

# About ONEiO General Terms

Dated: May 28, 2024

By using the Service or by receiving other services from us, you agree to these terms. We cannot provide our services to you unless you agree to these terms.

We periodically update these terms. If you have an active ONEiO subscription, we will let you know when we do via an email or in-app notification.

The terms, which are meant to be handled as a whole, consist of the following documents:

## Terms of Service

**ONEiO SaaS Master Terms:** General legal and commercial terms between you and us that apply to each subscription to the Service. (May 28, 2024)

**ONEiO SaaS Service Description:** Describes the features and capabilities of the Service. It also includes additional terms for product offerings (“Plan”) and other services. Please note that from that *Plan Specific Terms* section, the selected Plan dictates what conditions apply. (May 28, 2024)

**Data Processing Addendum:** This document explains how we process personal data as GDPR Processor. (Feb 24, 2023)

# ONEiO SaaS MASTER TERMS

Dated: May 28, 2024

THESE TERMS GOVERN YOUR ONEiO SAAS SUBSCRIPTION AND USE OF OUR SAAS SERVICE.

IF YOU REGISTER FOR A FREE TRIAL OF OUR SERVICE, THE APPLICABLE PROVISIONS OF THESE TERMS WILL ALSO GOVERN THAT FREE TRIAL.

BY ACCEPTING THESE TERMS, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR EXECUTING A SAAS SUBSCRIPTION ORDER THAT REFERENCES THESE TERMS, YOU AGREE TO THESE TERMS.

IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SERVICES.

## 1. DEFINITIONS

- a) "Affiliate" means any entity that directly or indirectly controls is controlled by or is under common control with You. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting rights of the subject.
- b) "Billing Period" means the period for which you agree to prepay fees under a Subscription Order, which will be the same or shorter than the Subscription Term.
- c) Customer" refers to the entity that is represented by the Subscription Owner. Customer can be a person or an entity.
- d) "Customer Data" refers to the electronic data either uploaded or submitted by integration counterparties, or anyone else on their behalf, to the Service for transmission.
- e) "Endpoint" means a uni- or bi-directional connection to an application or a system. A single Endpoint can be used in multiple integrations.
- f) "Endpoint Type" means a productized set of an application or system-specific functionalities that mirror the technical features and functionalities required for uni- or bi-directional connection with a particular system (E.g., Salesforce).
- g) "Flat-Rate Integration" means an Integration which is set not to consume the Message Quota of the Subscription. Flat-Rate Integration can relay messages in both QA and Production environments. Flat-Rate Integrations are meant for "human-initiated" messaging only. The maximum throughput of a default Flat-Rate integration is one message per second. The throughput can be adjusted if needed. All Subscription Plans do not provide an option to set the Integration to a Flat-Rate.

- h) "Flat-Rate Tenant" means a Tenant which is set not to consume the Message Quota of the Subscription. Flat-Rate Tenants can relay messages in both QA and Production environments. Flat-Rate Tenants are meant for "human-initiated" messaging only. The maximum throughput in a default Flat-Rate Tenant is one message per second. The throughput can be adjusted if needed. All Subscription Plans do not provide an option to use Flat-Rate Tenants.
- i) "Integration" means an arrangement for processing communication between two endpoints through the Service. (Even if source and target endpoints are the same, this is still an Integration.) Integration is active when the first routing rule has been activated between its Endpoints.
- j) "Initiation Date" means the date (and time) when a Subscription or Flat-Rate Tenant is made available to the Customer or a Flat-Rate integration is activated in the Service, either by the user in the User Interface, or by ONEiO Customer Representative, at the request of the User.
- k) "Message" means a message received by the Service (pull or push) AND relayed to another endpoint. If an inbound message is routed to several endpoints, it is considered several messages (e.g., an inbound message routed to three endpoints is considered three messages). A visible synchronous response is NOT a message unless it is routed. A message not routed or handled with a drop or process-only rule is NOT a message. All actions (e.g., attachment handling, value lookups, etc.) within the relaying of a message are considered to be part of that single message.
- l) "Message Quota" means the number of messages that can be used in the Subscription in a Message Quota Period without additional cost. Messages in all environments consume the Message Quota unless relayed through a Flat-Rate Integration or Flat-Rate Tenant, as defined below. The amount of Message Quota may vary depending on the Subscription Plan selected.
- m) "Message Quota Period" is the period that the Message Quota can be used. Message Quota Periods vary with different Subscription Plans. See "Plan Specific Terms" in "ONEiO SaaS Service Description" for details.
- n) "Message Quota Top-Up" means an addition to the Message Quota. Depending on the Subscription Plan selected, the Subscription Owner may or may not control, whether Message Quota Top-Up is applied automatically or not. See "Plan Specific Terms" in "ONEiO SaaS Service Description" for details. When Message Quota Top-Up is applied, the full amount of the Message Quota Top-up Fee is charged, regardless of the amount of the Message Quota Top-Up consumed within the Message Quota Period. One or more Message Quota Top-Ups can be applied within a Message Quota Period. A corresponding amount of Message Quota Top-Up Fees will be charged with the Subscription.
- o) "Message Quota Top-up Fee" means the amount charged once a Message Quota Top-Up is applied. Depending on the Subscription Plan selected, this will be invoiced afterwards or charged automatically.
- p) "Subscription Order" means the ordering document or online order specifying the Services to be provided hereunder, including any addenda and supplements to it, that is issued by You to Us. By issuing a Subscription Order hereunder, an Affiliate agrees to be bound by the terms of the Subscription as if it were an original party hereto.
- q) "Service" refers to ONEiO's cloud-based integration service as described in the Service Description, as it will be amended from time to time.

- r) "Service Description" refers to ONEiO SaaS Service Description published by Us, as it will be amended from time to time.
- s) "Service Provider Endpoint Type" means an endpoint type created for a Service Provider Plan (See Service Description, Plan Specific Terms). It is a set of functionalities that mirror the technical features and functionalities for uni- or bi-directional connection to the Service Provider's system.
- t) "Subscription" means the license to use the Service for a given period in accordance with the terms of the Subscription. The terms of the Subscription are set forth in the relevant Subscription Order, accepted by us, and in this ONEiO SaaS Master Terms.
- u) "Subscription Fee" refers to a recurring fee in accordance with the Subscription Order.
- v) "Subscription Owner" refers to a person appointed to be accountable for acting as the operational administrator of the Subscription.
- w) "Subscription Plan" means the type of Subscription described in the Service Description.
- x) "Subscription Term" commences on the Initiation Date.
- y) "User Interface" or "User Console" means a browser-based tool used to configure and view the subscription's components.
- z) "Tenant" means a separate and isolated object available in a Service Provider Plan. It is used for integrating service providers' end customers. Tenants have individual configuration and user access management. Only Integrations with Service Provider Endpoint Type as source or target are allowed in a Tenant. Tenant is active when it is available in the User Interface.
- aa) "We," "Us," or "Our" means Oneio Cloud Corporation or our Affiliates.
- bb) "You" or "Your" means the Customer or other legal entity for which you accept these Terms, and Affiliates of that company or entity which have executed a Subscription Order.

## 2. SUBSCRIPTION

- 2.1. **INVOICING AND TERMS OF PAYMENT** Each Subscription as well as Flat-Rate Integration and Flat-Rate Tenant shall be invoiced separately. Subscription Fee and each Flat-Rate Integration or Flat-rate Tenant shall be invoiced annually unless otherwise agreed in the Subscription Order. The Billing Period commences on the Initiation Date.

Invoices shall be issued to You at a billing address shown herein upon commencing of each Billing Period. Each invoice shall itemize the Subscription and Subscription Term (s) invoiced. For a more detailed billing method, see ONEiO SaaS Service Description.

If Your payment process requires a purchase order ("PO") or PO-number to be submitted with Our invoice to You, it is Your responsibility to provide Us with a valid PO at least one week before the commencement of the next Billing Period. If We have not received your PO by the commencement of the next Billing Period, We will send You our invoice anyway. It is Your responsibility to submit the correct purchase order for Your invoice processing and payment.

