https://servicedesk.xitrust.com>
- ✓ via e-mail to the e-mail address [servicedesk@xitrust.com](mailto:servicedesk@xitrust.com) (24x7, response by XiTrust only during XiTrust Business Hours)
- ✓ by telephone on +43 316 23 20 31 (only during XiTrust Business Hours)

26/45

The notification of a Software Error (error message) must meet the following requirements, regardless of the channel:

- ✓ The message must contain sufficient information to reproduce the problem.
- ✓ The message must contain the program function and the text of the Software Error message.
- ✓ The message must contain a precise description of the error and describe the effects of the error.

**The Customer's duty to cooperate in the event of error messages:**

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

The Customer must also provide configuration files, screenshots or similar at the request of XiTrust.

**18.2.3 Response Times**

After receiving an error message, XiTrust will inform the contact person named by the Customer within the response times, usually by e-mail, in exceptional cases also by telephone, about the processing of the error message and, if necessary, possible solutions to the problem. The type of solution is determined by XiTrust. If the reported problem is due to an error in MOXIS, this error will be rectified by XiTrust within a reasonable period of time, usually as part of the next update or service pack, provided it can be rectified. In particularly urgent cases, XiTrust will immediately provide the Customer with software to solve the problem (Hot Fix), if available.

XiTrust guarantees compliance with the following response times within XiTrust's Business Hours (the times apply from the time of the error message during Business Hours or, in the case of an error message outside Business Hours, from the following start of Business Hours):

Priority	Initial Reaction after	Qualified Reaction according to	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.*

\*na = not applicable

**Priority 1** - Total failure of MOXIS Cloud Services: This type of error has a lasting impact on the use of MOXIS Cloud Services. It requires a rapid response.

Examples:



- Complete failure of one of the MOXIS Cloud Services system components
- Electronic signature cannot be executed
- External portal MOGU is not available
- MOXIS Cloud Services are not available
- Login to MOXIS Cloud Services does not work for at least 20% of Authorized Users

**Priority 2** - Failure of a key feature of MOXIS Cloud Services: This type of problem also requires a rapid response.

Examples:

- MOXIS Cloud Services crashes during runtime
- Individual Authorized Users or groups of Authorized Users (< 20%) cannot log in
- Individual signature processes have a failure
- Individual processes are not available
- Individual MOXIS interfaces are not available

**Priority 3** - Feature works differently than documented: A feature of MOXIS Cloud Services does not work as described in the documentation. The Customer's use of MOXIS Cloud Services is not at risk, but MOXIS is not behaving according to specification, and a workaround is required.

**Priority 4** - This type of problem is of a general nature and includes questions about how MOXIS behaves. Questions of this priority can usually be answered immediately.

The reaction stages are defined as follows:

**Initial response:** The error message is assigned a ticket number by XiTrust. This ticket number must be used for further communication with XiTrust.

**Qualified response:** The person responsible at XiTrust has started to analyze the problem and sends an initial status update. The information is included in the ticket.

**Status update:** XiTrust informs the contact person named by the Customer about the current situation and next steps. The information is provided in the ticket.

**Temporary solution:** A temporary solution is a solution that produces a result comparable to normal functionality. However, it may be necessary for Authorized Users to perform certain tasks manually or for individual process steps to be outsourced to other instances.

**Permanent solution if necessary:** A hot fix is installed which solves the problem permanently.



### 18.3 Not covered by software maintenance or software support are:

- ✓ Software Support and Software Maintenance Services outside XiTrust Business Hours
- ✓ Software Support and Software Maintenance Services on site at the Customer's premises
- ✓ 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
- ✓ Consulting Services and customization of configurations for Customer systems
- ✓ Training at the Customer's premises
- ✓ Customer-specific changes to the MOXIS Cloud Services
- ✓ From the 2nd update per calendar year for MOXIS Cloud Services without customer-specific changes or updates in general for MOXIS Cloud Services with customer-specific changes

### 18.4 The Customer's duty to cooperate

The Customer undertakes to keep the MOXIS Cloud Services up to date and to carry out an upgrade at least every 18 months. In the case of MOXIS Cloud Services with customer-specific changes, the aforementioned obligation only applies if an upgrade is provided by XiTrust. The Customer is obliged to allow XiTrust access to its systems and to support XiTrust in connection with the rectification of faults, the performance of maintenance activities and the checking of system security.

