

Terms of Use for CDX

The acceptance of these Terms of Use for CDX is a precondition to register/log-in in the CDX and to use the CDX system.

Introduction

The **C**ompliance **D**ata **eX**change (CDX) is a service offered by EntServ Deutschland GmbH, a company of DXC Technology (DXC). It allows the participants to create, analyze and exchange Material Data Sheets (MDSs) along their supply chains for the purpose of reporting on material and substance information and Conflict Minerals Declarations (CMDs) for the purpose of Conflict Minerals Reporting due to environmental legislations as well as to corporate social responsibility and sustainability information reasons.

(1) Subject of the Terms of Use for CDX

The Terms of Use for CDX (subsequently called “ToU”) rule the conditions between any legal entity accessing CDX (hereinafter generally referred to as “CLIENT”), their employees (hereinafter generally referred to as “USER”) – and DXC for using the CDX. A USER shall be a single individual person. The USER may use CDX in two ways:

- The data providing USER (subsequently called “Data-Providing USER”) is a USER transferring data into CDX or forwarding received data within CDX.
- The data receiving USER (subsequently called “Data-Receiving USER”) is a USER who receives data out of CDX.

These ToU apply to both kinds of USERS and rule the access to CDX and the way the Data-Providing and the Data-Receiving USER interact with each other. For the avoidance of doubt, these ToU do not create contractual rights or obligations between Data-Providing and Data-Receiving according legal entities.

Furthermore, these ToU do not establish any binding obligations of DXC to deliver the CDX service respectively grant USER access to the CDX system. These obligations will arise only in the case and as far as a Service Agreement been signed between CLIENT and DXC.

(2) Scope of Usage of CDX

DXC grants the USER a non-transferable, non-exclusive and non-perpetual right to use CDX and any related software, database access and interfaces according to the conditions as described in these ToU and as the case may be amended by the Service Agreement.

“Usage of CDX” with regards to these ToU means any kind of interaction with the CDX and includes, besides connecting to the CDX and using its functionalities (i.e. data entry, data transmission, data maintenance, browsing Material Data Sheet (hereinafter referred to as “MDS”), every usage of the CDX web sites (e.g. browsing material lists), any functionally required installation of related software and the provision of any kind of CDX documentation or support by DXC independent of the communication medium (online, paper, voice, electronic, etc.).

A de-compilation of the program code is prohibited. The USER is not entitled to assign the rights and obligations granted by DXC, whether in total or in parts, to third parties or to allow usage rights to third parties and/or to grant any sub-license or right to use to any third party.

(3) USER Account

CLIENT respectively the USER will acknowledge the following process of USER registration and will instruct their employees accordingly:

Upon application and registration as set out below, DXC will provide each CLIENT with one or more USER accounts. These accounts are password protected and can only be accessed by the USER.

To register a CLIENT and to open a first USER account in CDX, an authorized USER of the CLIENT must complete the CDX registration process by providing CDX with current, complete and accurate information as prompted by the system. The according USER of the CLIENT then will receive a User-ID and password for its USER account and a Company-ID for the CLIENT via separate e-Mails. The first USER registered for CLIENT becomes automatically the Company Administrator of the CLIENT, see chapter (4).

The USER is exclusively responsible for maintaining the confidentiality of her/his User-ID and password. Furthermore, the USER is entirely responsible for any and all activities that occur under the USER’s account, except activities of any third party outside the USER’s respectively CLIENT’s sphere and not attributable to her/him. The USER agrees to notify DXC immediately of any unauthorized use of USER’s account or any other breach of security. Unless provided for otherwise below, DXC will not be liable for any loss that the CLIENT may incur as a result of someone else using USER’s password, either with or without USER’s knowledge.

DXC will, within the limitations as set out below, be liable if the unauthorized use is due to DXC’s intentional or negligent conduct.

