

CDX Terms of Use

Introduction

CDX is a service offered by DXC Technology Company. The Service Provider for CDX (legal entity) is EntServ Deutschland GmbH, Boeblingen, HRB 757510 (Stuttgart), a subsidiary of DXC Technology Company.

The CDX Terms of Use stipulate the terms and conditions for the use of CDX by CLIENTs and USERs. Only USERs that have successfully registered in CDX are entitled to access CDX. The CDX access is free of charge after registration for using the CDX basic functions as defined on the CDX Website www.cdssystem.com in chapter "Get Started".

The use beyond such basic functions of CDX requires a payable license under a separate CDX License Agreement between DXC and the CLIENT.

Definitions

All capitalized terms shall have the meaning attributed to them below:

"DXC" means EntServ Deutschland GmbH, Schickardstr. 32, 71034 Boeblingen, a company by DXC Technology (headquartered in 20408 Bashan Drive, Suite 231, Ashburn, VA 20147, USA).

"CDX" means the **Compliance Data eXchange Platform** provided and maintained by DXC via the **CDX Login Site** www.cdssystem.com/cdx.

CDX enables CLIENTs and USERs to create, analyze and exchange **Material Data Sheets (MDS)** along their supply chain and **Responsible Minerals Declarations (RMD)** and other information to comply with applicable legislation, as well as corporate social responsibility and sustainability requirements in the manufacturing industry. Any reference to CDX includes any related software, database access and interfaces and other components of or used to provide CDX.

DXC has published several manuals and tutorials on CDX functions, collectively referred to as **"Supportive Material"**, and available from the **CDX Website** <https://public.cdssystem.com>.

"CDX License Agreement" means the DXC's and the CLIENT's agreement about the CLIENT's use of CDX beyond the basic functions of CDX.

"CDX Terms of Use" mean these terms and conditions governing the use of CDX.

"CLIENT" means the company that makes use of CDX via its "USERs"

"Company Administrator" means a USER who can carry out admin functions on CDX on behalf of the CLIENT. By default, the first USER appointed by the CLIENT to register an account will become the Company Administrator but can transfer to or share this role with other USERs later.

"Material Data Sheets" or **"MDSs"** means sheets containing information about components and materials that are relevant to sustainability and regulatory compliance requirements.

"Responsible Minerals Declarations" or **"RMDs"** means sheets containing information about conflict free sourcing of materials with reference to the **Responsible Minerals Initiative** and various legal requirements.

"USERs" or **"CDX User"** means any individual person accessing CDX including employees of DXC, CLIENTs, their suppliers, as well as other individuals using CDX.

"Intellectual Property Rights" means any of DXC's patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property or proprietary rights in and to CDX.

1. Scope of Usage of CDX

DXC grants the CLIENT a non-transferable, non-exclusive, non-sublicensable right to use CDX according to the conditions described in these Terms of Use and, if agreed, a dedicated CDX License Agreement.

This right of use includes the right to access CDX and interact with CDX, in particular for the purposes of (i) using its functions (i.e. submitting, maintaining and transmitting data and browsing MDSs) or (ii) using other functions of CDX. Any use beyond this permitted use, in particular the commercial exploitation of data on CDX, is prohibited and requires the express prior written consent of DXC (or the relevant data owner's permission as applicable).

2. USER Account

CLIENT respectively the USER shall adhere to the following obligations: To register a CLIENT and to open a first USER account in CDX, the Company Administrator must fully complete the CDX registration process as set out on CDX.

Any USER is responsible for maintaining the confidentiality of her/his User-ID and password and for 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 shall notify DXC immediately after gaining knowledge of any unauthorized use of USER's account or any other breach of security. DXC's liability for any loss that the CLIENT may incur as a result of someone else using USER's password is limited in accordance with the clause 13 (Limitation of Liability).

3. Company Administrator

The Company Administrator shall identify herself/himself during the registration process as the responsible admin USER for the CLIENT. The Company Administrator can share his user profile with or transfer to another USER after registration.