The Customer is obliged to immediately provide XiTrust with all information and documents available to him that are necessary or appropriate for the provision of the service. XiTrust points out that the fulfillment of this obligation to cooperate is an indispensable prerequisite for the successful, fast and defect-free provision of the service or rectification of errors.

Non-compliance with the obligations to cooperate, e.g. in the event of delays by the Customer, shall lead to the suspension of the validity of the SLA.

## Appendix B2: MOXIS Enterprise Cloud Services (Setup and Deployment)

---

This Annex governs the MOXIS Enterprise Cloud Services (Setup and Deployment) of XiTrust exclusively for the MOXIS Cloud product MOXIS Enterprise Cloud Services ("Services"). The services are charged separately from the Fees for the MOXIS Cloud Services in accordance with the offer. The provisions set out in this Appendix shall apply in addition to the main part of the MOXIS Cloud Services provisions; in the event of any contradictions between the provisions, the provisions set out in this Appendix shall take precedence.

### 1. Subject of performance

---

XiTrust shall provide the Customer with the services agreed in the Agreement for setting up and deploying the MOXIS software in the Enterprise Cloud. XiTrust provides the services remotely. The dates and exact content of the respective services are defined in the offer or agreed between the parties.

Each party shall name a competent employee to the other, who shall provide the information required for the execution of the Agreement and either make or arrange for decisions to be made. If an employee of XiTrust is unable to perform the services due to illness, vacation or other reasons for which the Customer is not responsible, XiTrust will immediately deploy another suitable employee. Furthermore, XiTrust is entitled to replace an employee with another suitable employee at any time.

### 2. Standard of Care

---

XiTrust provides services in accordance with the state of the art, applies an appropriate standard of care and quality in the fulfillment of the contract and employs competent personnel in the provision of services.

### 3. Obligations of the Customer to Cooperate

---

The Customer is obliged to support XiTrust to the best of its knowledge and belief in the provision of the services. The Customer is obliged to provide XiTrust without delay with all information and documents available to him that are necessary or appropriate for the provision of services. XiTrust points out that the fulfillment of this obligation to cooperate is an indispensable prerequisite for the successful, fast and defect-free provision of services.

## 19 Delivery Date

---

XiTrust endeavors to adhere as closely as possible to the agreed deadlines for the provision of services. Claims (for damages) by the Customer arising from any non-compliance are excluded. The targeted performance or fulfillment deadlines can only be met if the Customer provides all necessary work and documents in full by the deadlines specified by XiTrust and fulfills its obligation to cooperate to the required extent, such as timely acceptance.

## 20 Acceptance and Contract Fulfillment

---

The services on the test and production environments require acceptance by the Customer no later than four weeks after delivery by XiTrust. This is confirmed and signed by the Customer in a protocol. Any defects in the services, i.e. deviations from the written service description in the offer, must be sufficiently documented by the Customer and reported to XiTrust. XiTrust shall endeavor to process the defect as quickly as possible. If there are significant defects reported in writing, i.e. if live operation cannot be started or continued, a new acceptance and confirmation by the Customer is required after the defect has been rectified.

The Customer is not entitled to refuse acceptance due to insignificant defects.

Upon acceptance by the Customer or expiry of the acceptance period or use of MOXIS in live operation by the Customer by means of logins by an Authorized User, the MOXIS Cloud Services (Setup and Deployment) by XiTrust are fulfilled and the Agreement for the Services has automatically ended.

