Terms of Use Subscription Services of the BOC Group

BOC Group
Design your Enterprise

1. Scope of Application

1.1.1.   The following Terms of Use Subscription Services form the underlying regulatory framework for all present and future agreements concluded between BOC Products & Services AG or its subsidiaries (hereinafter collectively "BOC") on the one hand and the Client of BOC on the other hand, after 15 January 2026, concerning the provision of recurring services (e.g. SaaS, hosting, software maintenance, etc.) and the purchase of licences.

1.1.2.   These Terms of Use Subscription Services are part of the "General Terms and Conditions" of BOC (hereinafter referred to as "GTC"). In the event of conflicting provisions, the following order of precedence shall apply: 1. Provisions from the individual contract (offer), before 2. these Terms of Use, before 3. the GTC.

2. Subscription Services

2.1.   General

2.1.1.   Subscription Services means the sum of the recurring services specified in the offer which are made available to the Client during the Term (section 2.2.1). These may in particular be the Subscription Services mentioned in section 2.4.

2.1.2.   If Subscription Services are extended or newly ordered, the respective current terms shall apply. These terms shall not change during the Current Term. BOC shall be free to amend the terms for Subscription Services with three months' notice at the beginning of, and with effect from, a Renewal Term. If BOC makes use of this option, the notice period from section 2.2.2 will be reduced to one month to the end of the Current Term.

2.1.3.   Service descriptions refer to the current version of a service and may change upon a new release. The current scope of functions of the respective service and version can be found here: https://docs.boc-group.com.

2.1.4.   Services outside the scope of a service description, such as particular trainings, Client-specific configuration or implementation support, are not included in the Subscription Services and require a separate agreement.

2.2.   Term and Termination of Subscription Services

2.2.1.   The agreed Subscription Services are available to the Client from the Provision Date. The duration specified in the offer (Initial Term) begins on 1 January following the Provision Date and is automatically renewed by the duration of the Initial Term (Renewal Term). If no duration has been agreed, the Initial Term shall be 12 months. The Provision Date is the time at which the Client obtains access to the service. The Term refers to the entire duration from the Provision Date until the termination of the Subscription Services.

2.2.2.   Subscription Services may be terminated at the earliest at the end of the Initial Term and thereafter at the end of each Renewal Term subject to three months' notice. Termination must be in writing.

2.2.3.   Should the scope of existing Subscription Services be extended (e.g., by adding users), the current terms and conditions shall also apply to the extension. Unless agreed otherwise, this means that the Current Term also applies to the extension.

2.2.4.   A reduction in the scope of existing Subscription Services can only be carried out at the end of the Initial Term and thereafter at the end of each Renewal Term subject to three months' notice (Section 2.2.2).

2.2.5.   Both contractual parties are entitled to the extraordinary termination of the Subscription Services in the event that there is an important cause for which the respective other contractual party is responsible, insofar as the contractual party does not resolve this cause for termination within a reasonable period despite a written request to do so, in which the cause for dissolution is specified and the plausibility thereof is validated.

2.2.6.   An important cause is deemed to exist if a contractual party:

- breaches an essential contractual provision and fails to cease or discontinue this breach and remedy the consequences of the breach within a period of seven days despite a request to do so,
- is in default of a payment by more than three months,
- becomes insolvent or if an insolvency proceeding or equivalent (in particular, a settlement or restructuring proceeding) is commenced against it or if such proceedings are rejected due to a lack of assets,
- violates anti-corruption provisions, or, if the continuation of the contractual relationship has become unacceptable due to a fundamental loss of trust, the existence of which must be validated vis-à-vis the contractual party.

2.2.7.   In case of termination for cause by the Client, any prepaid fees for unused services shall be refunded. If BOC is entitled to terminate the contract for cause, the claim to fees until the end of the current Initial Term or Renewal Term, as applicable, shall remain unaffected. In this case, BOC is entitled to demand immediate payment of the fees until the end of the current Initial Term or Renewal Term, as applicable.