The Company Administrator is responsible to grant and remove different rights of usage to each of the USER as permissible in CDX or as otherwise agreed between the Parties. The Company Administrator shall serve as the single point of contact for DXC in connection with the access and use of CDX by any USER.

4. Data Input and Data Quality

Any USER warrants that the data entered into CDX is accurate, truthful, and created in accordance with applicable industry standards. DXC is not obligated to monitor the quality and correctness of data inputs of USERS. Where DXC uploads data into CDX and/or makes available it to the USERS on behalf of any third party (e.g. data research companies or CDX Material Council) DXC shall ensure (and DXC's obligation is limited to ensure) the technical data integrity of such data.

DXC does not warrant, guarantee, or make any representation regarding the use of, or the results of the use of CDX data, of its correctness, accuracy, non-infringement, reliability or otherwise, unless expressly required by law.

5. Usage of Data

The CLIENT remains owner of all data entered by its USER(s) regardless of whether and to which other client the data is passed on. Data highlighted as "confidential" or as "data for internal use" is only accessible, visible and available to authorized USERS who are designated to receive the data.

In relation to DXC's processing of personal data, reference is made to the **CDX Privacy Statement** that is available from the CDX Login Site.

6. Obligations of CLIENTs and USERS

The CLIENT and the respective USER shall not

- a) use CDX in any manner that could damage or disable CDX or interfere with any other USER's use of CDX.
- b) 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
- c) obtain or attempt to obtain by any means any materials or information not intentionally made available to a USER by another USER;
- d) access CDX data by using any other means than the CDX online screens in a web browser or other IT solutions provided by DXC.
- e) automatically retrieve and further process data using scripts, browser plug-in, robots, crawlers or similar tools.
- f) disclose the Supportive Material, neither in its original version nor as a duplicate or part duplicate, to third parties (excluding to employees of the CLIENT and other persons who are using the Supportive Material according to these CDX Terms of Use on behalf of the CLIENT are not regarded as third party); this shall also apply in case of a complete or part sale or liquidation of the CLIENT enterprise.
- g) alter any intellectual property protection marks, such as copyrights and other reserved rights contained in CDX and related documents.
- h) make data from CDX available to the public or to transfer CDX data to any third party for such third party's commercial interest.
- i) use CDX on productive server system for commercial trainings and commercial workshops (CDX shall be used for the creation and exchange of data between supply chain partners only; exceptions from this rule must be agreed upon with DXC beforehand).

7. System and Service Availability

An up-to-date and comprehensive description of the CDX application and its functions is provided in the CDX User Manual that is available in various languages as part of the Supportive Material on the CDX Website.

Furthermore, a CLIENT may register for CDX web services allowing data exchange with CDX. The user manual for this interface is available on this CDX Website as well.

CDX will be performed using Good Industry Practice, which is understood as the application of standards currently generally applied in DXC's industry by skilled and experienced persons in organizations of similar size and with similar resources. DXC will take adequate technical measures and provide resources reasonably required to limit the consequences of major failures. Nevertheless, CLIENT relies on CDX and any related findings solely at its own risk.

For culpable behavior of DXC regarding proper functions of the CDX, section 13 (Limitation of Liability) shall apply.

CDX is scheduled to be available Monday to Friday 24 hours per day (CET) subject to the following limitations. 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 CDX or are due to emergency maintenance activities, shall be announced reasonably in advance.

The CDX service desk is reachable by e-mail under CDX-ServiceDesk@dxc.com (in English language).

8. System Security

CDX was developed under the consideration of the most appropriate technical information security principles available on the market. CDX aims to provide and improve worldwide secure access to all Clients and Users.

CDX makes use of 3 layers of security controls that work together to support the protection against misuse or unauthorized access:

- a primary layer provided by DXC corporate controls,
- a secondary layer by technical data center controls,
- a third layer in the CDX application security code.

DXC is obliged and reserves all rights to further update the system's security in line with appropriate standards of information technology. For more information on Security and Compliance, Clients can request DXC's separately available documentation "**Information for Clients on Security Controls**".