## 21 Payment and Billing of MOXIS Cloud Services (Setup and Deployment)

---

Charges for setup and deployment are invoiced after the services have been provided, or monthly if the contract period is longer than one month, on the basis of submitted proof of performance according to actual expenditure at the rates stated in the offer. The information on Fees and expenses in XiTrust's offers is merely an estimate.

If fixed prices have been expressly agreed in the Agreement for the provision of setup and deployment services, XiTrust is entitled to charge a down payment of 50% of the agreed Fee after the contract has been concluded. Services on site at the Customer's premises are charged at a rate of at least half a day. Travel times are charged at the applicable rates and according to the time and effort involved.

XiTrust reserves all rights to the unpaid services until full payment of a claim due under the Agreement.

## 22 Warranty for MOXIS Cloud Services (Setup and Deployment), Indemnification and Freedom from Third-Party Rights

---

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

The prerequisite for the processing of defects is that

- the Customer sufficiently describes the defect in an error message, and this can be determined by XiTrust;
- the Customer provides XiTrust with all documents required for error processing;

Warranty claims in connection with setup and deployment shall in any case expire 6 months after acceptance by the Customer or expiry of the acceptance period or use of MOXIS in live operation by the Customer.

If two attempts of improvement fail, the Customer shall be entitled:

- to demand a price reduction, or
- except in the case of minor defects, to terminate the contract for MOXIS Enterprise Cloud
  - Services (Setup and Deployment) and to reclaim any Fees paid for the services.

If XiTrust provides troubleshooting or troubleshooting services without being obliged to do so, XiTrust may 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 Cloud Services (Setup and Deployment) does not apply

- ✓ for defects that are attributable to operating errors and non-compliance with safety measures or non-compliance with the Customer's duty of care, unless the Customer proves that the defects occur even if the duty of care is complied with,
- ✓ for Customer Data that is modified by the Customer through other programs or tools of the Customer or third parties, so that it becomes inconsistent in terms of the use of MOXIS,
- ✓ in the event of self-initiated interventions or changes to MOXIS by the Customer, such as changes, adaptations, connection with other programs by the Customer or third parties and/or after use contrary to the Agreement, unless the Customer proves that the defect in MOXIS exists independently of this.

With regard to liability for damages and freedom from third-party rights, the corresponding points in the main section apply analogously to MOXIS Cloud Services (Setup and Deployment) and the Fee paid by the Customer for this.

## Appendix C – Agreement on the Processing of Personal Data for MOXIS Cloud Services according to art. 28 GDPR („DPA“) – valid for Customers and Affiliated Companies in the EU

### Background

---

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

The Customer, the Affiliated Companies and the Business Partners act as data controllers within the meaning of the GDPR and are responsible for the legal compliance of the processing of Personal Data in accordance with this DPA.

Insofar as authorizations, consents, instructions or approvals are issued by the Customer, these are issued not only on behalf of the Customer, but also on behalf of the other controller. If XiTrust informs the Customer or sends notifications, this information or notification shall be deemed to have been received from those controllers to whom the Customer has authorized the use of the MOXIS Cloud Services. It is the Customer's responsibility to forward this information and communications to the relevant responsible parties.

Appendices 1 and 2 are an integral part of this Agreement. Appendix 1 sets out the agreed subject matter, type and purpose of processing, data categories, the categories of data subjects and Appendix 2 sets out the technical and organizational measures to be applied.

### 23 Definitions

---

Please note that we display all defined terms with a capital letter to make them easier to distinguish.

**Data Protection Regulations:** include the GDPR and the DPA

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

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

**Personal Data:** any information relating to a data subject, whereby in this DPA only data are to be understood as Personal Data that (i) is collected by the Authorized Users in the MOXIS Cloud Services or through their use, or (ii) is provided or accessed by XiTrust and its

34/45

**Sub-Processors:** in order to provide the Services is to be understood as Personal Data. Personal Data is a subset of Customer Data (see the definition in the body of the MOXIS Cloud Services Terms).

