

EON MASTER SUBSCRIPTION AGREEMENT

Last Updated: October 15, 2025

IMPORTANT – IF YOU ARE ENTERING INTO THIS AGREEMENT ELECTRONICALLY AND YOU HAVE ALREADY ENTERED INTO A SUBSCRIPTION AGREEMENT DIRECTLY WITH EON IO, INC. OR ITS AFFILIATES WITH REGARD TO THE SERVICE (AS DEFINED BELOW), THEN THIS MASTER SUBSCRIPTION AGREEMENT, INCLUDING ANY OF ITS EXHIBITS, ANNEXES AND APPENDICES, (COLLECTIVELY THE “**AGREEMENT**”) SHALL NOT APPLY, EVEN IF YOU ARE REQUIRED TO CLICK “I AGREE”, “ACCEPT” OR OTHER SIMILAR BUTTON(S). OTHERWISE, PLEASE CAREFULLY READ THE TERMS OF THIS AGREEMENT.

BY SIGNING THIS AGREEMENT, OR CLICKING “I AGREE”, “ACCEPT” OR OTHER SIMILAR BUTTON(S), OR BY ACCESSING AND/OR USING THE COMPANY SOFTWARE AS A SERVICE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, ON BEHALF OF YOURSELF OR YOUR ORGANIZATION, (“**CUSTOMER**”, OR “**YOU**”) ARE ENTERING INTO A LEGAL AGREEMENT WITH EON IO, INC.(“**COMPANY**”) (CUSTOMER AND COMPANY EACH, A “**PARTY**” AND COLLECTIVELY, THE “**PARTIES**”), AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT (THE DATE OF SUCH OCCURRENCE BEING THE “**EFFECTIVE DATE**”). THIS AGREEMENT GOVERNS CUSTOMER'S USE OF THE SERVICE. TO THE EXTENT THAT CUSTOMER AGREES TO THIS AGREEMENT BY CLICKING “I AGREE”, “ACCEPT” OR OTHER SIMILAR BUTTON(S), CUSTOMER HEREBY WAIVES ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW.

Important: If you are entering into this Agreement electronically and have agreed in writing to a proof of concept (“**POC**”) during a specific term (“**POC Term**”), Company grants you a limited, non-exclusive, non-transferable right to access and use the Service (as defined below and including any beta features, if applicable) solely for internal evaluation and non-production purposes, subject to the terms of this Agreement. Unless otherwise agreed between the Parties in writing, the POC is provided at no cost and may be terminated by either Party upon written notice. During the POC, you will decide which of Customer Data (as defined below) to utilize, provided however, that you shall not process, store, or transmit any Personal Data (as defined below) or other sensitive or regulated data during the POC. Unless the Parties enter into a separate Order (as defined below) or subscription agreement directly following the POC Term, the use of the Service by the Customer shall be governed exclusively by this Agreement. You acknowledge that NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DURING THE POC TERM, THE SERVICE AND ANY RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY WHATSOEVER. COMPANY WILL HAVE NO WARRANTY, INDEMNITY OR OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE POC TERM AND THE WARRANTIES IN SECTION 12 SHALL NOT APPLY DURING THE POC TERM. FOR GREATER CLARITY, COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS OR GOODWILL, LOST OR DAMAGED DATA OR DOCUMENTATION OR LOST SAVINGS ARISING IN ANY WAY OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE. During the POC Term, In the event of any conflict between this paragraph and other terms of this Agreement, this paragraph shall prevail.

1. Ordering and Subscription.

- 1.1. Access Right. Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access (i.e. on a SaaS basis) the Company’s software-as-a-service and related services for the purpose of data backup and recovery (the “**Service**”) during the corresponding subscription term defined in the Order (“**Subscription Term**”), solely for Customer’s internal business purposes (collectively, the “**Subscription**”). Unless otherwise indicated, the term “Service” also includes any downloadable software or appliance; any manual or documentation (“**Documentation**”) and any related services, each to the extent provided or made available to Customer in connection with the operation of the Service. Customer’s use of the Service is subject to the use limitations specified in this Agreement and the respective Order, and subject to Customer’s compliance with applicable laws and regulations. Customer shall maintain and operate a supported web browser as specified in the Documentation and all information technology infrastructure, equipment, systems, assets, access, internet connection and ancillary goods and services needed to access and use the Service and shall ensure their compatibility with the Service. For clarity, Customer shall be responsible to determine whether the Service meets Customer’s regulatory, technical or business requirements.