If the payment of Our invoice is late for any reason that is not Our responsibility, the provisions of the second chapter of Section 2.2 below shall be applied.

- 2.2. **PAYMENT** All Subscription Fees and other amounts stated in the Subscription and payable herein shall be paid in full by You, in the currency stated in the Subscription Order, within thirty (30) days after the date of Our invoice to the bank account specified on the invoice. Any undisputed amounts not paid when due bear interest at a rate of 1% per month or the legal maximum interest rate ('Statutory Interest'), whichever is less.

In the event that You fail to pay any undisputed invoice when due, in addition to any other rights reserved hereunder, We reserve the right, upon seven days prior written notice, to suspend or limit Our performance until all past-due sums are paid. You shall also reimburse Us for direct costs incurred by Us in collecting undisputed late payments.

- 2.3. **TAX** Subscription Fees exclude taxes, duties, tariffs, and similar assessments. You agree to bear and pay all such charges imposed on Your use of the Service, excluding taxes on Our income. All amounts are exclusive of any VAT or other consumption taxes (collectively, "VAT"), and where VAT is chargeable, it will be payable by You. We may consider that You are established in the country where You have provided your VAT identification number.

Tax-exempt customers must provide a certificate of exemption before Subscription. If You are required to withhold any taxes, You must advise Us of this in writing before subscribing to the Service, and timely remit the withholding taxes to the authority, and deliver Us proof of remittance within 60- days of remittance.

- 2.4. **CUSTOMER SAFEGUARDS** You shall be responsible for: (i) protecting usernames and passwords and preventing and notifying Us of any unauthorized use; (ii) all Customer Data transmitted to the Service by You or Your integration counterparty; and (iii) using the Service lawfully, in compliance with the Agreement for Your own, or Your Affiliate's service management purposes and not for any other purposes.

If You exceed Your permitted use of the Service, You will purchase additional Subscriptions; or take other steps reasonably requested by Us. We may review Your use of the Service, and You shall provide reasonable assistance to verify Your compliance with the Terms.

- 2.5. **CONTROL OF THE SYSTEM** We are entitled to control Your and Your Integration counterparty's use of the Service and give instructions thereof to the extent and in the manner, this is regarded necessary at Our discretion to ensure that the quality of the Service can be maintained. We are not responsible for any delays caused by You or Your Integration counterparty.

- 2.6. **RESPONSIBILITY FOR DATA** You are responsible for and hold Us harmless of any claims concerning the Customer Data or the use thereof.

- 2.7. **RESTRICTIONS** You shall not (or permit others to): (i) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, or time share the Service or Documentation or make it available to a third party; (ii) create derivative works based on the Service or Documentation; (iii) disassemble, reverse engineer or decompile the Service, save to the extent permitted by law; (iv) use our Confidential Information gained through the Service or Documentation in order to build a competing product or service; (v) use or send viruses or other harmful computer code; (vi) interfere with the integrity of the Service or its data; or (vii) use or distribute material protected

by copyright or other intellectual property right (including the right of publicity and/or privacy) without first obtaining the permission of the owner.

### 3. SERVICE LEVEL COMMITMENT

#### 3.1. DEFINITIONS

Service Period means the time when the Service is available at the interface of the public network. The Service Period of the System is 24/7/365.

The Cut-Off Period is when the Service has not been available in the production environment at the public network interface.

Availability Rate is calculated for each Integration and entire calendar month by applying the Service Period and Cut-Off Period(s) rounded off to whole minutes. Availability Rate is calculated as follows:  $\text{Availability Rate} = (\text{Service Period} - \text{Cut-Off Period}) / \text{Service Period} \times 100$ .

- 3.2. **COMPENSATIONS** You are entitled to compensation if Your Availability Rate falls below the thresholds outlined in the table below for reasons attributable to Us. Compensation is calculated for each Calendar Month based on the Subscription Fee allocated to the relevant integration. The compensation shall be applied by deducting the compensation from Your next Subscription Fee payment.

Availability Rate	Compensation
Less than 99,9 %	3 %
Less than 99,0 %	5 %
Less than 98,0 %	10 %
Less than 97,0 %	20 %
Less than 95,0 %	40 %

### 4. TERM AND TERMINATION

- 4.1. **TERM OF SUBSCRIPTION AGREEMENT** Subscription commences on the Initiation Date and continues until terminated or expired. For applicable Subscription Term and termination please see the relevant Plan Specific terms in the ONEiO SaaS Service Description.

Except as expressly provided in the applicable Subscription, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal.

- 4.2. **TERM OF INTEGRATION AND TENANT** The Subscription Term and Billing Period of each Integration and Tenant commences on the Initiation Date and continues until terminated or expired. For applicable Subscription Term and termination please see the relevant Plan Specific terms in the ONEiO SaaS Service Description. Renewal of promotional or one-time priced Integration or Tenant will be at Our applicable list price in effect at the time of the applicable renewal.

- 4.3. **TERMINATION FOR CAUSE** Each party may terminate the Subscription for cause (i) upon 30 days of written notice to the other party of a material breach if such breach remains uncured at the expiration of such period or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 4.4. **REFUND OR PAYMENT UPON TERMINATION** If the Subscription is terminated in accordance with Section 4.3 by You, We will refund You any Subscription Fees covering the remainder of the term after the effective date of termination of the terminated Subscription. If we terminate the Subscription in accordance with Section 4.3, You will pay any unpaid Subscription Fees earned by Us at a time covering the then-effective Subscription. In no event will termination relieve You of Your obligation to pay any Subscription Fees payable to Us for the period prior to the effective termination date other than termination by You for cause as described in Section 4.3.
- 4.5. **DATA MANAGEMENT UPON TERMINATION** At any time during the Subscription Term, you can access the Customer Data retained in the Service and retrieve the configuration data of your integration from the Service. During the Subscription Term, You can also amend or delete at your discretion any of the user rights provided by you to the Service. Following the end of the Subscription Term, we shall retain a copy of your Customer Data and the configuration data (which you have not deleted from your account) for no longer than 30 days. During this 30-day period, we shall use commercially reasonable efforts to reactivate your Subscription, if you so request, or to provide such Customer Data or configuration data to you in a mutually-agreeable format. We shall delete all such data in Our systems within 30 days from the end of the Integration Subscription Term.
- 4.6. **SURVIVING PROVISIONS** Articles titled "Subscription," "Confidentiality and Non-Use," "Representations and Warranties," "Indemnification," "Limitations of Liability," "Refund or Payment upon Termination," "Data Management upon Termination," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of the Subscription.

## **5. CONFIDENTIALITY AND NON-USE**

- 5.1. **CONFIDENTIAL INFORMATION** Confidential information means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure: including, without limitation, each party's respective business plans and processes; financial and employee data; proprietary technology and product information and designs; Customer Data; and the terms of the Subscription. Without limitation, Our prices are Our Confidential Information. Without limitation, Customer Data is Your (and Your Integration counterparty's) Confidential Information.
- 5.2. Confidential Information (excluding Customer Data, which shall always constitute Your Confidential Information) excludes information that: (i) is or becomes generally known to the public; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party; (iii) is received from a third party without breach of any obligation to the Disclosing Party; (iv) was independently developed by the

Receiving Party; or (v) is Service usage metrics in an aggregated form and not attributable to the Disclosing Party or any other individual or company.

- 5.3. **PROTECTION** The Receiving Party shall (i) not disclose and shall use the same degree of care to protect the Disclosing Party's Confidential Information against unauthorized disclosure that it uses to protect its own Confidential Information (but in any event no less than reasonable care); and (ii) not use Confidential Information except to the extent necessary to receive or provide the Service and/or related services under these Terms. To the extent necessary under these Terms, each party may disclose Confidential Information of the other party to employees or subcontractors bound by written obligations of confidentiality and non-disclosure at least as protective as those set forth herein.
- 5.4. In the event of a court order or government regulation is compelling disclosure of any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice thereof and shall reasonably cooperate with the other party to seek confidential or other protective treatment but is permitted to disclose such Confidential Information. Each party's obligations outlined in this Article 5 shall remain in effect for three (3) years after termination of the Subscription. Each party will promptly return all Confidential Information of the other party in its possession or control upon request from the Disclosing Party.

