

HICO VAULT

DATA PROCESSING AGREEMENT (DPA) ADDENDUM TO THE HICO VAULT CHAT END USER LICENSE AGREEMENT (EULA) INCLUDING EU AI ACT COMPLIANCE

Version 1.0

Effective Date: February 2026

This Data Processing Agreement (“**DPA**”) is entered into between:

HICO Group AG Hauptstrasse 157, 8272 Ermatingen, Switzerland (“**HICO**” or “**Processor**”)

and

The Customer (as defined in the EULA) (“**Customer**” or “**Controller**”)

This DPA forms an integral part of the EULA and supplements it solely with regard to the processing of personal data under Regulation (EU) 2016/679 (GDPR) and the EU Artificial Intelligence Act (Regulation (EU) 2024/1689). In case of any conflict, this DPA prevails.

1. Subject Matter and Scope

HICO provides the Customer with the web-based AI chat platform “**HICO Vault Chat**” (the “**Service**”). HICO acts exclusively as **Processor**; the Customer remains the **Controller**.

2. Description of Processing (Annex I)

Annex I is attached and forms part of this DPA.

3. Processor Obligations

HICO shall process personal data only on the Customer’s documented instructions and in accordance with this DPA and the EULA.

3.1 Limitation of Responsibility for Customer Data Inputs The Customer acknowledges and agrees that HICO cannot and will not bear any responsibility or liability whatsoever if the Customer or its Users voluntarily feed personal data, sensitive data, or any other information into the Service. HICO relies entirely on third-party infrastructure and AI providers (specifically Kamatera, Microsoft

Azure, and OpenAI) for hosting, storage, transmission, and AI inference. The Customer must exercise extreme caution before entering any personal or confidential information into the chat. The Customer is solely responsible for ensuring that all inputs comply with applicable laws (including GDPR), for reviewing all outputs, and for implementing its own internal controls and policies. This disclaimer is without prejudice to the broader limitations of liability in EULA § 19 and the prohibited/sensitive data rules in EULA § 5.

4. Sub-processors (Annex III)

The Customer hereby gives HICO general authorisation to engage the sub-processors listed in **Annex III**.

5. Data Location and International Transfers

- The Service is **primarily hosted on EU-based servers** (Kamatera Germany and Microsoft Azure EU regions).
- **HICO relies exclusively on the infrastructure and services of Kamatera, Microsoft Azure (including Azure OpenAI Service), and OpenAI for all hosting, compute, and AI processing.**
- **HICO configures Azure OpenAI deployments to use EU regions where technically available.**
- Processing outside the EU may occur if technically necessary. **While HICO will make reasonable efforts to keep processing within the EU, the Customer expressly acknowledges that non-EU processing may occasionally be unavoidable and that HICO provides no absolute guarantee of exclusive EU residency.**
- Any transfer outside the EU/EEA is safeguarded by EU Standard Contractual Clauses (SCCs 2021, Module 2) plus supplementary measures. Azure OpenAI processing is further governed by the **Microsoft**

Products and Services Data Protection Addendum.

5.2 No-Training Commitment HICO has explicitly indicated and contractually ensured across all services that Customer prompts, completions, inputs, outputs, and any associated data shall not and must not be used to train, fine-tune, or improve any AI models. This prohibition is absolute and applies to HICO as well as all sub-processors (Microsoft Azure OpenAI and OpenAI). No Customer data is used for training purposes under any circumstances without the Customer's prior explicit written consent. This commitment is passed through from Microsoft's and OpenAI's terms and is strictly enforced by HICO.

6. Security Measures (Annex II)

HICO has implemented the technical and organisational measures described in **Annex II**. These measures are further supported by the independent certifications of HICO's sub-processors (see Annex III).

7. Audit Rights

The Customer may request one audit per calendar year (at its own expense) upon 30 days' written notice. HICO may satisfy the audit by providing current sub-processor certificates or equivalent reports.