**Sub-Processor:** other processors who are commissioned by XiTrust to data processing.

The definitions under the GDPR shall apply to terms that are used in the MOXIS Cloud Services Agreement or in Annexes 1 and 2 but are not defined herein or in the main body of the MOXIS Cloud Services Terms.

## 24 Communications from XiTrust to the Customer; how to contact XiTrust

---

Notifications from XiTrust to the Customer within the scope of this DPA, in particular also notifications of breaches of Personal Data protection, shall be sent by e-mail to the contact person named by the Customer.

The Customer is obliged to ensure that XiTrust always has the current contact details of the Customer's contact person. If the Customer believes that XiTrust is not fulfilling its data protection and security obligations, the Customer can contact the data protection officer appointed by XiTrust at the e-mail address [datenschutz@xitrust.com](mailto:datenschutz@xitrust.com).

## 25 Security of Data Processing

---

### 25.1 Appropriate Technical and Organizational Measures

XiTrust and its Sub-Processors have implemented the Technical and Organizational Measures ("TOMs") listed in Appendix 2. The Customer has reviewed these TOMs and agrees that these TOMs are appropriate with respect to the MOXIS Cloud Services, considering the state of the art, the costs of implementation, the nature, scope, context and purpose of the processing of Personal Data.

### 25.2 Changes

XiTrust may change the measures set out in Appendix 2 at any time without notice as long as it maintains a comparable or better level of security.

### 25.3 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.

## 26 Obligations of XiTrust

---

### 26.1 Instructions from the Customer as the Controller

XiTrust will only process Personal Data in accordance with the Customer's documented instructions. This DPA constitutes such a documented instruction, and any use of the MOXIS Cloud 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 amended in writing by the Customer.

### 26.2 Quality Assurance

XiTrust and its Sub-Processors shall only use Authorized Persons for the processing of Personal Data who are bound to confidentiality and have been familiarized with the data protection provisions relevant to them. XiTrust and any persons commissioned by XiTrust and its Sub-Processors who have access to Personal Data may only process this data in accordance with the Customer's instructions, including the powers granted in this Agreement, unless they are legally obliged to process them.

### 26.3 Support for the Customer

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

XiTrust shall provide reasonable assistance to 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, notification of Personal Data breaches to the supervisory authority, notification of the individual affected by a Personal Data breach, data protection impact assessment and prior consultation.

At the Customer's request, XiTrust will cooperate reasonably with the Customer to deal with requests from data subjects or supervisory authorities regarding XiTrust's processing of Personal Data or Personal Data breaches.

The Customer shall compensate XiTrust for the costs of the support services.

If a data subject contacts XiTrust directly 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.



## 26.4 Notifications of Personal Data Breaches

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

## 27 Data Export and Deletion

---

During the Contract Term, the Customer has the option at any time - considering the regular deletion of the Customer Data as specified in the offer - to access, extract, correct and delete the Personal Data stored in the MOXIS Cloud Services. In this context, however, XiTrust expressly refers to the Customer's obligation to take data security measures in accordance with [section 8.6](#) of the main part of the MOXIS Cloud Services Terms and Conditions.

At the end of the Contract Term, the Customer is no longer authorized to use the MOXIS Cloud Services and the Confidential Information of XiTrust. For 30 calendar days after the end of the Contract Term, XiTrust shall grant the Customer and the Affiliated Companies access to the MOXIS Cloud Services for the sole purpose of data backup so that the Customer can finally extract the Customer Data (this corresponds to the return of the Personal Data).

The MOXIS Cloud Services may not support the software that the Customer uses for extraction. XiTrust accepts no liability for the extraction of Customer Data.

The Customer hereby instructs XiTrust to subsequently delete all Customer Data, including Personal Data, remaining on the servers used to host the MOXIS Cloud Services, unless XiTrust is obliged to retain this data under applicable law.

## 28 Control Rights of the Customer as the Controller

---

XiTrust will regularly check compliance with the obligations agreed in this Agreement and prepare test reports. XiTrust will make these test reports available to the Customer on request. Test reports are Confidential Information and are subject to the Confidentiality Agreement of the MOXIS Cloud Services provisions.