## **6. REPRESENTATIONS AND WARRANTIES**

- 6.1. We represent and warrant that the Service will be performed professionally and skillfully in accordance with accepted industry standards and practices and in compliance with all applicable laws, rules, and regulations. Service will comply with all material requirements in the appropriate Subscription and will conform to all requirements and/or specifications herein. If We fail to comply with the foregoing warranty, We shall re-perform the Service in full conformance with the warranty requirements outlined in this Section. If We are unable to do so, then You may terminate the Service and receive a refund of any prepaid amounts for unperformed Service.
- 6.2. **NO HIGH-RISK USE** Service must not be used for controlling modes of human mass transportation, for controlling power production or chemical facilities, for controlling healthcare, finance, or defense systems, or for any other similar scenario (collectively, "High-Risk Use"). We disclaim any express or implied warranty of fitness for High-Risk Use. High-Risk use does not include the utilization of the Service for administrative purposes, to transmit engineering and/or configuration data, or for communication, the failure of which would not result in death, injury, or severe physical, financial, or environmental damage.
- 6.3. **EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTY, THE SERVICE IS PROVIDED AS-IS, WITH TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTY WHATSOEVER, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.**
- 6.4. **THIS ARTICLE 6 REPRESENTS OUR SOLE OBLIGATION AND YOUR SOLE REMEDY WITH RESPECT TO THE WARRANTY OUTLINED IN THESE TERMS.**



## 7. INDEMNIFICATION

- 7.1. **CLAIMS** We shall: (i) defend and indemnify You, Your officers, directors, authorized users, customers, and employees against any third-party suit, claim, action, or demand (“Claim”) alleging that the Service as used in accordance with these Terms infringes any law, patent, copyright, or trademark or other intellectual property of a third party; and (ii) pay any court-ordered award of damages or settlement amount, and reasonable attorney fees, arising from such Claim. If any portion of the Service becomes the subject of an infringement claim, We may: (a) obtain permission for Your continued use of the Service; (b) replace or modify the Service to avoid infringement, such update or replacement having substantially similar capabilities; or, if the foregoing (a) and (b) are not available on commercially reasonable terms, (c) terminate Your use of the Service, or the affected part thereof upon 30- days written notice, and refund the pro-rata portion of prepaid Subscription Fees covering the remainder of the Subscription Term after the date of termination.
- 7.2. Notwithstanding the above, We shall have no liability for any Claim to the extent it is arising from: (i) any use of the Service which exceeds the scope of the Service granted to You, or due to the content of Customer Data; (ii) the use of the Service by You which is not in compliance with applicable laws; (iii) use of the Service after We notify You in writing to discontinue use; or (iv) modifications to Service made or provided other than by Us; or (v) use of the Service in combination with any software, application or service made or provided other than by Us.
- 7.3. **YOUR OBLIGATION** You shall: (i) defend Us, Our officers, directors, and employees against any third party Claim alleging that the Customer Data infringes any law, patent, copyright, or trademark of a third party; and (ii) pay any and all damages and expenses associated with any such claim, including without court-ordered limitation award of damages or settlement amount, and reasonable attorney fees, arising from such Claim.
- 7.4. **PROCESS** The foregoing indemnity obligations are subject to the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and the indemnified party cooperating and, at the indemnifying party’s request and expense, assisting in such defense.
- 7.5. **THIS ARTICLE 7 STATES EACH PARTY’S ENTIRE LIABILITY AND THE OTHER PARTY’S EXCLUSIVE REMEDY FOR THIRD-PARTY INFRINGEMENT, CLAIMS, AND ACTIONS.**

## 8. LIMITATIONS OF LIABILITY

- 8.1. **YOUR RESULTS** You assume sole responsibility for results obtained from the use of the Service and any conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information or instructions provided by You to Us in connection with the Service or any actions taken by Us at Your direction.
- 8.2. **LIMITATION IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF OUR RESPECTIVE AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICE GIVING RISE TO**

THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT EITHER PARTY'S LIABILITY ARISING OUT OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT OR YOUR AND YOUR AFFILIATES' OBLIGATIONS TO PAY THE SUBSCRIPTION FEES.

- 8.3. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.4. Limitations Period Except for claims arising out of clause 2.2 PAYMENT above, neither party may bring an action arising out of or in connection with this Agreement more than one (1) year after the cause of action has accrued.

## 9. GENERAL PROVISIONS

- 9.1. **ASSIGNMENT** Neither party may assign its rights or obligations under a Subscription, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, either party may (i) in connection with a merger, reorganization, or sale of all or substantially all of the assets or equity of such party, assign its Subscription in its entirety to such party's successor without the other party's consent; and (ii) assign its Subscription in its entirety (or in part) to its Affiliate. These Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.
- 9.2. **NOTICES** Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery, (ii) when received by the addressee, if sent by a nationally recognized overnight courier (receipt requested), or (iii) the first business day after sending by confirmed email; provided that e-mail shall not be sufficient for notices of termination or a Claim unless the recipient confirms receipt thereof. Notices shall be sent to the address set forth on the applicable Subscription or to the address that a party has notified to be the party's address for this Section.
- 9.3. **GOVERNING LAW** These Terms shall be interpreted and construed in accordance with the laws of the country stated in the table below, without regard to conflict of law principles.

	<b>You are domiciled in:</b>	<b>Governing Law:</b>	<b>Venue of Arbitration:</b>
A	England, Scotland, Wales, Ireland, Northern Ireland, Canada, Australia.	England and Wales	London
B	USA	New York, USA	New York, NY

C	Any other country than listed above at A or B.	Finland	Helsinki
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- 9.4. **SETTLEMENT OF DISPUTES** All disputes arising out of or in connection with these Terms shall be settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. The place of arbitration shall be the city stated in the table above in Section 9.3. The language of the arbitration proceedings shall be English.

Notwithstanding the preceding paragraph in this Section 9.4, claims for non-payment of monetary charges may be resolved in the courts of the respondent's place of domicile if the respondent does not contest its payment obligation.

The award of arbitration shall be final and binding upon both parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in an action to enforce these Terms shall be entitled to the costs of bringing the claim and to reasonable attorneys' and experts' fees and expenses. Notwithstanding the foregoing, either party may also seek and obtain appropriate relief in any court of competent jurisdiction for claims regarding either party's intellectual property rights and Confidential Information.

- 9.5. **FORCE MAJEURE** Neither party shall be liable for delay and damage caused by an impediment beyond the party's control and which the party could not have reasonably taken into account at the time of conclusion of the Subscription and whose consequences the party could not reasonably have avoided or overcome. Such force majeure events shall include, if not proven otherwise, inter alia, war or insurrection, natural catastrophe, interruptions in general data communication or supply of electricity, import or export embargo.

Strike, lockout, boycott, and other similar industrial action shall also be a force majeure event, if not proven otherwise, when the party concerned is the target of such an action. A force majeure event suffered by a subcontractor of a party shall also be considered a force majeure event in relation to the party if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time.

Without delay, each party shall inform the other party in writing of a force majeure event and the termination. The party suffering a force majeure event shall use reasonable efforts to mitigate against the effects of such a force majeure event. If a force majeure event continues for ten days or more, the other party may terminate the Subscription on written notice to the party suffering a force majeure.

- 9.6. **PROTECTION OF CUSTOMER DATA** We shall maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Customer Data in compliance with the General Data Protection Regulation and other applicable privacy laws and, in addition, as described in ONEiO Data Processing Agreement. These safeguards will include, but will not be limited to, measures for preventing access, use, modification, or disclosure of Customer Data by Our personnel except (a) to provide the Service, including to prevent or address service or technical problems, (b) as compelled by law, or (c) as You expressly request or permit Us to do in writing.

Except concerning a Free Trial, to the extent that We process any Personal Data contained in the Customer Data, on Your behalf, in the provision of the Service, the

terms of the ONEiO Data Processing Agreement, which is hereby incorporated by reference, shall apply and the parties agree to comply with such terms.