In the event of negligence or wilful misconduct of the USER, the CLIENT may be held liable for losses incurred by DXC due to someone else using her/his account or password (PW). For the avoidance of doubt, the CLIENT will not be liable for any loss of data caused by any third party outside the CLIENT’s sphere and not attributable to her/him. The CLIENT ensures that within her/his organisation the USER shall not give her/his User-ID or/and PW to any other person.

(4) Company Administrator / END-USERS of CDX

CLIENT shall appoint at least one responsible Administrator (hereinafter referred to as “Company Administrator”). The Company Administrator shall identify herself/himself during the registration process as the responsible Administrator for the CLIENT and will receive the USER’s ID and password referred to under (3) above.

The Company Administrator shall be responsible for the administration (registration and cancellation) of employees selected by the CLIENT to access the USER's account on behalf of the CLIENT (hereinafter referred to as "END-USER"). The Company Administrator has the possibility to grant different rights of usage to each of the END-USERS. The Company Administrator may appoint himself/herself as an END-USER as well. Each END-USER will receive his/her own End-User-ID and password by the Company Administrator.

The Company Administrator shall be the single point of contact for DXC concerning each and all problems, questions or other items in connection with the access and usage of CDX by the USER and her/his END-USERS.

CLIENT shall ensure that the Company Administrator is highly qualified in the use of the CDX, is aware of these ToU and is responsible to ensure that the END-USERS are familiar with and behave according to these ToU. CLIENT may appoint a replacement Company Administrator at any time. CLIENT shall ensure that a change of the Company Administrator shall be properly recorded promptly in CDX.

(5) Data Input and Data Maintenance

The Data-Providing USER enters data into CDX that may be used by the Data-Receiving USER to create MDSs.

Any data provided into CDX is based on each Data-Providing USER's best reasonable knowledge, including the Data-Providing USER's research and experiences. The data corresponds to each Data-Providing USER's present level of knowledge.

DXC is responsible for the system functionality, but has no responsibility for the data content entered by a USER. For those data DXC uploaded or may upload into CDX and made or makes available to the USERS on behalf of any third party (such as e.g. Data Research Companies or the CDX Material Council) the responsibility of DXC is limited to technical data integrity. In any case, DXC shall provide traceability of data origin through the identification of the Data-Providing USER and the data input/modification date.

DXC will take adequate measures to ensure that the data provided into CDX can only be completed, changed, deleted or in any other way be modified by the respective Data-Providing USER.

(6) Scope of Usage of Data

DXC represents to CLIENT that access to data provided into CDX is restricted to USERS, which have successfully been registered by DXC. DXC further represents that the use of and access to CDX by the USERS shall only be possible if the USER has agreed to these ToU and has not been suspended in accordance with Article 13. Log-in with acceptance of the ToU is a precondition for data access via CDX web services as well.

(a) USER-Related Data

According to Data Privacy Law, the USER gives his consent to the following:

Data provided within the registration process (hereinafter referred to as "USER-Related Data" e.g. company name, address) may be made available to all USERS by DXC for the sole purpose of addressing and releasing data (e.g. by means of recipient selection lists, etc.) and other required administrative purposes. USER-Related Data may only be used by the other USERS for the purpose as mentioned herein.

(b) USER-Provided Data

The following applies to data entered into CDX by a Data-Providing USER:

The CLIENT remains owner of all data entered by his/her Data-Providing USER. The Data-Receiving USER may use the data provided into CDX for creating material and substance documentations. This includes statistical evaluations of material composition of components and complete assemblies and products, future evaluations on recyclability, or any other activities covered by substance regulations. Regarding the before mentioned activities the CLIENT grants to Data-Receiving USER the respective right to use the entered data.

DXC takes the appropriate technical measures to ensure that data sent by the Data-Providing USER is only accessible, visible or otherwise available to a designated Data-Receiving USER.

The Data-Providing USER has the possibility to mark the data submitted into CDX as “confidential” or as “data for internal use”. These data will only be accessible, visible and available to Data-Receiving END-USERS who are specifically designated by the respective Data-Providing USER to receive the data and will not be included in any download for any Data-Receiving USER. Before “confidential data” or “data for internal use” are made available to Data-Receiving END-USERS the Data-Providing USER and the Data-Receiving USER may agree mutually upon the usage of these data.