9. Modification of CDX Terms of Use

In case system related security issues or other severe reasons, or scope extensions of the Terms of Use or in case of other general requirements, DXC may modify the CDX Terms of Use.

In the event of such a modification of the CDX Terms of Use, DXC will notify the CLIENT (represented by the Company Administrator) by mail or email at least thirty (30) calendar days before the modified CDX Terms of Use will be effective. If such modified CDX Terms of Use are not accepted by the CLIENT and/or USER via online acceptance, the change does not become effective and both parties shall have the right to terminate the CDX service with thirty (30) days' notice.

10. Termination / Access Restriction

DXC is entitled to terminate the CDX service (1) upon 12 months prior notice or (2) immediately in case the CLIENT or a USER materially breaches these CDX Terms of Use and fails to remedy the breach within (14) days after receipt of a respective written (e-mail sufficient) warning notice issued by DXC. DXC is further entitled to suspend CLIENT's or a USER's access to CDX where (i) a suspension is necessary due to a CLIENT's or USER's material breach of the CDX Terms of Use or to preserve the security, integrity, or accessibility of CDX or data on CDX; (ii) DXC is obligated to disable CLIENT's or USER's access in connection with a court or administrative order. DXC shall notify CLIENT about a suspension at least 7 business days in advance unless an earlier suspension is objectively necessary. DXC shall restore CLIENT's or USER's access to CDX as soon as the issue has been resolved.

The CLIENT may ordinarily terminate the CDX service at any time without giving any reason by written notice to DXC with effect to the end of the agreed term. After the end of term, DXC will suspend the CLIENT's access to CDX by deactivation of all USER accounts from the CLIENT. Both Parties' additional statutory rights to terminate for cause shall remain unaffected.

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 (text form, e.g. an e-mail is sufficient), and provided that the USER has not objected to the deactivation within twenty (20) calendar days from the receipt of such notice.

On deactivation or termination of a USER account, DXC will destroy any USER-Related Data regarding this account on request of the CLIENT or the USER. Excluded from destruction are those data, which were already sent to a data-receiving USER and already referenced by those in their own MDSs.

In connection with the termination of the CDX service the CLIENT may ask DXC to provide a copy of the data in his account. Any costs associated to providing such copy is to be carried by CLIENT.

Upon deactivation or termination CLIENT and the USER shall immediately stop the use of CDX.

11. Copyright Regarding CDX

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

12. 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, labor 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 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 and describe at a reasonable level of detail the circumstances causing such delay.

13. Limitation of Liability

- a) **Liability Cap.** Each party's aggregate liability to the other for all losses whether based on contract, indemnity, tort (including negligence), statute, equity, strict liability, warranty, or otherwise arising under or in connection with the use of CDX in a given calendar year is limited to direct damages and will not exceed US\$10,000.
- b) This clause 13 does not limit each party's liability for breach of a contract in relation to: (i) losses that may not be excluded or limited according to applicable law; (ii) DXC's obligations under clause 13; (iii) death or bodily injury caused by their negligence; (iv) damage to tangible personal property and buildings (which for clarity does not include Software programs or CLIENT data in whatever media they are stored); (v) acts of fraud; (vi) unauthorized use of confidential information or IP; and (vii) willful repudiation of a contract except as a result of a good faith exercise of a party's termination rights.
- c) **Excluded Losses.** Neither party will be liable for lost revenues or profits, loss of anticipated savings, loss of goodwill, loss or damage to CLIENT's records or data, downtime costs, business interruption, diminished business value nor for any indirect, exemplary, punitive, special, or consequential losses of any party, including third parties, even if a party has been advised of the possibility of those Losses.
- d) **Proportional Liability.** Any liability of a party for Losses, however caused (including by negligence), is reduced to the extent that the other party or its affiliates, employees, contractors, or agents contribute to the losses.
- e) **Mitigation.** Whether liability arises under an indemnity or otherwise neither party may recover from the other party any amounts in respect of losses that would not have been suffered or incurred if that party had taken reasonable steps to minimize its losses, e.g. including, in particular, an obligation for CLIENT and USER to make back-up copies of data on a regular basis and to carry out security checks (in particular for the purpose of defending or detecting viruses, malware and other disruptive programs within CLIENTs own IT System).

