Last Updated: October 8th, 2026

DORA & EBA Addendum

This DORA & EBA Addendum ("**DEBA Addendum**") is in addition to and incorporated into the Agreement by reference. Capitalized terms have the meaning given to them in **Section 4** (Definitions) or, where not defined in this DEBA Addendum, in the Airia Service Terms at https://trust.airia.com/resources or the DPA (as applicable). To the extent this DEBA Addendum conflicts with any other part of the Agreement, this DEBA Addendum shall control, except that the Self-Hosted Addendum shall control in respect of self-hosted Software Services. Otherwise, this DEBA Addendum is a supplement to the Agreement and all non-conflicting language in the Agreement is unaffected and applies to this DEBA Addendum.

1. Applicability of this DEBA Addendum.

1.1. Scope. This DEBA Addendum applies only if (a) Customer is a financial entity within the meaning of Article 2(2) of DORA; and (b) the Airia Services qualify as "**ICT services**" under Article 3(21) of DORA.

1.2. Non-Critical Services Only. The Parties acknowledge and agree that the Airia Services do not support a "**Critical or Important Function**" ("**CIF**") under Article 3(22) of DORA. Accordingly, this DEBA Addendum does not address the additional requirements that apply to CIF arrangements under Articles 28(8) and 30(3) of DORA or paragraphs 75 to 80 of the EBA Guidelines.

1.3. Purpose and Regulatory Coverage. Where Customer is subject to the EBA Guidelines, this DEBA Addendum is intended to address the contractual requirements in Section 13 of the EBA Guidelines that apply to the outsourcing of functions that are not critical or important. The Parties' respective rights and obligations are set out in this DEBA Addendum and the Agreement.

2. Core Contractual Terms.

2.1. Description of Services. The Airia Services are described in the Order Form, the Documentation, and the Terms.

2.2. Where the Airia Services Are Provided. The countries and regions where Content and Personal Information are stored and processed are listed in the Sub-Processor Table. Airia will notify Customer in advance of any intended change to those locations, including by updating the Sub-Processor Table in accordance with Section 10 of the DPA.

2.3. Data Protection and Security. Airia's obligations on the availability, authenticity, integrity, and confidentiality of Content and Personal Information are set out in the DPA, including the technical and organizational measures in Annex II. Airia maintains certifications and attestations for the Software Services (which may include SOC 2 Type 2 and/or ISO/IEC 27001). Current details are available at https://trust.airia.com ("**Trust Center**").

2.4. Access to and Return of Content. In the situations described in Article 30(2)(d) of DORA, Customer's rights to retrieve Content are as set out in Section 2.4 of the Terms. Content will be made available in a machine-readable format as described in the Documentation. For self-hosted Software Services, Content remains within Customer's Environment and Section 5 of the Self-Hosted Addendum applies instead.

2.5. Service Levels & Support Services. The service levels and Support Services that apply to the Software Services are set out in the Support Overview and, where applicable to the Software Services, Airia's service level agreement, each forming part of the Agreement.

2.6. ICT-Related Incidents. In addition to Airia's Security Incident notification duties under Section 7 of the DPA, if an ICT-Related Incident affects the Software Services provided to Customer and is reasonably likely to have a material adverse impact on the Software Services, Airia will, without undue delay: (a) notify Customer of the incident; (b) share the information Airia then has that Customer reasonably needs to protect functions at risk; and (c) provide reasonably requested information about how Airia handled the incident. Airia will provide reasonable assistance to help Customer meet its own incident reporting obligations under DORA. Assistance is free where the incident originated in Airia's systems; otherwise, it is provided at the

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Professional Services rates set out in the applicable Order Form or, if none are set out, at Airia's Professional Services rates in effect on the date of that Order Form.

2.7. Cooperation with the Regulator. To the extent required by Relevant Laws, Airia will cooperate fully with the Regulator (and any person appointed by the Regulator) in connection with the Software Services provided to Customer, including: (a) responding to information requests, but only where Customer does not already have access to the relevant information (for example, through the DPA, the Trust Center, or audit reports); and (b) facilitating statutory inspections or audits, which shall be conducted in accordance with the audit framework in Section 8 of the DPA. Any cooperation is subject to reasonable confidentiality and security protocols. Airia is not required to disclose source code, security keys, information of other customers, or other trade secrets, except where the Regulator strictly requires this under its statutory powers. Airia's reasonable costs of cooperation are borne by Customer, unless prohibited by Relevant Laws.