- 9.7. **UPDATES AND AMENDMENTS** We are entitled to amend the Service, including the terms of the Subscription, from time to time so long as such amendment applies equally to all of Our subscribers and/or customers or the relevant subset thereof. We shall notify (“Change Notice”) You at least 45 days prior to implementation of any change to the Service that is likely to decrease the value of the Service to You. If You object to such change within 30 days from the Change Notice, We shall postpone the implementation of the change to You for up to 120 days from the Change Notice if that is technically and commercially feasible. No amendment to these Terms, other than by the Change Notice referred to above, shall be effective, unless made by a written instrument properly signed by both parties, which is expressly amending certain provisions of these Terms.
- 9.8. **OWNERSHIP; GRANT OF RIGHTS** As between Us and You, all rights, title, and interest in and to all intellectual property rights in the Service and Documentation are owned exclusively by Us. Except as provided in this Agreement, We shall not grant You any rights, express or implied, or ownership in the Service, Documentation, or any intellectual property rights. We shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to use or incorporate into the Service, Documentation, and related services any suggestions, enhancements, recommendations, or other feedback provided by You or Your users relating to the Service, Documentation or related services. As between Us and You, all rights, title, and interest in and to all Customer Data are owned exclusively by You, and as such, we shall not make any use of any such Customer Data for any purpose other than operating the Service.
- 9.9. **RELATIONSHIP OF THE PARTIES** The parties are independent contractors. Nothing in these Terms shall be construed to create a partnership, joint venture, or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind, expressed or implied, in the name of or on behalf of the other party.
- 9.10. **THIRD-PARTY BENEFICIARIES** The Subscription shall not provide or create any third-party beneficiary rights.
- 9.11. **WAIVER** No failure or delay by either party in exercising any right under these terms will constitute a waiver of that right.
- 9.12. **SEVERABILITY** If any provision of these terms is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these terms will remain in effect.
- 9.13. **SUBCONTRACTING** We may at any time subcontract or delegate any or all of Our obligations under the Subscription to a third party. However, We shall remain liable to You for any and all services provided by such third party.

# ONEiO SAAS SERVICE DESCRIPTION

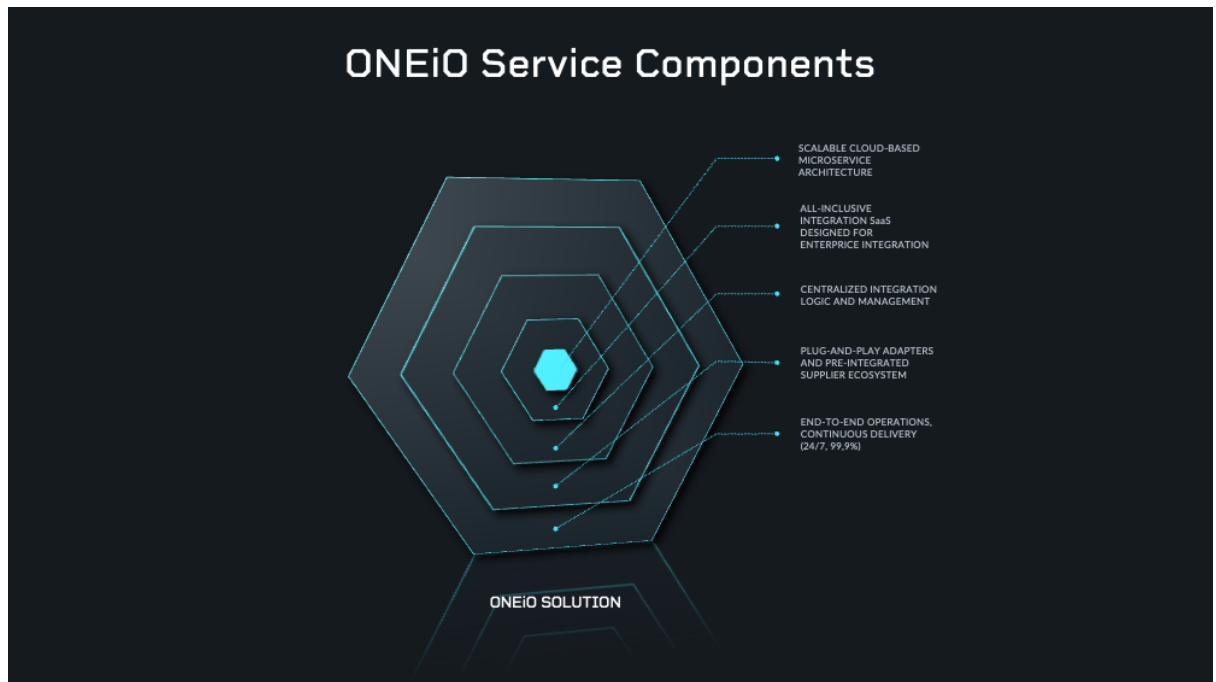
Dated: May 28, 2024

## What is included in ONEiO SaaS Subscription?

ONEiO is a cloud-based integration service that contains components to manage and run enterprise-grade, high-availability, and secure integrations. The service is based on our proprietary Integration Automation Platform and is delivered as a continuous service with 24/7/365 end-to-end monitoring and without any maintenance breaks.

ONEiO service includes several different Subscription Plans that you can subscribe. The features of your ONEiO subscription depend on the selected subscription plan. Subscription-specific details can be found in this document in the *Plan Specific Terms* section.

## 1. ONEiO SAAS SERVICE COMPONENTS



ONEiO CONSISTS OF:

### Core (runtime)

All needed integration infrastructure, applications, adapters, and supplier connections.

- 24/7 monitoring
- High-availability for end-to-end
- No maintenance breaks

### Configuration Tools

Integration management and control tools via a browser-based user interface.

Tools for centralized integration management:

- Fast and easy integration implementations via no-code configuration
- Easy troubleshooting
- Integration change management

## 2. CORE INTEGRATION CAPABILITIES

### Inbound messaging

For inbound, ONEiO supports push and pull mechanisms.

For push, ONEiO has high-availability receivers that can be used to send events.

For pull, ONEiO can be configured to query an API, FTP/sFTP/FTPS, database, or email for new events. Polling of an API is equipped with overlapping intelligence that prevents duplicate events from being created.

All inbound messages are sent to message processing in the order that ONEiO receives them.

### Supported technologies

- REST/JSON(XML)
- SOAP/XML
- FTP/sFTP/FTPS (XML, JSON, CSV)
- Email

### Inbound authentication

The following mechanisms are available for inbound authentication

- HTTP Basic
- URL token
- OAuth2

### Inbound Attachment handling

ONEiO supports inbound inline attachments and can query the attachments separately after a message is received. Maximum file size for attachment processing is 50MB.

### Message processing

ONEiO uses rule-based message processing. Rules can contain delay logic that changes the order of outbound messages. Detailed up-to-date features are defined in ONEiO Help Center.

### Queuing

All message processing is asynchronous. Message processing pipelines have inbound processing(receivers), message processing(broker), and outbound processing queues.

### Outbound messaging

Supported technologies

- REST/JSON(XML)
- SOAP/XML
- FTP/sFTP/FTPS (XML, JSON, CSV)
- Email

#### **Outbound authentication**

Following mechanisms are available for outbound authentication

- HTTP Basic
- OAuth2
- (Mutual) SSL certificate authentication
- SOAP Username token authentication
- Token authentication
- HMAC Authentication

#### **Outbound Attachment handling**

ONEiO supports outbound inline attachments and can upload the attachments separately while processing the outbound message.

### **3. MAINTENANCE AND MONITORING**

**APPLICATION UPGRADES.** “Application Upgrade” is a modification to the Service for repair or enhancement. We shall determine how and when to develop and release Application Upgrades. All repair Upgrades are provided to You at no additional fee during the Subscription Term. We may, at Our sole discretion, provide any new functionality as an enhancement Upgrade or as part of a new optional service for a separate fee.