Neither the Data-Receiving CLIENT, nor DXC shall in any way be permitted to sell, (sub-)license, transfer or otherwise commercially exploit the data provided into CDX beyond the purpose described within these ToU. The Data-Receiving CLIENT is obliged, not to disclose any kind of data and information received or downloaded from CDX to any other CLIENT or third party or to give any other USER or third party access to such information. This explicitly includes general data, such as material lists or basic material information or similar data in CDX. The Data-Receiving CLIENT however, remains entitled to forward the received data to another USER if and to the extent such USER has a need to know such data with regard to the corresponding goods and services supplied by the first Data-Receiving USER to the latter.

(c) DXC Access to Accounts and Usage of Data

DXC will treat any data in CDX as strictly confidential and will not access the USER accounts or data. Exception to this is issuing invoices and according system statistics calculation such as e.g. number of MDSs in CDX, number of USERS online, etc. Furthermore DXC’s internal access to data is subject to prior written consent (e.g. via e-Mail) of the Data-Providing CLIENT and is restricted to specially selected persons that may need access under supervision of security personnel for system maintenance purposes.

Without prejudice of the aforementioned rules of confidentiality, DXC is entitled to review any data provided into CDX in order to check whether these data have been provided in compliance with these ToU; DXC may only review such data if there are indications that a USER does not comply with the ToU.

(7) No Unlawful or Prohibited Use

As a condition of use of the CDX, the CLIENT and the respective USER of the CLIENT will not use the CDX in any manner that could damage or disable the CDX or interfere with any other USER’s use of CDX.

(a) Gaining Access

The USER may not attempt to gain unauthorized access to any CDX data, other USER accounts, computer systems or networks connected to CDX, through hacking, password mining

or any other means. The USER may not obtain or attempt to obtain by any means any materials or information not intentionally made available to her/him by the Data-Providing USER.

(b) Gathering Data

Within the scope of the ToU, the CLIENT respectively the USER is permitted to access the CDX data exclusively by using the CDX online screens in a web browser or by using related IT solutions provided by DXC. The USER is allowed to make this data temporarily visible by using such screens and to make this data permanently visible by way of printout. An automatic retrieval of this data using scripts, browser plug-in, robots, crawlers or similar tools and a further automatic processing of this data is not permitted.

Only a USER using valid DXC CDX Interface tools shall be entitled to use its own or other data processing systems in order to retrieve the CDX data and to prepare such data for the relevant recipients.

The CLIENT respectively the USER shall not disclose the Service Material, neither in its original version nor as a duplicate or part duplicate, to third parties. This shall also apply in case of a complete or part sale or liquidation of the CLIENT enterprise. Employees of the CLIENT and other persons who are using the Service Material according to these ToU on behalf of the CLIENT are not regarded as third party.

The CLIENT respectively the USER undertakes to leave all intellectual property protection marks, such as copyrights and other reserved rights, contained in the Service Material unaltered and to reproduce them in all produced printed or electronic duplicates of the Service Material.

(c) Publication and Transfer of Data

CLIENT shall not be entitled to make the CDX data available to the public or to transfer the CDX data to any third party for such third party's commercial interest.

CLIENT shall to best effort attempt to persuade his CLIENTS and sub-suppliers to receive and provide data by CDX for reasons of quality and efficiency.

(d) Training/Workshops

The CDX shall be used for the creation and exchange of data between supply chain partners only. Therefore, the usage of the CDX productive server system is explicitly prohibited for commercial trainings and commercial workshops. Exceptions from this rule have to be agreed upon with DXC beforehand.

(8) Cost of Using CDX

CDX registration is free for named USERS, as well as the usage of its basic functions. The basic functions of CDX and its services are defined under <https://public.cdssystem.com/web/cdx/ordering> on the CDX Pages.