2.2.8.   If Subscription Services qualify as a data processing service within the meaning of Article 2(8) of Regulation (EU) 2023/2854 ("Data Act") and the Client has its registered office within the European Union, the Client is entitled to request, in respect of such Subscription Services, a switch to another provider of data processing services of the same type or to its local infrastructure, or to request the deletion of the Client Content ("Cloud Switch"). Notwithstanding Section 2.2.2, the notice period for a Cloud Switch is two months. This notice period is followed by a 30-day switching period. Client Content will be made available to the Client in accordance with Section 4.3.4 at no additional cost. Subscription Services affected by a Cloud Switch will terminate upon expiry of the switching period. The agreed fees for Subscription Services affected by the Cloud Switch for the period from the expiry of the switching period until the end of the current Initial Term or Renewal Term, as applicable, will be invoiced to the Client immediately (proportionately in accordance with Recital 89 in conjunction with Article 29(4) of the Data Act).

2.3.   Remuneration, Prices and Invoicing

2.3.1.   The first invoice is issued to the Client from the Provision Date. The period from the Provision Date until the beginning of the Initial Term shall be invoiced on a pro rata basis. Thereafter, invoicing shall take place annually in advance.

2.3.2.   The agreed remuneration for Subscription Services shall be indexed in accordance with the Harmonised Index of Consumer Prices (HICP) published by the statistical office of the EU (Eurostat) of the country of the contracting BOC entity. The basis for the calculation is the index figure determined in the month of September of the then current year. The adjustment shall occur once a year and becomes effective with the next invoice. Should this index cease to be published, the index that follows this index, or at least most closely corresponds to it, shall be taken as the basis. The remuneration is adjusted to the extent by which the specified index changes in comparison to the starting basis. If BOC does not carry out a price adjustment for a year, this is not deemed a waiver of its right of adjustment.

2.3.3.   BOC is free to change the prices for Subscription Services with three months' notice at the beginning of, and with effect from, a Renewal Term. If BOC makes use of this option, the notice period in section 2.2.2 will be reduced to one month to the end of the Current Term.

2.4.   Services

2.4.1.   **Software as a Service (SaaS)** includes the operation in the BOC Cloud (see section 4), the rights of use/licence (see section 5), software maintenance (see section 6) and hotline support (see section 7) for the selected software product during the Term.

2.4.2.   **Operations-Only** includes during the Term only the operation for previously obtained software products in the BOC Cloud (see section 4) as well as hotline support (see section 7). Software without a valid maintenance agreement cannot be operated by BOC, with the exception of test and development systems. Existing licences and maintenance agreements remain unaffected by this agreement.

2.4.3.   **Software Rental** includes the rights of use/licence during the Term (see section 5). The software is operated by the Client.

2.4.4.   **Software Maintenance (on-premise)** includes during the Term software maintenance (see section 6) and hotline support (see section 7) of previously obtained software products. The software is operated by the Client.

2.4.5.   BOC offers **AI Functionality** (see section 8) and **Microservices** (see section 9) within the provided products and services.

2.4.6.   Upon agreement, BOC shall provide further recurring services specified in the offer.

3.   Software Purchase

3.1.1.   In deviation from section "2. Subscription Services", BOC may offer its standard software products for purchase against a one-time payment. Such purchase includes the rights of use/licence to the ordered software products in accordance with section "5. Rights of Use/Licence", except that, upon full payment of the agreed one-time fees, such rights of use shall be granted for an unlimited period of time.

4.   Operation in the BOC Cloud (Operating Service)

4.1.   General

4.1.1.   BOC undertakes to operate the agreed services in the BOC Cloud during the Term (Operating Service). The Operating Service will be provided by BOC Information Technologies Consulting GmbH, Operngasse 20b, 1040 Vienna, Austria.

4.1.2.   The Operating Service is provided by electronic transmission of the access data. The Provision Date is the time at which the Client receives the access data.