#### **System monitoring**

ONEiO monitors the overall system and its performance 24/7/365. ONEiO Operations Team conducts the monitoring. In case of an issue, ONEiO Operations Team will notify the affected party’s Subscription Owner immediately. The system’s status information is available in ONEiO Help Center’s Community’s Service Status section.

#### **Integration monitoring**

ONEiO provides notification information from integration-related events automatically. These events are notified by email to the email addresses set by the Subscription Owner in the User Interface.

### **4. USER INTERFACE (APP)**

ONEiO User Interface is the console where your integrations can be viewed and configured and managed. The Subscription Owner automatically has access to ONEiO User Interface. The Subscription Owner is entitled to create additional users in the User Interface. The amount of additional user accounts is not limited.



The user interface consists of the following features. (Detailed and up-to-date list of User Interface features is available in ONEiO Help Center.)

### **Message Feed**

The message feed is a real-time view of the message flow in a customer's subscription. Customers can monitor the traffic and search for particular messages. The feed consists of three steps; received message (inbound), message processing (ONEiO), and message(s) sent out (outbound).

### **Routing Rule view**

The Routing rule view represents all routing rules the subscription contains and allows rules to be accessed for viewing and editing.

### **Endpoint view**

The endpoint's main view visualizes all endpoints connected to the subscription in ONEiO. The endpoints are arranged circularly around a center point representing ONEiO. This view is used for up to 16 endpoints and is the default layout. If your subscription has more than 16 endpoints, the view will automatically change to a list view presenting a list of your endpoints.

### **Subscription settings**

Subscription settings contain information about the subscription and its state. The views vary depending on the plan selected.

### **User settings**

User settings contain functionalities to control and view user-specific settings.

## **5. TECHNICAL SUPPORT**

During the Subscription Term, We shall resolve problems causing the Service not to conform to the Documentation. Our Technical Support does not include implementation services, configuration services, help desk, or integration services carried out by You or a third party (e.g., Our reseller). Before submitting any Support request, You are encouraged to consult the official ONEiO SaaS Service Description and specifications at [oneio.cloud](https://oneio.cloud) or any successor site ("Documentation") to determine if the support issue has been addressed. Support levels might vary according to your Subscription Plan. See Plan Specific Terms to see the default support level of your Subscription Plan.

All support will be provided in the English language unless agreed otherwise.

### **5.1 ONEiO BASIC Support Plan**

ONEiO Basic support plan includes access to self-help/self-service resources, such as ONEiO Help Center, Service Status Page, and Community.

### **5.2 ONEiO SILVER Support Plan**

ONEiO Silver support plan includes email Support, and access to the ONEiO Help Center, Service Status Page, and Community.

**Help Center / Community contains the following resources available to you:**

- Access to Technical content for ONEiO Subscribers
- Endpoint Type Tutorials
- Integration Guides and Best Practices, etc
- ONEiO Service Status
- Community access for ONEiO Subscribers to engage in discussions
  - o to Submit Feature Requests
  - o to follow Feature Release Announcements

**Email Ticket Support**

- Ticket-based support to work with ONEiO Support Integration Engineers to resolve your product questions

**Initial Response Times**

- We will acknowledge with an initial response to a new ticket within 4 hours of submission during Business Support Hours of Monday - Friday, 9:00 - 17:00 EET/EEST.

**5.3 ONEiO GOLD Support Plan**

ONEiO Gold support plan includes all services from the ONEiO Silver Support plan, plus the following:

- Support in your local time zone Monday - Friday 9:00 - 17:00 (up to US Eastern time, EST)
- Named focal point of contact

**5.4 ONEiO PREMIUM Support Plan**

ONEiO Premium Support plan is a custom tailored Support Plan offering matching to your specific needs.

## PLAN SPECIFIC TERMS

The subscription plan determines the features available in your subscription. The selected plan is defined in the SaaS Subscription Order.

### 1. FREE TRIAL

- 1.1. If You register on Our website for a free trial, We will make the Service available to You on a trial basis free of charge as outlined below and until the earlier (a) the end of the free trial period of 14 days, (b) the start date of any paid Subscriptions ordered by You, or (c) termination by Us at Our sole discretion.

Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

- 1.2. CUSTOMER DATA. ANY DATA YOU ENTER INTO THE SERVICE AND ANY CUSTOMIZATION OR CONFIGURATION MADE TO THE SERVICE BY OR FOR YOU DURING YOUR FREE TRIAL MAY BE PERMANENTLY DELETED UNLESS YOU SUBSCRIBE TO THE SERVICE OR EXPORT SUCH DATA BEFORE THE END OF THE TRIAL PERIOD.

- 1.3. NO WARRANTY. NOTWITHSTANDING MASTER AGREEMENT SECTIONS 6, 7 and 8 (REPRESENTATIONS AND WARRANTIES, INDEMNIFICATIONS AND LIMITATIONS OF LIABILITY), DURING THE FREE TRIAL THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OR LIABILITY.

- 1.4. Service Uptime Commitment. No Service Uptime Commitments apply to Free Trial.

- 1.5. Limits.

- The number of messages made available is 1.000.
- The number of endpoints is limited to 7. Only the Endpoint types listed from time to time in our self-service endpoint types list are available for Free Trial.
- Both Production and QA environments are made available.

- 1.6. Modifications to the Service. We have complete freedom to make any modifications to the Service. We have no obligation to notify you of such changes.

- 1.7. Customer Support. Only self-service support through our Help Center and Support Forums are made available.

- 1.8. Protection of personal data. Our Data Processing Agreement does not apply to Free Trial. Therefore, you should not add any personal data to the Service when using Free Trial.

- 1.9. Amendments to Terms of Service. We have complete freedom to make any modifications to the Terms of Service. We have no obligation to notify You of such changes.

- 1.10. Publicity. We shall not publish the identities of our Free Trial users.

Please review the applicable Service Description during the trial period to become familiar with the features and functions of the Service before You make Your subscription.

## 2. FREE PLAN

- 2.1. If Your ONEiO Account is set to Free Plan, We will make the Service available to You free of charge as outlined below on a monthly basis until terminated by You or Us at Our sole discretion.

Additional terms and conditions for Free Plan may appear on the appropriate web page. Any such additional terms and conditions are incorporated into Your Subscription by reference and are legally binding.

- 2.2. CUSTOMER DATA. ANY DATA YOU ENTER INTO THE SERVICE AND ANY CUSTOMIZATION OR CONFIGURATION MADE TO THE SERVICE BY OR FOR YOU DURING THE FREE PLAN MAY BE PERMANENTLY DELETED UNLESS YOU SUBSCRIBE TO THE SERVICE OR EXPORT SUCH DATA BEFORE THE END OF THE FREE PERIOD.
- 2.3. NO WARRANTY. NOTWITHSTANDING MASTER AGREEMENT SECTIONS 6, 7 and 8 (REPRESENTATIONS AND WARRANTIES, INDEMNIFICATIONS AND LIMITATIONS OF LIABILITY), DURING THE FREE TRIAL THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OR LIABILITY.
- 2.4. Service Uptime Commitment. No Service Uptime Commitments apply to Free Plan.
- 2.5. Limits.
- The number of messages (message quota) made available is 40 per month. The Message quota period starts from the initiation day of the plan.
  - The number of endpoints is limited to 4. Only the endpoint types listed from time to time in our self-service endpoint types list are available for Free Plan.
  - Only the Production environment is made available for Free Plan.
- 2.6. Modifications to the Service. We have full freedom to make any modifications to the Service. We have no obligation to notify you of such changes.
- 2.7. Customer Support. Only self-service support through our Help Center and Support Forums are made available.
- 2.8. Protection of personal data. Our Data Processing Agreement does not apply to Free Plan. You should not insert any personal data into the Service when using Free Plan.
- 2.9. Amendments to the Terms of Service. We have full freedom to make any modifications to the Terms of Service. We have no obligation to notify You of such changes.
- 2.10. Publicity. We shall not publish the identities of our Free Plan users.