DXC reserves the right to offer additional services and functions related to CDX, which are not part of the basic use of CDX. These services and functions may require a specific charge and need to be defined in a separate Service Agreement between the USER of such services and DXC.

The appropriate application of CDX may require additional investment by the CLIENT (such as e.g. internet connection, USER hardware ...). Any such additional or associated costs shall be the responsibility of the CLIENT.

(9) System and Service Availability

(a) CLIENT's System Requirements

The CDX will work with a regular PC and internet browser. Currently supported versions and settings are defined on the CDX Public Pages under <https://public.cdssystem.com/web/cdx/systinfo>. The supported versions will be changed according to technical progress (new browser versions).

(b) CDX System Functionality

DXC provides the CDX as a web application in the current CDX release as well as "CDX Public Pages". DXC is free to choose the underlying technical solution for the CDX.

The data language in CDX is English, which allows the global exchange of data information.

An up-to-date and comprehensive description of the CDX application software and its functions including the implemented security concept is available on the CDX Application homepage under <https://public.cdssystem.com/web/cdx/help>. Furthermore, a CLIENT may apply the CDX web services allowing data exchange with CDX. The description of this interface is available in the CDX Public Pages under <https://public.cdssystem.com/web/cdx/systinfo>.

(c) Except in the event of wilful misconduct, DXC has no liability under these ToU that any CDX service will be uninterrupted, timely or error-free. In the event of gross negligence, the liability of DXC will be restricted to such damages, which may typically occur in comparative circumstances. Nevertheless, DXC will take adequate technical measures to provide resources and to limit the consequences of major failures.

The according Service Agreement agreed between CLIENT and DXC can define different service levels for other services than the services rendered hereby.

(10) Hours of Operation

The CDX system is scheduled to be available Monday to Friday 24 hours per day (CET) subject to the following limitations. The DXC service desks are scheduled to be available as defined under the internet address <https://public.cdssystem.com/web/cdx/help>. However, DXC reserves the right to temporarily shut down the system for maintenance reasons. Any maintenance action within hours of operation, except for such maintenance actions that do not influence the use of the CDX or are due to emergency maintenance activities, shall be announced on the CDX pages reasonably in advance.

(11) System Security

CDX was developed under the consideration of the highest appropriate technical information security principles available on the market. For the purpose of improving security, DXC is obliged and reserves all rights to further update the system's security in line with appropriate standards of information technology.

For the hardware, operating system, software similar to operating systems and database software, DXC will, if required, install patches, updates and release upgrades in order to ensure the security, availability and stability of the CDX.

(12) Modification of CDX ToU

In case system related security issues or other severe reasons, such as limited accessibility or limited performance, should arise, DXC may, in order to prevent abusive use of and/or to protect the proper functionality and availability of CDX, modify the ToU for this purpose. In the event of such a modification of the ToU DXC will either notify the CLIENT by mail or e-Mail at least thirty (30) calendar days before the modified ToU will be effective. If such modified ToU are not accepted by the CLIENT via online acceptance, both parties shall have the right to terminate with thirty (30) days' notice according to Article 13, second paragraph.

In the extraordinary case of an imminent risk to the functionality and availability of the system, requiring immediate action DXC will be released from its obligation of a prior notification of CLIENTS.

(13) Termination / Access Restriction

The CLIENT's access to CDX and its right to use CDX may be terminated by DXC only in case of a material breach of these ToU by CLIENT if CLIENT has not been able to remedy the breach within thirty (30) calendar days after receipt of a respective written notice. In case of a material breach of these ToU by the CLIENT the access of the respective CLIENT or END-USER to CDX may be suspended with immediate effect until the CLIENT / END-USER has remedied such breach within this thirty (30) days period.

The CLIENT may terminate the use of CDX at any time without giving any reason by written notice to DXC. CLIENT's right to terminate for material breach remains unaffected. In the case CLIENT terminates these Terms of Use according Service Agreement will be terminated at the same time. In case that any service fees have been paid they will be not refunded. The CLIENT agrees that DXC may establish reasonable limits concerning the use of any CDX storage space in the account.