- 1.2. Account Setup. In order to access the Service, Customer is required to set up an account with Company, by submitting the information requested in the applicable Service interface (“**Account**”), and each Permitted User may need to set up a user account (each, a “**User Account**”, and references herein to the “**Account**” shall be deemed to include all such User Accounts if applicable). Customer warrants that all information submitted during the registration process is, and will thereafter remain, complete and accurate. The Service may be accessed solely by Customer, its Affiliates (as defined below) and any employees and/or service providers of Customer or of its Affiliates who are explicitly authorized by Customer to use the Service solely for the benefit of Customer or its Affiliates (“**Permitted Users**”). Customer will ensure that the Permitted Users comply with the terms of this Agreement at all times and maintain the confidentiality and security of their account credentials. Customer will be fully responsible for any acts or omissions by a Permitted User and shall promptly notify Company upon becoming aware of any unauthorized access to or use of the Service. “**Affiliate**” with respect to an entity, means any other entity controlling, controlled by or under common control with such entity, where “control” means direct or indirect ownership or voting control of fifty percent (50%) or more of the equity or voting securities of the entity in question or having the power, by commitment or otherwise, to elect a majority of the Board of Directors (or similar governing body) of the entity in question.
- 1.3. Third Party Integrations. Company may allow Customer to link, connect, use or integrate with several workplace tools and other third-party software, files, components, integrations, and materials (“**Third Party Software**”). All of the foregoing will be at Customer’s sole risk and responsibility and subject to the applicable third party agreement(s). Customer hereby represents and warrants that Customer has the permission, authority, and rights required for such Third Party Software and hereby grants Company permission to access and/or use such Third Party Software on its behalf as part of this Agreement. Company disclaims any liability associated with such Third Party Software on Customer’s behalf. Customer hereby warrants that if its rights to allow Company automatic access and/or use to such Third Party Software lapses, Customer will immediately disable such Third Party Software from and/or to the Service.
- 1.4. Ordering. Customer may purchase a Subscription to use the Service either directly from Company via an electronic or written order form executed with Company (a “**Direct Order**”) or from Company’s authorized partner, including a reseller or a distributor, and including via an online cloud marketplace (each shall be referred to herein as a **Partner**”). If Customer has purchased a Subscription from a Partner, then, as between Customer and Company, in the event of any conflict between this Agreement and the agreement entered between Customer and the respective Partner, including any purchase order and/or written or electronic order form (“**Partner Order**”), this Agreement shall prevail. Any rights granted to Customer in such Partner Order which are not contained in this Agreement or agreed in writing by Company and Customer, apply only in connection with such Partner and not between the Customer and the Company. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Partner. The term “**Order**” under this Agreement shall mean any Partner Order and/or Direct Order to which this Agreement is attached or incorporated.

2. **Support Services and Professional Services.**

- 2.1. Support Services. Company shall provide support and maintenance services in accordance with the Company’s then current Service Level Agreement, which shall be made available to Customer upon request (the “**SLA**”). The support and maintenance services shall be performed by Company, a Partner and/or Company’s certified third party providers. Company shall be responsible for such service providers’ performance of the support and maintenance services. The term “**Subscription**” shall include the standard support services provided under the SLA.
- 2.2. Professional Services. If Customer wishes to receive any additional services from Company that are not included in the SLA, such as installation, deployment, configuration, customization, integration, training, or other professional services (“**Professional Services**”), Customer shall request same from Company in writing, and, if Company, at its sole discretion, agrees to perform such Professional Services, they shall be specifically set out in the applicable Order, including without any additional fees and payment terms related thereto.

3. **Subscription Plans.**

The use of the Service by the Customer will be by consuming credits purchased by the Customer (“**Credits**”), in accordance with the following plans, as specifically stated in the applicable Order:

- 3.1. Commitment Based Plan. Under this plan, Customer will purchase Credits in advance, and at the volume, pricing, and payment terms agreed upon in the applicable Order, the entire Credits purchased will be made available to Customer for consumption upon execution of the applicable Order (“**Up-Front Credits**”). The Up-Front Credits may be used by the Customer, at its own discretion, during the applicable Subscription

Term specified within the Order, and no refunds or credits will be provided for any portion of the Up-Front Credits that remains unused following the applicable Subscription Term. If Customer's use of the Service (i.e. consumption of Credits) during the applicable Subscription Term exceeds the purchased Up-Front Credits, Customer may continue to use the Service, provided that any excess Credits consumed during each month will be invoiced and charged to Customer in accordance with the Company's then-current price list for such Credits. The applicable charges for such excess Credits shall be calculated and applied to Customer in accordance with the Company's standard billing cycles then in effect.