Insofar as the Customer's control requirements cannot be adequately met by the transmission of the test reports and other information requested by the Customer for this purpose, the Customer or an auditor commissioned by the Customer may audit the control environment and compliance with the Technical and Organizational Measures (TOMs) that protect the productive systems of the MOXIS Cloud Services at their own expense by mutually agreeing a date, unless the audit is formally carried out by a supervisory authority.

37/45

XiTrust may object to the selection of the commissioned auditor in the event of factual objections based on the person of the commissioned auditor. The Customer shall not be granted access to the data of other XiTrust Customers or facilities or systems that are not related to the provision of the MOXIS Cloud Services.

## 29 Sub-Processor

---

### 29.1 Permitted Use

The Customer hereby grants XiTrust its prior general written consent to transfer the processing of Personal Data to Sub-Processors within the scope of the performance of its contractually agreed services under the following conditions:

- ✓ XiTrust carefully selects Sub-Processors according to their suitability and in compliance with the applicable Data Protection Regulations. When assessing suitability, XiTrust takes into account in particular the Technical and Organizational Measures taken by the Sub-Processor within the meaning of Art. 32 GDPR, considering the nature, scope, circumstances and purposes of the processing and, in the case of transfers of Personal Data to third countries, compliance with Section V GDPR, in particular, in the absence of an adequacy decision pursuant to art. 45 § 3 GDPR, the provision of appropriate safeguards pursuant to art. 46 GDPR by the Sub-Processor.
- ✓ XiTrust commissions Sub-Processors on the basis of written contracts in accordance with art 28 GDPR, which are in line with the Data Protection obligations of this DPA in relation to the processing of Personal Data by the Sub-Processor, in particular the appropriate Technical and Organizational Measures. XiTrust shall be liable for any breaches by the Sub-Processor in accordance with this MOXIS Cloud Services Agreement.
- ✓ The current list of XiTrust's Sub-Processors and their scope of activity will be made available to the Customer on request.

### 29.2 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 in advance by e-mail of the planned additions or replacements within the list of Sub-Processors and their areas of activity.

✓ The Customer as data controller has the opportunity to object to such changes in accordance with [section 8.3](#).

### 29.3 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 MOXIS Cloud Services as per the Agreement, the Customer may terminate the Agreement by written declaration signed by authorized representatives of the Customer to XiTrust within 30 days from the date of notification by XiTrust of the new Sub-Processor with effect from a date specified by the Customer. A declaration of termination by the Customer to XiTrust must be sent by email to [accounting@xitrust.com](mailto:accounting@xitrust.com). If the Customer does not give notice of termination 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.

### 29.4 Emergency Replacement

XiTrust may replace Sub-Processors without prior notice if the immediate replacement is necessary for security or other reasons. In this case, XiTrust shall inform the Customer of the new Sub-Processors immediately after their appointment. [Section 8.3](#) applies accordingly.

## 30 Documentation; Processing Directory

---

Each party is responsible for complying with its documentation obligations under Data Protection Law, in particular for keeping records of processing activities. Each party shall support the other party in an appropriate manner in fulfilling its documentation obligations.

## Attachment 1 to Appendix C – Subject Matter, Purpose and Duration of the Data Processing Agreement

---

### Object and purpose

XiTrust processes Customer Data within the scope of the DPA exclusively in connection with the provision of MOXIS Cloud Services for its use of the Customer and its Affiliated Companies and for the provision of Software Support and Software Maintenance. Personal Data is processed in particular in connection with the

- ✓ processing of Personal Data in order to set up, monitor, operate and provide the MOXIS Cloud Services
- ✓ communication with Authorized Users (exclusively for the provision of Software Maintenance and Software Support)
- ✓ storage of Personal Data in Data Centers of Sub-Processors
- ✓ upload of corrections, service packs, updates or upgrades to the MOXIS Cloud Services
- ✓ creation of backup copies of Personal Data
- ✓ network access to enable the transfer of Personal Data
- ✓ execution of the client's instructions in accordance with the DPA

### Duration of the processing of Personal Data

The duration of the DPA corresponds to the Contract Term between the Customer and XiTrust for the MOXIS Cloud Services.