DXC shall be entitled to deactivate accounts that have not been accessed by the USER for more than 12 months, by giving at least thirty (30) calendar days prior written notice, and provided that the USER has not objected to the deactivation within twenty (20) calendar days from the receipt of such notice. On deactivation of a USER account, DXC will destroy any USER-Related Data regarding this account after previous notification of the USER thereof (at least one week before destruction). Excluded from destruction are those data, which were already sent to Data-Receiving USERS and already referenced by those in their own MDSs. The USER may ask DXC to provide a copy of the data in his account before destroying. Any costs associated to providing such copy is to be carried by CLIENT.

Upon termination CLIENT shall immediately stop the use of CDX. Notwithstanding the aforementioned, DXC is entitled to keep one copy of all data and information of the USER after termination for the sole purpose of tendering evidence, which is to be stored in the legal department of DXC. Such data and information shall be kept confidential by DXC in accordance with Article 6(b).

For the avoidance of doubt, in case USER requests to use its deactivated accounts at a later stage, it will notify DXC, and DXC will activate such accounts within three (3) working days.

Upon termination CLIENT acknowledges that existing data which are referenced will be kept on the system and will not be deleted by DXC. For the avoidance of doubt, DXC shall not allow new references to these data.

CLIENT grants the Data-Receiving USER of the before mentioned references the respective right to use the data.

(14) Copyright Regarding CDX Software

CLIENT may neither modify, alter, adapt nor merge the CDX software nor did copy parts or the whole of it except as functionally required to using CDX, nor using the name CDX in conjunction with any other service or system without prior written approval of DXC.

Irrespective of the usage rights granted in the ToU, DXC retains all rights in the Service Material, including all duplicates or parts of duplicates. The CLIENT's property in machine-readable recorders, data processors and computers shall not be affected by this.

(15) Force Majeure

No party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, labour disturbances which present an unreasonable safety risk or prohibit access, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; or any other cause beyond its reasonable control, provided such party (hereinafter referred to as the "Affected Party") is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the affected party through the use of alternate sources, work around plans or other means.

In such event, the affected party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and the affected party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. In such case the affected party shall without undue delay notify the other party/-ies (i.e. DXC and/or CLIENT[S]) and describe at a reasonable level of detail the circumstances causing such delay.

(16) Limitation of Liability

Neither party will be liable for any damages based on CDX data or for any damage, i.e. in relation to sending, storing and receiving data in CDX, unless the damage is caused by gross negligence, wilful misconduct or unless expressly required by mandatory law.

DXC does not warrant, guarantee, or make any representation regarding the use of, or the results of the use of the CDX of its correctness, accuracy, non-infringement, reliability or otherwise, unless expressly required by law. CLIENT relies on the CDX and any related findings solely at its own risk.

(17) Indemnification

(a) Indemnification Data-Providing USER / Data-Receiving USER

CLIENT acknowledges and agrees that the input of data entered by the Data-Providing USER and the accuracy and adequacy thereof, is under the exclusive control of the Data-Providing USER. The Data-Providing USER respectively the according CLIENT ensures that he/she has the right to enter the data in the CDX.

Subject to the limitations of liability as set forth in Article 16 above, the contracting party, which does not have the respective right to use and enter the data in the CDX, shall indemnify and hold the party, which is affected by a third party claim, harmless from any and all third party damage claims arising out of or relating to the fact that party does not, or does not place these data completely, or does place these data in any other way incorrectly under violation of these

ToU into CDX. Further, data providing party is obligated to compensate the affected party for appropriate legal defense costs.

The data providing CLIENT will indemnify DXC and any data receiving CLIENTS and hold them harmless from any claims by third parties arising from or related to the use of such provided data unless the data providing CLIENT can provide evidence that DXC is at fault.

(b) Indemnification DXC's services

DXC will defend or settle any claim against CLIENT, that DXC products respectively services delivered under these ToU and the according Service Agreement infringe a right under intellectual property rights or copyrights in the country where products respectively services are used, sold or receive support, provided CLIENT

- (i) Promptly notifies DXC in writing; and
- (ii) Cooperates with DXC in, and grants DXC sole control of the defense or settlement.

