



Supplementary Agreement
under Article 30 of Regulation (EU) 2022/2554 (DORA)

Version Mar 2025

between

CUSTOMER:
STREET:
CITY POSTAL CODE:
COUNTRY:

- In the following referred to as the "customer" -

and

BEE360 SERVICES
10 John Street
London WC1N 2EB
United Kingdom

- In the following referred to as the "supplier" -



§1 - Interpretation of this supplementary agreement and Contract Hierarchy

- a) The provider provides the customer with ICT services within the meaning of Regulation (EU) 2022/2554 of the European Parliament and of the Council of December 14, 2022 (hereinafter "DORA"), i.e. services that are provided permanently to one or more internal or external users via ICT systems. The ICT services provided by the provider are not ICT services that support critical or important functions.
- b) This supplementary agreement serves to implement the contractually prescribed minimum contract contents in accordance with Art. 30 (2) DORA. Insofar as terms are used in this agreement that are defined in the DORA, the definitions in the DORA shall apply.
- c) In the event of contradictions in content, the provisions contained in this agreement take precedence over the provisions of the offers, the GTC and the other appendices. However, if personal data is processed by the provider for the customer, the contract for order processing in accordance with Art. 28 GDPR takes precedence. Provisions regarding the availability, authenticity, integrity and confidentiality of personal data arise from the contract concluded between the parties and the contract for order processing in accordance with Art. 28 GDPR and its appendices. Types of personal data other than those described therein are not processed by the provider.

§2 - ICT services provided by the supplier

- a) The description of the ICT services to be provided by the supplier and their quality and functions, as well as information on any subcontractors, can be found in the contract concluded between the parties, in particular in the offers and the service level agreement.
- b) The provision of the contractually agreed services or the functions and/or partial services and/or the processing and/or storage of the customer's data that have been subcontracted shall take place at the following locations:

ICT service provider or subcontractor	Contractual service/function/processing	Location
Bee360 GmbH	Provision and operation of the SaaS platform 'Bee360' including data processing, support, and maintenance	Karlsruhe, Germany
NTT Data Deutschland GmbH	Strategic partner – support in hosting and other services	Munich, Germany
ILK Internet GmbH	Data center – operation of Bee360's own hardware for the SaaS platform	Karlsruhe, Germany

§3 – Support in the event of ICT incidents

The provider shall support the customer in dealing with an ICT incident that is connected to the ICT service provided by the provider for the customer by taking appropriate measures, which shall be determined in detail by the parties on a case-by-case basis. The support services provided by the provider shall be subject to a fee in accordance with the agreed rates. This shall not apply if the ICT incident is due to the provider's fault.



§4 - Cooperation with authorities

The provider will fully cooperate with the authorities and resolution authorities responsible for the customer, including the persons designated by them. In particular, the provider will provide requested documents and information from the customer and answer questions from the relevant authorities and resolution authorities. The support services provided by the provider are subject to a fee in accordance with the agreed remuneration rates.

§5 - Rights of termination

In addition to the otherwise agreed rights of termination, the customer is entitled to terminate the contract in the following cases:

- a) The provider significantly violates the laws, other regulations or conditions of the contract applicable to the provision of the agreed ICT services.
- b) The customer discovers circumstances in the course of monitoring the provider's services that appear to him to be likely to disrupt the contractually agreed services ("service disruption") or that involve significant changes and thus affect the provider's ICT services.
- c) There is demonstrable weakness in the provider's general ICT risk management. This applies in particular to demonstrable weaknesses in the way in which providers ensure the availability, authenticity and confidentiality of personal, non-personal or sensitive data.
- d) The competent authority requires the customer to terminate the contract or can no longer effectively supervise the customer as a result of the terms and conditions of the contract relating to ICT services or circumstances associated with the contract.
- e) Termination in accordance with § 5 no. 1 a) to c) is only permissible after a reasonable period of time to remedy the situation. Termination must be in writing.

§6 - Ensuring access to data

If the provider becomes insolvent, is liquidated, ceases business activities or the contract is terminated, the provider will ensure access, recovery and return of the data processed by the provider to the customer in an easily accessible format.

§7 - Participation in customer training

- a) Insofar as the provider's employees have access to the customer's IT systems, networks or data, the provider will send them to awareness-raising measures for ICT security and training on the customer's digital operational resilience (hereinafter jointly referred to as "training") to a reasonable extent, but for a maximum of two (2) hours per year, at the customer's prior request. Unless otherwise agreed, the training shall be provided online by the customer.
- b) The Customer shall announce the training courses at least eight (8) weeks in advance. The Provider may cancel participation in the announced training courses for individual employees due to objective reasons (e.g. vacation, illness, other customer appointments, participation of the employee in a similar training course in the last twelve (12) months) or send a substitute for the employee. The Provider shall inform the Customer in advance of the existence of such reasons. The Customer shall not receive any remuneration from the Provider for conducting the training. The Customer shall pay the Provider remuneration in accordance with the agreed remuneration rates for the participation of the Provider's employees in the Customer's training.

§8 - Liability

The parties agree that this Agreement constitutes a contractual extension of the existing Bee360 SaaS Agreement and the Special Terms of Services and does not introduce any additional obligations beyond those. Any liability shall be governed exclusively by the liability provisions of the aforementioned agreements. No implied warranties or conditions shall apply.



59 - Final Clauses

Should any of the provisions of the agreement that comes into being on the basis of this offer be or become invalid or contain a gap, the legal validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a valid provision shall be deemed to have been agreed that most closely approximates the economic intent of the parties; the same applies in the case of a gap.

There are no other agreements, in particular no verbal ancillary agreements.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, excluding the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising from or in connection with the agreement based on this contract is London, United Kingdom. The provider is also entitled to assert any claims against the customer at the customer's place of business or before any other national or international court.

London,

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Philipp Hansert, CRO

SUPPLIER

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Alexander Schuster, CTO

SUPPLIER

CITY, DATE:

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NAME, POSITION:

CUSTOMER

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NAME, POSITION:

CUSTOMER