4.1.3.   The Client shall treat passwords and logins required for the use of the service confidentially and shall design the necessary technical requirements in the Client's infrastructure in such a way that the Client can access the Operating Service via the Internet.

4.1.4.   The Client expressly declares to refrain from attacks on the Operating Service for the purpose of security tests, capacity tests or similar. Said tests shall only be carried out with the prior written consent of BOC at the agreed times and to the agreed extent.

4.1.5.   BOC is entitled to temporarily block the Client's access to the service if there is reasonable suspicion that network activities emanating from the Client endanger the security of the BOC infrastructure or that of a third party. The blocking may only take place for the duration of the threat. Costs incurred by BOC in this context shall be borne by the Client.

4.1.6.   The Operating Service includes

- the operation of the server and software components of the selected service,
- the operation of the hardware infrastructure incl. operating system,
- the provision of storage space,
- the operation of the underlying network infrastructure on the operator side,
- the provision of third-party licences, in particular for database software and various software for administration and security,
- the maintenance of the required hardware and network components (exclusively on the operator side),
- ongoing monitoring of the systems,
- maintaining and restoring the operational readiness of the underlying hardware and network components and configuration,
- backup and, if necessary, restoration of Client Content,
- updating to newer software versions or fix levels, with the exception of Client-specific adaptations, in accordance with the software maintenance agreement, including the performance of start-up tests, as well as

- the operation of a hotline according to section "7. Hotline".

4.1.7.   Availability times and scheduled maintenance windows can be found in the "Cloud Services - SLA Factsheet".

4.1.8.   BOC shall be entitled to withdraw the Client's access to the Operating Service if the Client violates significant elements of the agreement and the Client does not cease this behaviour despite a warning and the setting of a reasonable deadline for elimination or cessation. In the event of withdrawal of access to the Operating Service, the Client shall not be entitled to reimbursement of the agreed remuneration.

4.1.9.   The use of the application programming interfaces (REST API) follows the fair use principle, whereby 500 accesses per hour should not be exceeded.

4.2.   Releases

4.2.1.   Subsequent releases and Fix Levels of the standard software shall be provided to the Client and installed in accordance with section 6.2 ("Releases and Fix Levels In principle, the Client is free to choose whether and when to introduce new releases of the service to the cloud environment. However, the version in use must always be within the maintenance period.

4.2.2.   If the Client allows the maintenance period of a software version to expire without carrying out an update of the installation in the cloud environment, BOC cannot guarantee trouble-free operation of the Service. Maintenance Services shall then only be available to a limited extent. In exceptional cases, this omission can lead to the result that it is no longer possible to continue the operation of the software product. BOC's claim to payment remains unaffected by this. BOC is not liable for damages resulting directly or indirectly from the Client's failure to make use of new releases or fix levels within the maintenance period.

4.2.3.   Fix Levels that are pertinent to security may be introduced and installed by BOC at any time, even without consulting the Client.

4.3.   Data Backup and Data Export

4.3.1.   BOC carries out daily backups of Client Content stored in the Operating Service. The backups are stored on a separate storage system in the primary data centre and, additionally, in a fallback data centre. This results in a maximum tolerable data loss of 24 hours. The restoration target depends on whether the restoration occurs in the primary data centre (depending on the service request prioritisation) or in the fallback data centre in the scope of a disaster recovery (maximum 1 week). BOC retains all backups for 90 days (storage time).

4.3.2.   The backups are carried out automatically and are replicated in the fallback data centre via an encrypted channel. Incident-free execution of these backups is automatically monitored.

4.3.3.   A restoration of Client Content, at the request of the Client, shall be invoiced at cost.

4.3.4.   Client Content may be exported at any time during the Term of the Operating Service by a Client Administrator. Detailed descriptions can be found in the Administrator Manuals for the respective services (Migration Package in ADONIS/ADOIT/ADOGRC). After termination of the Operating Service, BOC shall, at the Client's request, make Client Content available in machine-readable form (BOC XML Structure) for further use. The Client Content shall be kept available for 90 days after termination of the Operating Service and shall be irrevocably deleted thereafter or immediately upon request of the Client.