Furthermore, DXC has no obligation for any claim of infringement arising from:

- DXC's compliance with CLIENT's designs, specifications or instructions;
- DXC's use of technical information or technology provided by CLIENT;
- Product modifications by CLIENT or a third party;
- Product use prohibited by specifications or related application notes; or
- Product use with products that are not DXC branded.

DXC will pay defense costs of the infringement claim, settlement amounts and court-awarded damages.

If such a claim appears likely, DXC may modify the Product, procure any necessary license, or replace it. If DXC determines that none of these alternatives is reasonable, DXC will re-fund CLIENT's purchase price.

The foregoing provision states, the entire liability of DXC in case of claims related to the infringement of intellectual property rights or copyrights.

(18) Disclaimer for Electronic Data Transfer

Due to the use of electronic data transfer, neither DXC nor the Data-Providing USER of CLIENT do warrant or represent that the data received by the Data-Receiving USER is accurate, complete, correctly sequenced, without typographical errors, reliable or timely, or that the data will be free of errors, destructive elements and/or viruses.

(19) Links to Third Party Sites

The CDX sites may contain links to third party web sites ("Linked Sites"). The Linked Sites are not under the control of DXC and DXC is not responsible or liable for the content of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site.

DXC is not responsible or liable for web-casting or any other form of transmission received from any Linked Site nor is DXC responsible or liable if the Linked Site is not working appropriately. DXC is providing these links to the USER only as a convenience, and the inclusion of any link does not imply endorsement by DXC of the site or any association with its operators. The USER is responsible for viewing and abiding by the privacy statements and ToU posted at the Linked Sites.

(20) Governing Law and Jurisdiction

The validity, interpretation and implementation of these ToU and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by German law. The exclusive place of jurisdiction for all disputes arising from and regarding this Agreement is Frankfurt am Main, Germany.

(21) Export/Import Regulations

In addition to clause (20) "Governing Law and Jurisdiction" the USER resp. the CLIENT acknowledges that this Agreement is expressly made subject to any United States government and other applicable laws, regulations, orders or other restrictions regarding export from the United States or another country, and import into any country, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data or other items. Notwithstanding anything to the contrary in this Agreement, neither Party will directly or indirectly export (or re-export) any computer hardware, software, technical data or any other item, or any derivative of the same, or permit the shipment of the same:

- (a) into (or to a national or resident of) Cuba, North Korea, Iran, North Sudan, Syria, the Crimea region of Ukraine, or any other country to which the United States has embargoed goods;
- (b) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the U.S. Commerce Department's Denied Parties List; or
- (c) to any person, country or destination for which the United States government or a United States governmental agency requires an export license or other authorization for export, without first having obtained any such license or other authorization required.

The USER resp. the CLIENT shall provide to DXC not less than ten (10) days prior written notice in the event that any of the USER resp. CLIENT Data, USER resp. CLIENT Software or USER resp. CLIENT Vendor Software that will be used or accessed by DXC in providing the services is controlled for export under the International Traffic in Arms Regulations ("ITAR") or other applicable laws. Unless otherwise expressly agreed, the USER resp. CLIENT shall be the importer of record of any items for which import is required for delivery of any portion of the services outside the United States. Each Party will reasonably cooperate with the other and will provide to the other promptly upon request any end-user certificates, affidavits regarding re-export or other certificates or documents as are reasonably requested to obtain authorizations, consents, licenses and/or permits required for any payment or any export or import of products or services under this Agreement. The provisions of this Clause 21 will survive the expiration or termination of this Agreement for any reason. Clause (20) remains unaffected.

(22) Final Provisions

If any regulation of these provisions proves to be invalid or not feasible, the effectiveness of the other regulations shall remain unaffected thereby. The foregoing regulation shall apply mutatis mutandis in case the Agreement should contain loopholes.