8. Liability

Liability is governed by EULA § 19. Nothing in this DPA shall limit HICO's disclaimer of responsibility for Customer inputs as set out in Section 3.2 above.

11. Execution

This DPA becomes effective upon the Customer's acceptance of the EULA or first use of the Service.

HICO Group AG Name: _____ Title: _____
Date: _____

Customer Name: _____ Title: _____
Date: _____

9. Governing Law and Jurisdiction

This DPA is governed by Swiss law. Any disputes shall be subject to the exclusive jurisdiction of the courts of Thurgau, Switzerland (same as EULA § 21).

10. EU AI Act Compliance

HICO Vault Chat is a **limited-risk / minimal-risk** AI system under the EU Artificial Intelligence Act (Regulation (EU) 2024/1689). It is **not** a prohibited AI practice and **not** classified as high-risk (outside the scope of Annex III).

HICO fulfils the transparency obligations under Article 50 by:

- Providing clear in-app notices and interface disclaimers informing Users that they are interacting with an AI system and that outputs are AI-generated;
- Incorporating full transparency provisions in EULA Section 2.

HICO passes through the relevant technical documentation, instructions for use, and compliance information from the underlying GPAI model providers (Microsoft Azure OpenAI and OpenAI) to the Customer. The Customer, as deployer of the system, remains responsible for using Vault Chat in accordance with these instructions and applicable law.

No Fundamental Rights Impact Assessment, conformity assessment, or registration in the EU database is required for this system.

Annex I – Description of Processing

Item	Details
Categories of data subjects	Customer's employees and authorised Users
Categories of personal data	Chat inputs/prompts (which may contain personal data at the Customer's sole risk), uploaded files, usage metadata
Special categories	Strictly prohibited unless absolutely necessary and lawfully authorised (see EULA § 5)
Nature and purpose	Hosting, transmission, storage and AI inference to deliver the Service
Duration	Term of the EULA + 14 days
Customer acknowledgement	The Customer is solely responsible for any personal data it inputs into the Service. HICO relies on Kamatera, Microsoft Azure and OpenAI for all infrastructure and processing and bears no responsibility for the Customer's decision to input personal data.

Annex II – Technical and Organisational Measures (TOMs)

- EU hosting priority (Kamatera + Azure EU)
- TLS 1.3 encryption in transit; AES-256 encryption at rest
- Role-based access control (RBAC) and SSO capability
- 24/7 system monitoring and incident response
- Employee training on data protection and confidentiality
- **Absolute no-training commitment** for Customer data (HICO's explicit policy across all services – see Section 5.2)

HICO's sub-processors maintain independent ISO 27001 and ISO 27017 certifications (see Annex III), which form part of the overall technical and organisational measures. Limited abuse monitoring (including possible human review in the EEA for EU deployments) may occur in accordance with Microsoft's terms.

Annex III – List of Sub-processors (as of February 2026)

Sub-processor	Country / Region	Purpose	Transfer Safeguard	Compliance Certifications
Kamatera / OMC Computers and Communication LTD.	Germany (EU) + Israel	Primary hosting infrastructure	None required	ISO/IEC 27001:2022 (Cert. 1124510) ISO/IEC 27017:2015 (Cert. 115017)
Microsoft Corporation (Azure EU regions + Azure OpenAI Service)	EU / USA (limited)	Hosting, compute, AI inference (HICO relies on Microsoft for core infrastructure)	SCCs + EU priority	Microsoft Azure ISO/IEC 27001 + Microsoft DPA
OpenAI LLC	USA (routed via Azure where possible)	LLM inference (HICO relies on OpenAI models)	SCCs	OpenAI Business Terms (no-training by default)
Future sub-processors (e.g. Mistral, xAI)	EU/USA	Alternative LLM inference	SCCs	To be confirmed at time of engagement

Note: HICO relies entirely on the above providers for infrastructure and AI functionality. The Customer accepts this reliance and the associated limitations. Copies of the current OMC/Kamatera certificates are attached for reference.