4.4.   System Requirements

4.4.1.   In order to be able to use the Operating Service, the Client has to meet the necessary system requirements, in particular having an up-to-date web browser and an Internet connection appropriate for use. Current information on the system requirements can be found in the online documentation of the respective service (ADONIS/ADOIT/ADOGRC).

5. Rights of Use/Licence

5.1. General

5.1.1. BOC grants the Client the worldwide, non-exclusive, non-sublicensable, non-transferable right to use the agreed services for the duration of the Term.

5.2. Test and Development Systems

5.2.1. Upon agreement, BOC grants the Client the worldwide, non-exclusive, non-sublicensable, non-transferable right to use the agreed services to the agreed extent as intended for testing and development purposes for the duration of the Term. The Client is not entitled to use these rights of use for other purposes, in particular in productive systems.

5.3. Scope of the Rights of Use

5.3.1. Unless otherwise agreed, the rights of use follow the "Named Use" principle (NU). The usage rights are assigned to specific users and only allow these users personal access to the service. Reassignment of existing NU usage rights to other users of the Client can be performed by the Client's administrator.

5.3.2. The service, as well as all documents and information provided within the scope of the business relationship, are the intellectual property of BOC. All rights not expressly granted are reserved by BOC. This also applies to any future improvements or comparable further developments of the service.

5.3.3. BOC is entitled to withdraw the Client's rights of use (Licence) if the Client breaches material provisions of the agreement and fails to remedy such breach within a reasonable period of not less than thirty (30) calendar days after receipt of a written notice from BOC specifying the breach and requiring its rectification. In the case of a justified withdrawal of the Right of Use, the Client shall not be entitled to any refund of remuneration already paid.

5.3.4. The Client is entitled to have the Product operated by a third party commissioned by the Client. That third party must be named to BOC. Operation of the Product by another BPM, EA or GRC software manufacturer is explicitly excluded. In such case, the Client must include the third party in all obligations imposed upon the Client by BOC and must indemnify and hold BOC completely harmless for all damages arising from a breach of duty by the third party at first request, waiving all objections and irrespective of which party is at fault.

6. Software Maintenance

6.1. Provision of the Maintenance Service

6.1.1. Within the scope of the Software Maintenance Service, BOC shall provide the following services:

- Software repair and troubleshooting support (see section "7. Hotline")
- Maintenance of the Software through preventive measures
- Provision of subsequent Releases and Fix Levels

6.2. Releases and Fix Levels

6.2.1. BOC distinguishes between the following release types:

Name	Release marking	Maintenance period	Description
Long Term Support Release (LTS)	LTS	Software maintenance is guaranteed for 6 months after the release of the next LTS release. This typically leads to a maintenance period of 2 years.	A Long-Term Support (LTS) release is a major release that is explicitly marked with LTS. Long Term Support Releases are typically issued every 1.5 years.

Name	Release marking	Maintenance period	Description
Major Release (Major)	The first place of the version number (e.g.: **10**.0.0)	Software maintenance is guaranteed for 3 months after the release of the next major release. This typically leads to a maintenance period of 9 months.	Major releases are issued once or twice a year. A major release may contain important new functions and changes to the database schema.
Minor Release (Minor)	The second place of the version number (e.g.: 10.**1**.0)	The rules of the major release upon which the minor release is based apply. The maintenance period ends accordingly, together with the last published major release.	Minor releases have no regular publication cycle. They are issued when a new functionality is introduced outside of a major release.
Fix Level (FL)	The third place of the version number (e.g.: 10.1.**1**)	The rules of the major release upon which the fix level is based apply. The maintenance period ends accordingly, together with the last published major release.	A fix level contains several bug fixes or security updates.

6.2.2.   Information regarding the current maintenance period can be found in the online documentation of the respective service (ADONIS/ADOIT/ADOGRC).

6.2.3.   To be entitled to Software Maintenance services, the version used must always be within the maintenance period.

6.2.4.   Software extended/modified by releases or fix levels is subject to the same rights of use/licence as the original version of the software.