- 3.2. Consumption Based Plan. Under this plan, Customer may, at any time during the Subscription Term, purchase Credits on a consumption basis, in accordance with Company's then-applicable price list. The Credits used by the Customer will be calculated and charged on a monthly basis.

4. Fees; Payment Terms.

- 4.1. General. The Service is conditioned upon Customer's payment of the applicable fees at the rates agreed in the applicable Order ("**Fees**"). Unless otherwise set forth in a Direct Order (if applicable) or hereunder, all Fees shall be due in U.S. Dollars and are non-refundable and without right of set off or cancellation.
- 4.2. Partner Order Payment Terms. If Customer purchased the Subscription from a Partner, then (a) Customer shall pay all Fees directly to Partner and in accordance with the terms of the Partner Order, unless otherwise specified therein and to the extent Customer has no direct payment obligations to Company; and (b) unless otherwise instructed by Company, if Customer is entitled to a refund, Customer shall request such refund only from Partner, and the Partner will be the sole responsible for refunding the appropriate amounts to Customer. It is hereby clarified that if Customer purchased the Subscription from a Partner, the Subscription is subject to the full payment of the applicable fees as set forth in the Partner Order between Customer and the respective Partner.
- 4.3. Direct Order Payment Terms. If Customer purchased the Subscription directly from the Company, the Fees due shall be paid to Company in accordance with the payment terms specified in the Direct Order. Company may change the Fees and billing cycle at any time, with or without prior notice, and any such changes will apply with respect to any new purchase of Credits. If Customer does not agree to Company's updated Fees, Customer must refrain from purchasing additional Credits.
- 4.4. Chargebacks and Late Payments. If, at any time, the Company records a decline, chargeback, or other rejection or non-payment of a charge of any due and payable Fees on Customer's Account ("**Chargeback**"), this will be considered a breach of Customer's payment obligations hereunder, and Company reserves the right to suspend the Subscription, including Customer's access to the Service, until Customer pays the entire Fees due. In the event that such Chargeback is not cured within ninety (90) it will be considered a material breach of this Agreement. Additionally, Company reserves the right to charge any fees and expenses for each Chargeback received (including interest calculated on a daily basis until the due Fees are paid in full, at the lesser of the rate of one and a half percent (1.5%) per month and the highest amount permitted by applicable law, handling and processing charges and fees incurred by the Company and/or the applicable payment processor), without derogating from any other remedy that may be applicable to Company under this Agreement or applicable law.
- 4.5. Taxes. Each Party shall be responsible for any taxes, duties, levies, and other similar charges imposed on it under applicable law in connection with this Agreement. The Company may charge any applicable national, state, or local sales or use taxes or value added taxes that the Company is legally obligated to charge (the "**Taxes**"). If applicable, the Customer may provide Company with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case the Company will not charge or collect the Taxes covered by such certificate. In the event that any amount payable by the Customer hereunder is subject to deduction or withholding for taxes, the amount payable by Customer hereunder shall be increased such that the amount received by the Company equals the amount stated on the applicable invoice. Upon written request, the Company will provide the Customer with any forms, documents, or certifications as may be required for Customer to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement. If Customer is entitled to an exemption from, or reduction of, Withholding Taxes, Customer may deliver to Company a valid tax certificate or other appropriate documentation evidencing such exemption or reduction, in which case Customer shall apply such exemption or reduction as permitted under applicable law. If Customer has purchased a Subscription pursuant to the terms hereof from a Partner, all Taxes to be applied to the Fees shall be as agreed between Customer and the Partner.

5. Subscription Restrictions, Suspension.

- 5.1. Subscription Restrictions. As a condition to the Subscription, and except as expressly permitted otherwise under this Agreement, Customer shall not do (or permit or encourage to be done) any of the following subscription restrictions (in whole or in part): (a) copy, "frame" or "mirror" the Service; (b) sell, assign,

transfer, lease, rent, sublicense, or otherwise distribute or make available the Subscription, including Service to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (c) publicly perform, display or communicate the Service; (d) modify, alter, adapt, arrange, or translate the Service; (e) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Service; (f) remove, alter, or conceal any copyright labels or proprietary rights notices displayed on or in the Service; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (h) make a derivative work of the Service, or use it or the Documentation to develop any service or product that is competing or the same as (or substantially similar to) the Service; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; or (j) use the Service in an abusive manner or otherwise take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure.