### Data Subjects

As a rule, the Data Subjects can be assigned to the following categories: Authorized Users, such as in particular employees, Business Partners or other persons whose Personal Data is stored in the MOXIS Cloud Services as well as contact persons of the Customer in accordance with the SLA, Appendix B1 or support in accordance with [section 5.3](#) of the DPA.

### Data categories

As a rule, the Personal Data can be assigned to the following data categories: Contact data (name\*, telephone\*, e-mail\*), system access/usage/authorization data, company name, and application-specific data collected from the Customer's Authorized Users in the MOXIS Cloud Services.

By activating the Customer in MOXIS, the following data categories can be added. The activation represents a documented instruction from the Customer to XiTrust for processing:

- Time and velocity vector Signature
- IP address
- Geolocation (longitude, latitude)

\*as addition in the comment to the signature Certificate

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

XiTrust and its subcontractors take the following Technical and Organizational Measures for the use of MOXIS Cloud Services:

Confidentiality (art 32 para 1 lit b GDPR)	
<p style="text-align: center;"><b>Physical Access Control</b></p> <p>As part of <b>Physical Access Control</b>, unauthorized persons are denied "physical" access to data processing systems that are used to process Personal Data. Persons who are not authorized to do so are prevented from gaining uncontrolled access to data processing systems. This rules out the possibility of unauthorized knowledge or influence from the outset.</p>	<ul style="list-style-type: none"> <li>• Access Control System</li> <li>• Alarm System</li> <li>• Visitor Monitoring</li> </ul>
<p style="text-align: center;"><b>Access Control</b></p> <p><b>Access control</b> prevents the unauthorized use of data processing systems. It protects unauthorized (external) persons from entering the system itself.</p>	<ul style="list-style-type: none"> <li>• (Secure) passwords (including the corresponding policy)</li> <li>• User authentication</li> <li>• Automatic locking mechanisms</li> <li>• Separation of company and guest WLAN</li> <li>• Security measures for external access to the company Network, e.g. from home office (virtual private network)</li> <li>• Directive on safe use for (mobile) end devices</li> <li>• No use of private end devices</li> <li>• Encryption of data carriers</li> <li>• Two-factor authentication</li> </ul>
<p style="text-align: center;"><b>Control Access</b></p> <p><b>Control Access</b> ensures that those authorized to use a data processing system can only access the data subject to their Access Authorization and that Personal Data is not read, copied, modified or removed without authorization during processing, use and after storage. This controls both access and storage measures. Organizationally, it is ensured that access is</p>	<ul style="list-style-type: none"> <li>• Standard Authorization profiles on a "need-to-know" basis</li> <li>• Standard Process for assigning authorizations</li> <li>• Logging of Accesses</li> <li>• Periodic Checks of the assigned authorizations, in particular of administrative user accounts</li> <li>• Process for canceling access rights that are no longer required</li> </ul>

