

EU DIGITAL OPERATIONAL RESILIENCE ADDENDUM (DORA) - NON-CRITICAL

Last Updated: 1 February 2026

This EU Digital Operational Resilience Addendum (this “**Addendum**”) forms part of and is subject to the Master Subscription Agreement and all associated contracts, including any Data Processing Addendum, Order Form or other governing documents, however styled, (the “**Agreement**”) between (i) Zone and Company Software Consulting EMEA B.V., or its Affiliate that is a party thereto (“**Company**”) and (ii) the customer entity party thereto (“**Customer**”) (collectively, the “**Parties**”). All capitalized terms used in this Addendum that are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms of (i) the Agreement (excluding this Addendum); and (ii) this Addendum, the terms of this Addendum shall prevail.

1 SCOPE

1.1 Under the Agreement, Company provides the Services to Customer which provides Customer the functionality as set forth in the Agreement. Customer represents and warrants that the provision of the Services to Customer constitutes the provision of ICT services pursuant to EU Regulation 2022/2554 of 14 December 2022 on digital operational resilience for the financial sector and its implementing and delegated acts (“**DORA**”). The Parties agree to the terms of this Addendum so as to address in the Agreement certain contractual provisions applicable under DORA.

1.2 Customer shall provide such evidence as Company may reasonably request to be satisfied that Section 1.1 above is met, which may include: (a) an extract of Customer’s Register of Information that highlights Company’s role; and/or (b) such additional supporting information, documentation and evidence as is reasonably available.

1.3 This Addendum is only valid as long as and to the extent that either Customer or one of its Affiliates who is an end user under the Agreement is a regulated entity subject to DORA. A reference in this Addendum to Customer’s Affiliates applies only to those Affiliates that are subject to DORA. A reference in this Addendum to the termination of the Agreement applies only to those aspects of the Agreement, including any Order Forms that have been entered into, for the purpose of providing Services to a regulated entity subject to DORA.

1.4 The Parties acknowledge that under DORA the application of certain contractual requirements must be proportionate to the nature, scale and complexity of ICT services. The Parties agree that the terms of this Addendum shall be interpreted consistent with that principle of proportionality in light of the scope and nature of the Services provided to Customer.

1.5 For the purpose of completing a Register of Information required under DORA, a summary of the Services is set forth at Annex 1 (Register of Information Data).

2 CUSTOMER REPRESENTATIONS

2.1 Customer is solely responsible for compliance with all legal and regulatory requirements applicable to all users, including compliance by its Affiliates.

2.2 The Parties acknowledge and agree that except as set out below the mandatory contractual requirements under DORA are addressed by the remainder of the Agreement.

3 REGULATORY COOPERATION

3.1 Company will fully cooperate with any requests of competent regulatory authorities that supervise Customer's or its Affiliate's compliance with DORA ("**Regulators**") and any third parties appointed by them, unless Company believes that the request is unreasonable, in which case: (i) Company shall notify Customer of the same and shall, at its own cost, escalate the issue with the relevant Regulator; and (ii) subject to this escalation by Company, a failure to co-operate with such requests will not be deemed a breach of this Section 3.1.

4 DATA LOCATIONS

4.1 Company shall provide the Services from the locations described in the Agreement, including in the Order Form. Customer describes and updates the locations where the sub processors are located and, if applicable, where Customer Data is stored, at the following link: <https://help.zoneandco.com/hc/en-us/articles/26302640972955-Zone-Third-Party-Subprocessors-Zone-Affiliates> ("**Subprocessor Page**").

4.2 Where Company proposes to use (either through itself or any sub processor) any additional data storage locations outside of the relevant region specified in the Agreement or Subprocessor Page ("**Proposed Extra-Regional Use**"), Company will post a notice of thereof, including details of the processing to be undertaken by the sub processor, on the Subprocessor Page. Provided that Customer subscribes to notifications from Company, Customer will receive notice of such posting. If, within ten (10) business days of receiving the notice, Customer notifies Company in writing of any reasonable objections to the Proposed Extra-Regional Use, Company will not continue with such Proposed Extra-Regional Use until reasonable steps have been taken to address the objections raised by Customer and Customer has been provided with a reasonable written explanation of the steps taken.