6.3.   Limitation of the Maintenance Service

6.3.1.   In particular, the following services are not offered as part of the Software Maintenance Service and therefore require a special agreement:

- Adaptation of a subsequent release to Client-specific extensions (Software Adaptations),
- Adaptation of the software to application-specific requirements or general conditions at the Client,
- Treatment of malfunctions caused by force majeure or unauthorised intervention by third parties as well as use not in accordance with the intended purpose,
- Support in the elimination of errors in interfaces of third-party systems,
- On-site service at the Client's premises and
- Trainings.

6.3.2.   In addition to the foregoing, the following services are not provided for software operated by the Client (on-premise installations):

- Installing the software and installing updates,
- Dealing with faults resulting from non-compliance with the hardware and software requirements provided by BOC (4.4 System Requirements),
- Support in carrying out changes or corrections to the installation or operating environment, such as in particular migration in the event of relocation,
- Data backup and data recovery and
- Partial or full assumption of, or assistance with, maintenance activities on the installation or operating

environment. The current hardware and software requirements can be found in the online documentation of the respective Product and version (https://docs.boc-group.com/). In any case, the Client is responsible for installing, configuring and securing the required third-party products (database system, web server, Java, ...) in accordance with the hardware and software requirements.

6.3.3.   The software maintenance refers to all valid rights of use of the software. It is not possible to obtain software maintenance for only a part of the licensed user quantities of the software.

7. Hotline

7.1.1.   For technical questions about services, as well as for the reporting of incidents, qualified staff of the Client may contact the BOC hotline directly.

7.1.2.   BOC receives incident reports exclusively via the hotline by email or during the service times by telephone.

7.1.3.   The basic procedure for the treatment of incidents is as follows:

- Notification of the incident by the Client at the earliest possible time via the BOC hotline
- Appointment of a point of contact on the Client's end to serve as a contact person for BOC
- Implementation of the troubleshooting
- Confirmation by the Client of the successful troubleshooting

7.1.4.   When making use of the hotline, the Client must, if necessary, use the tools provided by BOC for the containment and diagnosis of the fault.

7.1.5.   A named point of contact on the Client's end is also appointed in the interest of the Client. The point of contact must have sufficient authorisation to initiate the necessary measures on the Client's end and to actively support BOC in any potential elimination of faults. In particular, information that is requested by BOC and is necessary for the elimination of the fault must be made available by the Client.

7.1.6.   An incident that requires troubleshooting is deemed to exist if the service exhibits behaviour that deviates from the corresponding performance specification/documentation in the respective version, and if this can be reproduced by BOC, or, the incident has been adequately documented by the Client.

7.1.7.   Incidents shall be classified in accordance with the following scheme:

- An incident that inhibits operation is deemed to exist if the use of the Software is not possible at all in productive operation (complete failure or complete failure of core functions required on a daily basis).
- An incident that obstructs operation is deemed to exist if the use of the Software is possible in productive operation, but there are severe limitations to the usage.
- A minor incident is deemed to exist if the use of the Software in productive operation is possible with slight restrictions, or if there is an incident in the Software in a test or development system.

7.1.8.   In the case of on-premise installation at the Client's premises, only incidents due to a software error will be dealt with. In this case, the operation of the software is not within the sphere of influence of BOC.

7.1.9.   Rectification of the incident may also take place via a release, fix level, measures at the infrastructure level, an appropriate workaround solution, via indication of client-side remedial measures or if the malfunction no longer occurs for other reasons. However, in no event is the Client entitled to inspect the source code.

7.1.10.   According to the type of the reported incident, access to the Client instance by the BOC technical support team may be required. Each access is logged, is only allowed in the course of the respective troubleshooting and is limited to employees of the BOC technical support team.

7.1.11.   Reaction and response times for incident reports and service requests can be found in the "Cloud Services - SLA Factsheet" for services hosted by BOC or in the "Support SLA for on-premise installations".