14. Indemnification

CLIENT at its own expense, will (a) defend any third party claim brought against DXC to the extent alleging that data provided by CLIENT or USER into CDX, or CLIENT's or USER's use of CDX breaches these CDX Terms of Use or infringes or misappropriates such third party's Intellectual Property Right (unless not culpably caused by CLIENT or USER) and (b) indemnify and hold harmless DXC from any damages and costs caused by CLIENT or USER (including reasonable attorneys' fees), unless not culpably caused by CLIENT or USER.

DXC will indemnify and hold harmless CLIENT from any damages or costs any third party claim finally awarded or agreed to in settlement against CLIENT, that DXC's provision of CDX under these CDX Terms of Use and/or the according CDX Service Agreement infringes Intellectual Property Rights of a third party, provided that DXC has culpably caused such damage and provided that CLIENT promptly notifies DXC in writing; and cooperates with DXC in, and grants DXC sole control of the defense or settlement (subject to applicable civil procedural laws).

Furthermore, DXC has no obligation for any claim of infringement arising from DXC's compliance with CLIENT's designs, specifications or instructions; or DXC's use of technical information or technology provided by CLIENT; or CDX modifications by CLIENT or a third party; or CDX use prohibited by specifications or related application notes; or CDX use with products that are not DXC branded.

Notwithstanding the foregoing, if CDX becomes the subject of a third party IP claim or is likely to become the subject of such claim, then DXC can, at its cost and expense, at DXC's option: (i) procure for CLIENT or USER the right to access and use CDX free of any liability for infringement; or replace or modify CDX to make them non-infringing but with reasonably comparable functionality; or if DXC determines that the previous two options are not available on a commercially reasonable basis, terminate the applicable license term and issue CLIENT a pro-rated refund (if applicable) equal to the unused portion of any prepaid fees for the remainder of the applicable license term.

15. Links to Third Party Sites

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, unless where DXC has a statutory obligation to remove law-infringing third party content.

DXC is not responsible or liable for webcasting 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 CDX Terms of Use posted at the Linked Sites.

16. Confidentiality

Save as otherwise provided in the CDX Service Agreement, each party under these Terms of Use agrees not to disclose to any third parties - during the period that the Terms of Use are in effect and for 3 years after its end – any know-how, trade secrets, information related to the commercial arrangements between the parties under the Terms of Use and any information available on CDX (hereinafter together "**Confidential Information**") that it may come to know by or from the other party under these Terms of Use or otherwise by the parties' exchange of information on CDX and to instruct its employees, agents and consultants accordingly.

Additionally, information is considered to be Confidential Information if it is marked as confidential or if the confidential character of such information becomes clear in connection with the information. Confidential Information shall not include information which (i) was in the public domain at the time of communication to such party or is later placed in the public domain by the other party, (ii) entered the public domain through no fault of the party subsequent to the time of disclosure hereunder to the party,

(iii) was in the other party's possession free of any obligation of confidence prior to disclosure hereunder, or (iv) was developed by employees or agents of the other party independently of and without reference to any Confidential Information.

17. Export/Import Regulations

The USER/CLIENT acknowledges that these Terms of Use are 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 these CDX Terms of Use, 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;
- a) 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
- b) 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 will survive the expiration or termination of this agreement for any reason.

18. Final Provisions

These CDX Terms of Use shall be governed by the laws of Germany with the exception of the United Nations Convention on the International Sale of Goods (CISG). The courts of Frankfurt am Main, Germany shall have exclusive jurisdiction for any disputes arising from and in connection with these CDX Terms of Use.

Any deviating or supplementary terms and conditions shall not apply unless the Parties have agreed otherwise in writing.

If any regulation of these CDX Terms of Use proves to be invalid or these CDX Terms of Use is incomplete, the effectiveness of the remaining agreement shall continue in full force and effect. The parties shall replace such invalid regulation or any incompleteness of these CDX Terms of Use with a regulation which comes as close as possible to the economic intent of the original regulation.