### 3. STARTER PLAN

- 3.1. Limits.
  - The number of messages (message quota) made available in the Starter Plan is 200 per month. The Message quota period starts from the initiation day of the plan.
  - The number of endpoints is limited to 4. Only the endpoint types listed from time to time in our self-service endpoint types list are available for Starter Plan.
  - Only the Production environment is made available for Starter Plan.
- 3.2. Subscription Term. The Starter Plan Subscription Term is one month. Each Subscription Term shall renew automatically until terminated by You or Us.
- 3.3. Non-renewal notice. Your non-renewal notice period deadline is 24 hours before the end of the current billing period. Our non-renewal notice period is 30 days.
- 3.4. Modifications to Service. We have full freedom to develop and make any modifications to the Service. We have no obligation to notify You of such changes.
- 3.5. Customer Support. Only support level Basic is available for the Starter plan.
- 3.6. Subscription Fees, Flat Rate Fees, and Billing periods. Starter Plan Subscription Fee is defined on the pricing page at [oneio.cloud](https://oneio.cloud). The subscription fee is charged monthly in advance from your credit card.  
Flat-rate integrations are not available in Starter Plan.
- 3.7. Payment methods. Only payment by credit card is available. For more information on how we are charging Your credit card, see 'About credit card payments.
- 3.8. Representations and Warranties. WITHOUT LIMITING OUR OBLIGATIONS IN THE 'PROTECTION OF CUSTOMER DATA' AND 'SERVICE LEVEL COMMITMENT' SECTIONS OF THE MASTER AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, SECURITY, OR ACCURACY OF THE SERVICE.
- 3.9. Amendments to Terms of Service. We have complete freedom to make any modifications to the Terms of Service. We will notify you of such changes only if separately agreed upon.

### 4. PROFESSIONAL PLAN

- 4.1. Limits.
  - The number of messages (message quota) made available in Professional Plan is 1.000 per month. The Message quota period starts from the initiation day of the plan.
  - The number of endpoints is limited to 7. All endpoint types available in the Service are also available in the Professional Plan.
  - Only the Production environment is made available for the Professional Plan.
- 4.2. Subscription Term. The Professional Plan Subscription Term is one month. Subscription Term shall renew automatically until terminated by You or Us.
- 4.3. Non-renewal notice. Your non-renewal notice period deadline is 24 hours before the end of the current billing period. Our non-renewal notice period is 30 days.
- 4.4. Downgrades. You can downgrade your Professional Plan to a Starter Plan monthly at the end of the Subscription Term by giving us a Non-renewal notice in accordance with section 4.3 above.

- 4.5. Modifications to the Service. We have full freedom to develop and make any modifications to the Service. We have no obligation to notify you of such changes.
- 4.6. Customer Support. The Basic support level is included in the Professional Plan. However, you can purchase an alternative support package to your Professional Plan at the agreed-upon price and terms.
- 4.7. Subscription Fees, Flat Rate Fees, and Billing periods. The Professional Plan Subscription Fee is defined on the pricing page at oneio.cloud. The Subscription Fee is charged monthly in advance from your credit card.  
Flat-rate integrations are not available in Professional Plan.
- 4.8. Payment methods. Only payment by credit card is available. For more information on how we charge your credit card, see 'About credit card payments.'
- 4.9. Representations and Warranties. WITHOUT LIMITING OUR OBLIGATIONS IN THE 'PROTECTION OF CUSTOMER DATA' AND 'SERVICE LEVEL COMMITMENT' SECTIONS OF THE MASTER AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, SECURITY, OR ACCURACY OF THE SERVICE.
- 4.10. Amendments to Terms of Service. We have full freedom to make any modifications to the Terms of Service. We will notify you of such modifications via email if you have enlisted to receive change notices.

## 5. ENTERPRISE PLAN

- 5.1. Limits
  - The number of messages (message quota) made available in the Enterprise Plan is defined in the SaaS Subscription Order. The Message quota period is always a calendar month.
  - The number of endpoints is unlimited. All endpoint types available in the Service are also available in the Enterprise Plan. New endpoint types are available upon request without additional cost.
  - Production and Quality Assurance (QA) environments are available for Enterprise Plan.
  - The default support level for the Enterprise plan is Silver.
- 5.2. Subscription Term. The Enterprise Plan Subscription Term is, by default, 12 months. After the period, the Subscription Term shall renew automatically until terminated by You.
- 5.3. Non-renewal notice. The non-renewal notice period for each party is 30 days before the end of the current term. We must receive the non-renewal notice before the end of the Non-renewal notice period.
- 5.4. Downgrades. You can downgrade your Enterprise Plan to a Professional Plan, Starter Plan, or Free plan at the end of the Subscription Term by giving us a Non-renewal notice thereof in accordance with section 5.3 above.
- 5.5. Modifications to Service. We have full freedom to develop and make any modifications to the Service. We have no obligation to notify you of such changes.
- 5.6. Customer Support. Silver support is included in the Enterprise Plan. However, you can purchase alternative support services to your Enterprise Plan at the price and terms to be agreed upon separately.

- 5.7. Subscription Fee and Billing periods. The Enterprise Plan Subscription Fee is defined in the SaaS Subscription Order. The Subscription Fee is invoiced annually in advance.
- 5.8. Flat-Rate Fees and Billing periods. Flat-rate integrations are available in Enterprise Plan. A Flat-rate integration fee is defined in the SaaS Subscription Order. A Flat-rate integration fee is invoiced annually in advance.
- 5.9. The Flat-rate integration term does not follow the term of the SaaS Subscription. The Flat-rate integration period starts when an active integration is set as Flat-rate. Flat-rate integration does follow the same term and non-renewal policy as the SaaS Subscription.
- 5.10. Payment method. The Enterprise plan fees are invoiced using electronic invoicing.

## **6. SERVICE PROVIDER PLAN**

- 6.1. Limits
  - The number of messages (message quota) made available in the Service Provider Plan is defined in the SaaS Subscription Order. The message quota period is always a calendar month.
  - The number of Tenants is unlimited. Only Integrations with Service Provider Endpoint Type as source or target are allowed in a Tenant.
  - The number of endpoints within a Tenant is unlimited. All endpoint types available in the Service are also available in the Service Provider Plan. New endpoint types are available upon request without additional cost.
  - Production and Quality Assurance (QA) environments are available for each Tenant in Service Provider Plan.
  - The default support level for Service Provider Plan is Silver.
- 6.2. Subscription Term. Service Provider Plan Subscription Term is, by default, 12 months. After the period, the Subscription Term shall renew automatically until terminated by You.
- 6.3. Non-renewal notice. The non-renewal notice period for each party is 30 days before the end of the current term. We must receive the non-renewal notice before the end of the Non-renewal notice period.
- 6.4. Downgrades. You can downgrade your Service Provider Plan to Enterprise Plan, Professional Plan, Starter Plan, or Free plan at the end of the Subscription Term by giving us a Non-renewal notice thereof in accordance with section 6.3 above. Configuration work for migrating existing configurations to the downgraded plan is not included in the Service Provider Plan.
- 6.5. Modifications to Service. We have full freedom to develop and make any modifications to the Service. We have no obligation to notify you of such changes.
- 6.6. Customer Support. Silver support is included in the Service Provider Plan. However, you can purchase an alternative support package to your Service Provider Plan at the price and terms to be agreed upon separately.
- 6.7. Subscription Fee and Billing periods. Service Provider Plan Subscription Fee is defined in the SaaS Subscription Order. The Subscription Fee is invoiced 12 months in advance.
- 6.8. Flat-Rate Tenant Fees and Billing periods. Flat-rate Tenants are available in the Service Provider Plan. A flat-rate Tenant fee is defined in the SaaS Subscription Order. A flat-rate integration fee is invoiced annually in advance.

- 6.9. The Flat-Rate Tenant term does not follow the term of the SaaS Subscription. The Flat-rate Tenant period starts when the Tenant is set as a Flat-rate. The Flat-rate Tenant does follow the same term and non-renewal policy as the SaaS Subscription.
  - 6.10. Payment methods. Only payment by invoice is available.
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# ONEiO DATA PROCESSING ADDENDUM

Dated: Feb 24, 2023

This data processing addendum (“**Addendum**”) is effective as of February 24, 2023 (the “**Addendum Effective Date**”) by and between Oneio Cloud Corporation, (“**We**”, “**Us**” or “**Our**”) and the customer to the service (“**Customer**”).