<p>only granted to data that the employees need to complete the tasks assigned to them.</p>	
<p><b>Separation Control</b></p> <p>The separation requirement ensures that data collected for different purposes can be processed separately.</p>	<ul style="list-style-type: none"> <li>• Client Separation</li> <li>• Separation of production and test system</li> <li>• Separate Storage</li> </ul>
<p><b>Pseudonymization</b></p> <p>Data is processed in such a way that the data can no longer be assigned to a specific data subject without the use of additional information, provided that this additional information is stored separately and is subject to appropriate Technical and Organizational Measures.</p>	<ul style="list-style-type: none"> <li>• Provider Shielding</li> <li>• No targeted reading of Personal Data on documents</li> </ul>
<p><b>Integrity (art 32 para 1 lit b GDPR)</b></p>	
<p><b>Transfer Control</b></p> <p>The onward Transfer Control prevents data carriers from being read, copied, modified or removed without authorization and checks to which bodies the transfer of Personal Data is intended by data transfer devices.</p>	<ul style="list-style-type: none"> <li>• No unauthorized reading, copying, modification or removal during electronic transmission or transport</li> <li>• Encryption</li> <li>• Virtual Private Networks</li> <li>• Protected connection to and from the Data Center</li> <li>• No data forwarding during the electronic signature process (applies to hash value procedure)</li> </ul>
<p><b>Input Control</b></p> <p>The Input Control ensures that it is subsequently possible to check and determine which Personal Data was entered into data processing systems at what time and by whom, i.e. also deleted and removed.</p>	<ul style="list-style-type: none"> <li>• Logging whether and by whom Personal Data has been entered into, changed or removed from data processing systems</li> <li>• Entry, modification or removal only in cooperation with the responsible person</li> </ul>



<b>Availability and Resilience (art 32 para lit b GDPR)</b>	
<p style="text-align: center;"><b>Availability Control</b></p> <p>The following measures ensure that data is protected against accidental destruction or loss and is always available to the client.</p>	<ul style="list-style-type: none"> <li>• Backup strategy (online/offline; on-site/off-site)</li> <li>• Uninterruptible power supply (UPS, diesel generator set)</li> <li>• Virus protection</li> <li>• Firewall</li> <li>• Reporting channels and emergency plans</li> <li>• Security checks at infrastructure and application level</li> <li>• Multi-level backup concept with encrypted outsourcing of backups to a backup Data Center</li> <li>• Standard processes for employee changes/departures</li> <li>• Rapid recoverability (Art 32 para 1 lit c GDPR)</li> </ul>
<b>Procedure for Regular Review, Assessment and Evaluation (art 32 para 1 lit d GDPR)</b>	
<p style="text-align: center;"><b>Data Protection Management</b></p> <p>The following measures ensure that an organization is in place that meets the basic requirements of data protection law.</p>	<ul style="list-style-type: none"> <li>• Data Protection Management including regular               <ul style="list-style-type: none"> <li>• employee training</li> </ul> </li> <li>• Incident Response Processes</li> <li>• Order Control: no order data processing without corresponding instructions by:               <ul style="list-style-type: none"> <li>• Clear contract design</li> <li>• Formalized order management</li> <li>• Strict selection of the service provider</li> <li>• Duty of prior persuasion</li> <li>• Follow-up checks</li> </ul> </li> <li>• Obligation of employees to maintain confidentiality</li> <li>• Appointment of a Data Protection Officer</li> <li>• Regular auditing of Technical and Organizational Data Protection Measures</li> </ul>
<b>Data Protection through Technology Design and Data Protection-Friendly Default Settings (art 25 para 1 and 2 GDPR)</b>	
<p style="text-align: center;"><b>Data Protection through Technology Design</b></p> <p>The following measures ensure that an organization is in place that meets the basic requirements of data protection law.</p>	<ul style="list-style-type: none"> <li>• Possibility of verifying the accuracy of Personal Data</li> <li>• Personal Data is only stored for as long as is necessary for the purpose pursued (automatic deletion concept)</li> <li>• Ensuring the integrity and confidentiality of Personal Data through Technical Measures and concepts, i.e. through an authorization concept, encryption, traceability of changes, protection against manipulation, and zone segmentation</li> <li>• Processes for requests from affected parties</li> <li>• Possibility of rectification, erasure and restriction of the processing of Personal Data</li> </ul>

	<ul style="list-style-type: none"> <li>Regular software checks using independent tools and penetration tests</li> </ul>
<p><b>Privacy-Friendly Default Settings</b></p> <p>The following measures ensure that an organization is in place that meets the basic requirements of data protection law.</p>	<p>MOXIS is preset and configured so that only the Personal Data is processed that is necessary for the respective purpose pursued.</p>