- 5.2. Suspension. Company reserves the right to temporarily suspend Customer's access to the Service: (a) if Company deems such suspension necessary as a result of Customer's breach under Section 6.1 (*Subscription Restrictions*); (b) following a Chargeback; (c) if Customer's account is no longer active and no data is backed-up during a period of at least ninety (90) days; (d) if Company reasonably determines suspension is necessary to avoid material harm to Company or its other customers, including if the Service's cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of the Company's control, or (e) as required by law or at the request of governmental entities. Company will use reasonable efforts to reestablish Customer's access to the Service promptly after Company determines that the issue causing the suspension has been resolved. Any suspension under this Section shall not excuse Customer's payment obligations.

6. Intellectual Property Rights and Data.

- 6.1. Service. As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service and all related software and intellectual property; (b) any other products, deliverables or services provided by Company; and (c) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify the Service (but not material functionalities therein, unless such modifications improve the material functionalities of the Service) and user interface of the Service. Use of and access to the Service is licensed, not sold, and nothing herein constitutes a waiver of Company's intellectual property rights under any law.
- 6.2. Feedback. If Company receives any Feedback (as defined below), all rights, including intellectual property rights in and to such Feedback shall belong exclusively to Company and such shall be considered Company's Confidential Information (as defined below). Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. Company may but is not obliged to make use of the Feedback. "**Feedback**" means any feedback (e.g., questions, comments, suggestions or the like), whether orally or in writing, regarding any of the Service.
- 6.3. Customer Data. As between the parties, Customer owns and retains all right, title and interest (including all intellectual property rights) in and to any data, materials or information that Customer and/or its Permitted Users upload to, store on, and/or access with the Service, or otherwise originates, resides on, or otherwise processed through Company's systems and processed by Company in the provision of Service ("**Customer Data**"). Customer hereby grants Company and its Affiliates a worldwide and non-exclusive license, to access and use the Customer Data, during the Term, for Company's provision of the Service and obligations hereunder. As the exclusive owner of the Customer Data, Customer represents, warrants and covenants that it has received and/or obtained any and all required consents or permits and has acted in compliance with any and all applicable laws, including, without limitation privacy laws, as necessary to allow Company to receive, transfer and use the Customer Data in accordance with this Agreement and solely as necessary in order to perform the Service. Company may use or disclose the Customer Data: (a) for legally required disclosures to law enforcement authorities (of which Customer will be notified except where prohibited by law) and/or (b) to collect, store, transfer, and/or process the Customer Data through Company's Affiliates, third party service providers, as reasonably necessary to provide the Service, including, without limitations, for the purpose of providing support services. Company will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and

integrity of Customer Data.

- 6.4. Account Data and Analytics Information. Customer acknowledges and agrees that Company may monitor Customer's use of the Service and collect and process information regarding Customer's access to and use of the Service, including the number of users and devices, and information regarding storage usage and storage locations, configuration, performance and security ("**Account Data**"). The Account Data may be used by Company for internal purposes, including billing and support purposes, in order to ensure compliance with this Agreement, to develop and operate the Service and to fulfill legal obligations. Any anonymous information, which is derived from the use of the Service (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Service) which is not personally identifiable information and which does not identify Customer or its Permitted Users ("**Analytics Information**") may be used by Company in any manner, including for providing the Service, for development, and/or for statistical purposes. Such Analytics Information is Company's exclusive property.
- 6.5. Personal Data. To the extent that Customer Data contains Personal Data, the Parties agree to be bound by and to comply with the Eon Data Processing Agreement attached hereto as Exhibit A ("**DPA**"), and any Personal Data will be handled in accordance with the DPA, the executed version of which shall apply and be deemed as an integral part of this Agreement. The capitalized terms set forth in this Section that are not otherwise defined in this Agreement shall have the meanings ascribed to them in the DPA.

7. **Third Party Components.** The Service may use or include third party software and/or services, including open source software files, libraries or components or other third party software and/or services that may be distributed to Customer and are subject to third party license terms. A list of any third party open source software and related open source licenses will be provided to Customer upon request and may be updated from time to time by the Company. If there is a conflict between any third party license and the terms of this Agreement, then the third party license terms shall prevail but solely in connection with the related third party software. Company makes no warranty or indemnity hereunder with respect to any third party software.