This Addendum supplements the ONEiO SaaS Master Terms, as updated from time to time between the Customer and Us, or other agreement between Customer and Us, governing Customer’s use of the Service (the “**Agreement**”).

## 1. DEFINITIONS

Unless otherwise defined in this Addendum or in the Agreement, all capitalised terms used in this Addendum will have the meanings given to them below:

- 1.1. “Applicable Data Protection Law” means all laws and regulations applicable to and binding on the processing of Customer Data by a party, including, as applicable, the GDPR and the UK Data Protection Act 2018.
- 1.2. “GDPR” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).
- 1.3. “Location” means the data centre facilities, servers, networking equipment, and host software systems that are used to provide the Service.
- 1.4. “ONEiO Security Standards” means the security standards attached to this Addendum as Schedule 1.
- 1.5. “Personal Data” means the personal data, as defined in the Applicable Data Protection Law, that is forming part of the Customer Data.
- 1.6. “Personal Data Breach” means a breach of security leading to destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed, which is adverse to this DPA or Applicable Data Protection Law.
- 1.7. “Post-Termination Period” means the 30 days period following the Termination Date in which Customer can retrieve Customer Data from the Service.
- 1.8. “Processing” has the meaning given to it in the Applicable Data Protection Law and “process”, “processes” and “processed” will be interpreted accordingly.
- 1.9. “Sub-Processor” means a data processor acting on behalf of Us.

## 2. DATA PROCESSING

- 2.1. **Scope and Roles.** This Addendum applies when We are processing Personal Data that is included in the Customer Data. In this context, We will act as “processor” to the Customer, who may act either as “controller” or “processor” with respect to Personal Data (as each term is defined in the GDPR).
- 2.2. **Details of Data Processing.**

- a) **Subject matter.** The subject matter of the data processing under this Addendum is the Personal Data that is forming part of the Customer Data.
  - b) **Duration.** Data processing under this Addendum continues for the duration of the Agreement and the Post-Termination period. Each piece of Customer Data is processed 30 days only, unless otherwise expressly agreed with the Customer. The Customer can delete all Customer Data at any time in the Service.
  - c) **Nature of processing.** Instant and automatic transmission of messages between two integrated data systems chosen by the Customer. Transmitted messages are stored in the Service for 30 days for message conversation view. Data transmission is carried out automatically in accordance with the configuration provided by the Customer from time to time.
  - d) **Purpose.** The purpose of the data processing is to enable communication between two different data systems.
  - e) **Type of Personal Data.** The Personal Data is comprised of person and system identification data (e.g. name, phone number, email address, office location, login information) included in the Customer Data, as determined by the Customer from time to time. No special categories of personal data (GDPR art. 9) is processed.
  - f) **Categories of data subjects.** The data subjects may include the personnel and customers of the Customer and Customer's integration counterparty, as well as the personnel of their customers and suppliers.
- 2.3. **Compliance with Laws.** Each party will comply with all laws, rules and regulations applicable to it and binding on it in the performance of this Addendum. We have no reason to believe that the legislation applicable to us or our Sub-Processors prevents us or our sub-processors from fulfilling Customer's instructions or our obligations under this DPA. If we are notified by any of our Sub-Processors, or otherwise learn, of any change in legislation which is likely to have a substantial adverse effect on our ability or the ability of our Sub-Processors to preserving our data protection obligations, we will (a) promptly notify Customer of such change, (b) make and present to Customer as soon as possible a plan to overcome such adverse effects and (c) allow Customer to promptly terminate and be refunded the relevant Integration Subscriptions.
- 2.4. **Access or Use.** We will not access or use Customer Data, except as necessary to maintain or provide the Service, or as necessary to comply with the law or binding order of a governmental body.

### 3. CUSTOMER INSTRUCTIONS

We will process Personal Data only in accordance with Customer's instructions. The parties agree that this Addendum is Customer's complete and final documented instruction to Us in relation to Personal Data. Additional instructions outside the scope of this Addendum (if any) require prior written agreement between Us and Customer, including agreement on any additional fees payable by Customer to Us for carrying out such instructions. Customer is entitled to terminate this Addendum and the Agreement if We decline to follow instructions requested by Customer that are outside the scope of, or changed from, those given or agreed to be given in this Addendum. Customer shall ensure that its instructions comply with all laws, rules and regulations applicable in relation to the Personal Data, and that the processing of Customer Data in accordance with Customer's instructions will not cause Us to be in breach of the Applicable Data Protection Law. If we will notice that the compliance with Customer's instructions would infringe the Applicable Data Protection Law, we will inform Customer, unless prohibited by applicable law.

## 4. CONFIDENTIALITY OF CUSTOMER DATA

We will not disclose Customer Data to any government or any other third party except as necessary to comply with the law or a valid and binding order of a law enforcement agency. If a law enforcement agency sends Us a demand for Customer Data, We will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, We may provide Customer's basic contact information to the law enforcement agency. If we are compelled to disclose Customer Data to a law enforcement agency, then We will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless We are legally prohibited from doing so.

## 5. CONFIDENTIALITY OBLIGATIONS OF OUR PERSONNEL

We restrict Our personnel from processing Customer Data without authorisation by Us as described in the ONEiO Security Standards. We impose appropriate contractual obligations upon Our personnel, including relevant obligations regarding confidentiality, data protection and data security.

## 6. SECURITY OF DATA PROCESSING

- 6.1. We have implemented and will maintain the technical and organisational measures for the Service as described in the ONEiO Security Standards and this Section of this Addendum. In particular, We have implemented and will maintain the following technical and organisational measures:
- a) security of the Service as set out in Section 1.1 of the ONEiO Security Standards;
  - b) physical security of the facilities as set out in Section 1.2 of the ONEiO Security Standards;
  - c) measures to control access rights for Our employees and contractors in relation to the Service as set out in Section 1.1 of the ONEiO Security Standards; and
  - d) processes for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures implemented by Us as described in Section 2 of the ONEiO Security Standards.

## 7. SUB-PROCESSING

- 7.1. **Authorised Sub-processors.** Customer agrees that We may use sub-processors to fulfil Our contractual obligations under this Addendum or to provide certain services on Our behalf, such as providing infrastructure and database services. Our current sub-processors that are engaged by Us to carry out specific processing activities on behalf of the Customer are set forth in Annex 2. At least 45 days before We engage any new sub-processor to carry out specific processing activities on behalf of Customer, We will issue the Customer a Change Notice as provided in the Agreement. Customer hereby consents to Our use of sub-processors as described in this Section. Except as set forth in this Section, or as Customer may otherwise authorise, We will not permit any sub-processor to carry out specific processing activities on behalf of Customer.
- 7.2. **Sub-processor Obligations.** If We authorise any sub-processor as described in Section 7.1 above:

- a) We will restrict the sub-processor's access to Customer Data only to what is necessary to maintain the Service or to provide the Service to Customer in accordance with the Documentation, We will prohibit the sub-processor from accessing Customer Data for any other purpose;
- b) We will enter into a written agreement with the sub-processor and, to the extent that the sub-processor is performing the same data processing services that are being provided by Us under this Addendum, We will impose on the sub-processor the same contractual obligations that We have under this Addendum; and
- c) We will remain responsible for Our compliance with the obligations of this Addendum and for any acts or omissions of the sub-processor that cause Us to breach any of Our obligations under this Addendum.

## 8. DATA SUBJECT RIGHTS

Taking into account the information available to Us, We may provide reasonable assistance to the Customer in responding to requests for exercising the rights of data subjects where the Customer does not have the needed information. We are entitled to charge the Customer for costs and expenses that are incurred as a result of complying with this Section 8.