2.8. Audit Rights. Customer's audit and information rights are set out in Section 8 of the DPA. The Parties agree that those rights, together with the certifications and reports referenced in **Section 2.3** of this DEBA Addendum, satisfy Customer's audit rights under Relevant Laws for the Software Services covered by this DEBA Addendum.

2.9. Sub-Outsourcing. Customer's rights in relation to Airia's sub-processors and ICT subcontractors are set out in Section 10 of the DPA. Airia will impose obligations on each subcontractor that are substantially equivalent to Airia's relevant obligations under this DEBA Addendum and the DPA. Airia remains responsible for its subcontractors' acts and omissions, subject to the terms of the Agreement.

2.10. Termination Rights. In addition to the termination rights in Section 2.3 of the Terms, Customer may terminate the affected Order Form, in whole or in part with respect to the Software Services covered by this DEBA Addendum, where: (a) any of the circumstances in Article 28(7) of DORA arises; or (b) the Regulator issues a formal written request requiring termination; in each case provided that: (i) termination is limited to the Software Services covered by this DEBA Addendum, and (ii) Customer gives Airia written notice describing the issue and Airia fails to cure (where capable of cure) within 30 days of that notice. Where Customer terminates under this **Section 2.10**, and the circumstances giving rise to termination are not caused by an act, omission, or non-compliance of Airia, Customer shall pay all Airia Fees due for the remainder of the then-current Subscription Term of the affected Software Services within 30 days of the effective date of termination. Where such circumstances are caused in part by an act, omission, or non-compliance of Airia, the Airia Fees payable under this **Section 2.10** shall be equitably reduced to reflect Airia's contribution to those circumstances. For the purposes of Article 30(2)(h) of DORA, the termination rights and related minimum notice periods that apply to the Software Services are those set out in Sections 2.2 and 2.3 of the Terms and this **Section 2.10**.

2.11. Register of Information. On Customer's reasonable written request, Airia will provide the information Customer reasonably needs to populate its register of information under Article 28(3) of DORA. This will typically include Airia's legal name and identifiers, a description of the Software Services, processing locations, and confirmation of non-CIF status. Airia is not required to deliver this information in any particular format and may provide it through standard documentation, the Sub-Processor Table, or a standard customer information pack.

2.12. Security Awareness Training. Airia personnel complete security awareness training, with annual refreshers covering relevant policies, standards, and incident-reporting procedures. Completion records are retained for tracking purposes. Where Customer reasonably requests, Airia will participate in Customer's ICT security awareness programmes and digital operational resilience training referred to in Article 13(6) of DORA, to the extent relevant to the Software Services, on dates, in a format (which may be remote) and at a cost agreed by the Parties in writing in advance.

3. **Additional EBA Requirements.**

3.1. Where Customer is subject to the EBA Guidelines, the following additional terms apply:

(a) Access on Insolvency, Resolution, or Discontinuation. If Airia becomes insolvent, enters resolution, or discontinues the Software Services, Customer's rights to access and retrieve Content are as set out in Section 2.4 of the Terms. Airia will take commercially reasonable steps, to the extent within its control, to ensure Content remains accessible during the Retrieval Period despite the event.

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(b) Information on Request. On Customer's reasonable written request, and subject to the confidentiality provisions of the Agreement, Airia will provide information about the Software Services that Customer reasonably needs to meet its supervisory and reporting obligations under Relevant Laws. This may include information about Airia's internal control framework, certifications, and material changes to the Software Services.

(c) Service Continuity on Provider Failure. Service continuity in the event of Airia's failure is addressed through:

(i) Customer's right to retrieve Content under Section 2.4 of the Terms;

(ii) Customer's right to terminate and migrate to another provider under Section 2.3 of the Terms and **Section 2.10** of this DEBA Addendum; and

(iii) the EU Data Act Addendum at https://trust.airia.com/resources (where Customer is incorporated in a member state of the European Union or European Economic Area, other than for self-hosted Software Services).

4. Definitions.

"**DORA**" Regulation (EU) 2022/2554, together with its delegated and implementing acts (including Commission Implementing Regulation (EU) 2024/2956 on the register of information), as in force from time to time.

"**EBA Guidelines**" EBA Guidelines on outsourcing arrangements (EBA/GL/2019/02).

"**ICT-Related Incident**" the meaning given in Article 3(8) of DORA.

"**Regulator**" a competent authority in the European Union (including resolution authorities) with binding power to supervise Customer under DORA.

"**Relevant Laws**" the laws and regulations administered by the Regulator that apply to Customer's use of the Airia Services. This includes DORA, and where applicable to Customer, the EBA Guidelines and equivalent mandatory guidance issued by EIOPA or ESMA.

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