8. AI Functionality

8.1. General

8.1.1.   BOC offers AI Functionality within the provided Services and Modules. Such functionality is disabled by default and may be enabled at Client's sole discretion by one of Client's authorized administrators. By enabling such functionality, Client agrees to be bound by the terms of this section and, as the case may be, by such further terms as displayed when enabling the AI Functionality. Client may disable AI Functionality at any time by Client's administrators.

8.2. Third Party AI Providers

8.2.1.   AI Functionality might be powered by Third Party AI Providers, such as OpenAI, Google Cloud AI, or Microsoft Azure AI. These providers offer a range of AI capabilities, including natural language processing, image generation, and machine learning services. If BOC's AI Functionalities are based on such Third Party AI Providers, this will be made transparent within the corresponding section of the service documentation.

8.2.2.   To enable the service, the Client must either provide their own API key for the Third Party AI Providers or agree to the additional usage terms set forth by these providers, depending on the technical implementation of the services. Therefore, the rights granted herein are additionally subject to the restrictions set out in the relevant usage policies by such third parties.

8.2.3.   The corresponding in-use Third Party AI Providers and the respective terms can be found in the documentation of the AI Functionality in question.

8.2.4.   There may be limits in usage (tokens) allowed, which can be found in the documentation. If the Client uses its own API key to the Third Party AI Provider, the limits need to be governed by the Client.

8.3. Input/Output

8.3.1.   BOC will ensure that neither BOC Group nor the Third Party AI Provider shares or uses Client Content to train or improve the AI Functionality and will only use Client Content as necessary to provide the AI Functionality. However, if the Client provides their own API key, it is the Client's responsibility to manage any relevant settings and ensure compliance with usage policies of the Third Party AI Provider.

8.3.2.   Client is responsible for evaluating and ensuring the accuracy of any output as appropriate for its use case, including by using human review and human oversight and correction of the output ("human-in-the-loop").

8.3.3.   Client acknowledges and agrees that due to the nature of the AI Functionality, output may be inaccurate or unreliable and may be biased or unfair. Client shall be solely responsible for any decision or action that the Client may take with respect to the generation, review, approval, and use of any output.

9. Microservices

9.1. General

9.1.1.   BOC may offer Microservices within the provided Services and Modules. Microservices are independently deployable service components that perform specific functions within the provided Products and Services or used by the provided Products and Services. Such Microservices are disabled by default and may be enabled at Client's sole discretion by one of Client's authorized administrators. By enabling such Microservices, Client agrees to be bound by the terms of this section and, as the case may be, by such further terms as displayed when enabling the Microservices. Client may disable Microservices at any time by Client's administrators.

9.1.2.   Depending on the specific Microservice, activation may require an additional subscription or purchase via the BOC Marketplace. Details are provided in the documentation for each respective Microservice and could include information on availability, licensing, pricing, or usage limits. However, the use of Microservices requires a valid maintenance agreement for the underlying Services or Modules.

9.2. Data Handling and Privacy

9.2.1.   Microservices may be hosted on third-party cloud infrastructure, such as Amazon Web Services (AWS), Microsoft Azure or Cloudsigma. The location of the hosting provider and the corresponding data transfer details are transparently documented in the respective service documentation.

9.2.2.   The relevant cloud provider may act as a sub-processor under the existing Data Processing Agreement (DPA) between BOC and the Client. By enabling the respective Microservice, the Client acknowledges and agrees that such third-party providers will be added as sub-processors under the existing DPA, if not already listed.

9.2.3.   BOC recommends that the Client avoid uploading personal data to Microservices unless explicitly required by the functionality and covered under the applicable DPA.

9.3. Usage Limits and Restrictions

9.3.1.   Microservices may be subject to usage limitations (e.g., number of file uploads, storage volume, processing time). Such limits are documented in the respective service descriptions and must be adhered to by the Client.

9.3.2.   Except as expressly stated otherwise, Microservices are provided "as-is" without warranty of any kind.