5 OPERATIONAL RESILIENCE

5.1 In operating the Services, Company will maintain the Safeguards described in the Agreement.

5.2 **Business Continuity Planning.** Company shall ensure that it is able to implement the provisions of an appropriate disaster recovery and business continuity plan covering the Services at any time in accordance with its terms. The terms of the disaster recovery and business continuity plan must provide that, where applicable, any Customer Data can be accessed in an easily-accessible format in the case of the insolvency, resolution or discontinuation of business operations of Company. Company shall test the disaster recovery and business continuity plan on a regular basis. Customer shall be entitled to request confirmation that such testing has been conducted.

5.3 Company shall conduct security testing on a regular basis, and Customer shall be entitled to request confirmation that such testing has been conducted.

5.4 **Training Programs.** Where reasonably requested by Customer, Company shall participate in Customer's ICT security awareness programs and digital operational resilience training solely by providing written summaries of the Services and Company's policies and business, in each case as they relate to DORA requirements, and/or utilising Company's industry-accepted operational resilience compliance training tools. The extent of information provided by Company shall be commensurate with the nature of the Services.

5.5 **ICT Incidents.** In the event of an unplanned single event or series of linked events that compromises the security of network and information systems used to provide the Services, and which has an adverse impact on the availability, authenticity, integrity or confidentiality of Customer Data, or on the provision of the Services, ("**ICT Incidents**"), Company shall provide to Customer prompt and reasonable assistance solely by: (i) in respect of ICT Incidents that involve a personal data breach, informing Customer and providing

support in accordance with the express provisions of the Data Processing Agreement; and (ii) in respect of all other ICT Incidents, posting a notification and updates (including a root-cause analysis) of such ICT Incident at the Company Status Page, which shall be notified in writing by Company to Customer.

6 TERMINATION

6.1 The Parties agree that the occurrence of an event or circumstance described below, which Customer can reasonably evidence, shall be considered a material breach of the Agreement for the purposes of the termination rights set out in the Agreement:

6.1.1 a material breach by the other Party of applicable law or regulations, provided that (a) notwithstanding this provision, in no event will Company be required to open data centers outside the EEA in jurisdictions from which Customer collects Customer Data; and (b) Company is not responsible for ensuring that any Services, or Customer's use thereof, comply with any laws applicable to Customer's business or industry, including any laws resulting from Customer's (including end-users') use in any specific geography;

6.1.2 circumstances or an impediment capable of altering the performance of the Services so as to cause a material breach by Company of the Agreement. Where Customer invokes a termination right pursuant to this Section 6.1.2, Customer shall provide appropriate evidence of such circumstances or impediment, to Company's reasonable satisfaction, including sharing with Company the documented outcome of its internal risk assessment; or

6.1.3 a material breach by the other Party of its confidentiality obligations under the Agreement.

6.2 If a Regulator instructs Customer to terminate the Services because it can no longer effectively supervise the Customer as a result of the Services or the Agreement, then: (i) Customer may request the termination of the Agreement upon sixty (60) days' written notice; subject to (ii) Customer's payment of: (a) Company's remaining fees for the remainder of the then-current Term (immediately prior to the termination exercised under this Section); and (b) Company's outstanding fees for services incurred in relation to the preparation and implementation of the services provided pursuant to the Agreement and this Addendum (if any), to the extent not already paid for by Customer; and (iii) without any other compensation, damages, refund or penalty for Company, notwithstanding any provision to the contrary in the Agreement.

6.3 In the event of the termination or expiry of the Agreement for any reason Company shall support the Customer in the orderly transfer of the Services by making available to Customer and/or a replacement provider (through the provision of authentication details) Customer Data to export or download in accordance with the Agreement.

Annex 1 – Register of Information Data

LEI Code	254900X8KU3RIX6CK768
Service description	The products, subscriptions, licenses, and/or services, that Customer orders via an Order Form referencing this Agreement.

Service Level standards, including quantitative and qualitative performance targets	Support packages as set forth in the Agreement and/or each applicable Order Form, and if not therein specified, as set forth at: https://www.zoneandco.com/legal/support-terms-sla
Sub-contracting: authorized or not authorized	Yes
Performance of the ICT Service, including the processing and storage location (by the Service Provider and applicable Sub-Contractors)	Customer Data will be treated as set forth in the Agreement, inclusive of the applicable Data Processing Agreement. Locations of sub-processors are specified at https://help.zoneandco.com/hc/en-us/articles/26302640972955-Zone-Third-Party-Subprocessors-Zone-Affiliates ("Subprocessor Page").
Compensation	The agreed fees and charges as set out in the Agreement.