## 9. SECURITY BREACH NOTIFICATION

- 9.1. **Security Incident.** If We become aware of a Security Incident, We will, without undue delay: (a) notify Customer of the Security Incident; and (b) take reasonable steps to mitigate the effects and to minimise any damage resulting from the Security Incident.
- 9.2. **Our Assistance.** To assist Customer in relation to any personal data breach notifications Customer is required to make under the GDPR, We will include in the notification under section 9.1(a) such information about the Security Incident as We are reasonably able to disclose to Customer, taking into account the nature of the Service, the information available to Us, and any restrictions on disclosing the information, such as confidentiality.
- 9.3. **Unsuccessful Security Incidents.** Customer agrees that:
  - a) an unsuccessful Security Incident will not be subject to this Section 9. An unsuccessful Security Incident is one that results in no unauthorized access to Customer Data or to any of Our equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents; and
  - b) Our obligation to report or respond to a Security Incident under this Section 9 is not and will not be construed as an acknowledgment by Us of any fault or liability with respect to the Security Incident.
- 9.4. **Communication.** Notification(s) of Security Incidents, if any, will be delivered to one or more of Customer's administrators by any means We select, including via email. It is Customer's sole responsibility to ensure that Customer's administrators maintain accurate contact information on the management console of the Service at all time.
- 9.5. **Privacy Impact Assessment and Prior Consultation.** The information made available by Us under Section 10 is intended to assist Customer in complying with Customer's obligations under the GDPR in respect of data protection impact assessments and prior consultation.

## 10. CERTIFICATIONS AND AUDITS

- 10.1. **ISO-Certification.** We are certified under ISO 27001, and undertake to maintain an information security program for the Service that complies with the ISO 27001 standards or such other alternative standards as are substantially equivalent to ISO 27001.
- 10.2. **Audits.** We use external auditors to verify the adequacy of the security measures of the Service. These audits: (a) will be performed at least annually; (b) will be performed by independent third-party security professionals at Our selection and expense; and (c) will result in the generation of an audit report (“Report”), which will be Our Confidential Information. Such Reports will be made available to Customer subject to a mutually agreed upon non-disclosure agreement covering the Report (an “NDA”).
- 10.3. **Audit Reports.** At Customer’s written request, We will provide Customer with a confidential Report so that Customer can reasonably verify Our compliance with Our obligations under this Addendum. The Report will constitute Our Confidential Information under the confidentiality provisions of the Agreement or the NDA, as applicable.
- 10.4. **Customer’s Independent Determination.** Customer is responsible for reviewing the information made available by Us relating to data security and making an independent determination as to whether the Service meets Customer’s requirements and legal obligations as well as Customer’s obligations under this Addendum.
- 10.5. **Customer Audits.** Customer agrees to exercise any right it may have to conduct an audit or inspection by instructing Us to carry out the audit described in Section 10.2. If Customer wishes to change this instruction regarding the audit, then Customer has the right to request a change to this instruction by sending Us written notice as provided for in the Agreement. If We decline to follow any instruction requested by Customer regarding audits or inspections, Customer is entitled to terminate this Addendum and the Agreement.

## 11. PROCESSING LOCATION(S)

Customer may choose from the available Location(s) where Customer Data will be processed (Schedule 2, Locations and Sub-Processors). Once Customer has made its choice, We will not process Customer Data outside of the Customer’s selected Location(s), except with the Customer’s prior written consent.

## 12. TERMINATION OF THE DATA PROCESSING AGREEMENT

This Addendum shall continue in force until the termination of the Agreement (the “Termination Date”).

## 13. RETURN OR DELETION OF CUSTOMER DATA

The Service provides Customer with controls that Customer may use to retrieve or delete Customer Data as described in the Documentation. Up to the Termination Date, Customer will continue to have the ability to retrieve or delete Customer Data in accordance with this Section. For 30 days following the Termination Date (“Post-Termination Period”), Customer may retrieve or delete any remaining Customer Data from the Service, subject to the terms and conditions set out in the Agreement, unless (i) prohibited by law or the order of a governmental or regulatory

body, or (ii) Customer has not paid all amounts due under the Agreement. No later than the end of the 30-day period, Customer will close all ONEiO accounts. We will delete all Customer Data promptly after the Post-Termination Period, unless prohibited by law or an order of a governmental or regulatory body.

#### **14. LIMITATIONS OF LIABILITY**

The liability of each party under this Addendum shall be subject to the exclusions and limitations of liability set out in the Agreement. Customer agrees that any regulatory penalties incurred by Us in relation to the Personal Data that arise as a result of, or in connection with, Customer's failure to comply with its obligations under this Addendum or the Applicable Data Protection Law shall count towards and reduce Our liability under the Agreement as if it were liability to the Customer under the Agreement.

#### **15. DUTIES TO INFORM**

If Customer Data becomes subject to confiscation during bankruptcy or insolvency proceedings, or similar measures by third parties while being processed by Us, We will inform Customer without undue delay. We will also notify all relevant parties in such action (e.g., creditors, bankruptcy trustee) that any Customer Data subjected to such proceedings is Customer's property and processed under the Customer's responsibility and control.

#### **16. NON-DISCLOSURE**

Customer agrees that the details of this Addendum constitute Our Confidential Information under the confidentiality provisions of the Agreement.

#### **17. ENTIRE AGREEMENT; CONFLICT**

This Addendum supersedes and replaces all prior or contemporaneous representations, understandings, agreements, or communications between Customer and Us, whether written or verbal, regarding the subject matter of this Addendum. Except as amended by this Addendum, the Agreement will remain in full force and effect. If there is a conflict between any other agreement between the parties, including the Agreement and this Addendum, the terms of this Addendum will control.

#### **18. COUNTERPARTS AND EMAIL DELIVERY**

This Addendum may be executed in two or more equal counterparts, each of which will be deemed original. The parties may deliver this Addendum by email transmission.

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## Annex 1

### ONEiO SECURITY STANDARDS

Capitalised terms not otherwise defined in this document have the meanings assigned to them in the applicable ONEiO Master Subscription Agreement.

1. **Information Security Program.** We will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed (a) to satisfy the security objectives: availability, integrity and confidentiality, (b) to identify reasonably foreseeable and internal risks to security and unauthorised access to the Service, and (c) to minimise security risks, including through risk assessment and regular testing. We will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include the following measures:
    1. **Data Security.** The Service will be electronically accessible to employees, contractors and any other person as necessary to provide the Service. We will maintain access controls and policies to manage what access is allowed to the Service. We will maintain corrective action and incident response plans to respond to potential security threats.
    2. **Physical Security**
      - a) **Physical Access Controls.** Facilities where physical components of the Service are housed (“Facilities”) have physical barrier controls to prevent unauthorised entrance to the Facilities. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Visitors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorised employees or contractors while visiting the Facilities.
      - b) **Limited Employee and Contractor Access.** Our sub-contractors provide access to Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked.
      - c) **Physical Security Protections.** All access points /doors are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. Our sub-contractor also maintains electronic intrusion detection systems designed to detect unauthorised access to the Facilities, including monitoring points of vulnerability with door contacts, glass breakage devices, interior motion detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.
  2. **Continued Evaluation.** We will conduct periodic reviews of the security of the Service and adequacy of its information security program as measured against industry security standards and its policies and procedures. We will continually evaluate the security of the Service to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.
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## Annex 2

**Locations and Sub-Processors**

Location: EU – Dublin, Ireland

Sub-Processor	Processing activities	Place of Processing	Data Processing Terms
Amazon Web Services EMEA SARL	It-infrastructure services	Dublin, Ireland	<a href="#">AWS DATA PROCESSING ADDENDUM</a>
MongoDB Ltd	Database as a service	Dublin, Ireland	<a href="#">MongoDB Data Processing Agreement</a>

Location: USA – Ashburn, Virginia

Sub-Processor	Processing activities	Place of Processing	Data Processing Terms
Amazon Web Services, Inc	It-infrastructure services	Ashburn, VA	<a href="#">AWS DATA PROCESSING ADDENDUM</a>
MongoDB, Inc	Database as a service	Ashburn, VA	<a href="#">MongoDB Data Processing Agreement</a>

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