8. **Confidentiality.** "**Confidential Information**" means any information disclosed by or on behalf of one Party ("**Discloser**") to the other Party ("**Recipient**") pursuant to this Agreement that is marked as "confidential," or in some other manner to indicate its confidential nature. Without limiting the foregoing, the Service is Company's Confidential Information. Confidential Information does not include any information which: (i) is or becomes generally known and available to the public through no act of the Recipient; (ii) was already in the Recipient's possession without a duty of confidentiality owed to the Discloser at the time of the Discloser's disclosure; (iii) is lawfully obtained by the Recipient from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser. The Recipient may use the Discloser's Confidential Information solely to perform its obligations under this Agreement. Except as set forth in the immediately following sentence, the Recipient will not disclose the Discloser's Confidential Information to any third party except to its employees, consultants, affiliates, agents, and subcontractors having a need to know such information to perform its obligations under this Agreement who have signed a non-disclosure agreement with the Recipient containing terms at least as protective of the Discloser's Confidential Information as those contained herein. The Recipient may disclose the Discloser's Confidential Information to the extent that such disclosure is required by law, or by the order of a court of similar judicial or administrative body, provided that it notifies the Discloser's of such required disclosure to enable Discloser's to seek a protective order or otherwise seek to prevent or restrict such disclosure. All right, title, and interest in and to Confidential Information are and will remain the sole and exclusive property of the Discloser. The Recipient will use no less than reasonable efforts to protect the Discloser's Confidential Information from unauthorized access, use, or disclosure. Notwithstanding anything to the contrary in this Agreement, (a) Company's obligations with respect to the protection of Customer Data are solely as set forth in Section 9.1 (*Customer Data*); and (b) Confidential Information (x) communicated or stored in electronic form may be routinely backed up by the Recipient for disaster recovery or archival purposes and destruction may not be feasible until such time that the back-up copy expires or is recycled or destroyed, in which case the Recipient shall keep such back-up copies secured in accordance with the provisions of this Agreement or (y) legitimately subject to a legal hold for purposes, or in reasonable anticipation, of litigation, shall not be subject to destruction until such time as the litigation (including appeals) has ended or the legal hold is lifted.

9. **Mutual Warranties.** Each Party represents and warrants that (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law; (iii) it will comply with all laws and regulations applicable to the conduct of its business and will cause its employees, agents, representatives, and subcontractors performing under this Agreement and any Order to comply, in all respects, with applicable laws and regulations, including, but not limited to all United States foreign export control laws or

regulations, and (a) in the case of Company, any laws or regulations applicable to the performance and delivery of the Service and Professional Services, or (b) in the case of Customer, any laws or regulations applicable to the Subscription, including the use of the Service. Applicable laws and regulations may include, without limitation, federal and state laws regarding privacy and personal information.

10. Disclaimer of Warranties. Company represents and warrants that, under normal authorized use, the Service shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Service in accordance with the SLA. The warranty set forth herein shall not apply if the failure of Service results from or is otherwise attributable to: (i) repair, maintenance or modification of the Service by persons other than Company or its authorized representatives; (ii) accident, negligence, abuse or misuse of the Service; (iii) use of the Service other than in accordance with the Documentation; (iv) the combination of the Service with equipment or software not authorized or provided by Company; (v) any unavailability, suspension or termination of third-party software or cloud services or any other cloud service provider performance issues or (vi) any inaccuracy in the Customer Data or other information Customer provided or made available to Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND THE RESULTS OR OUTPUTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ANY USE THEREOF IS ENTIRELY AT CUSTOMER'S RISK. COMPANY DOES NOT WARRANT THAT: (I) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR (II) THE SERVICE, OR ANY PART THEREOF WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 9 (*MUTUAL WARRANTIES*) AND THIS SECTION 10, THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT THE SERVICE IS ONE TOOL IN CUSTOMER DATA PROTECTION STRATEGY, AND THAT CUSTOMER IS AND SHALL REMAIN RESPONSIBLE TO ENSURE CUSTOMER'S COMPLIANCE WITH APPLICABLE LAWS, AND THAT CUSTOMER HAS THE REQUIRED DATA PROTECTION, BACKUP AND RECOVERY MEASURES IN PLACE. COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES BASED ON USE OR ACCESS OF THE SERVICE, OR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER.

11. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- 11.1. EXCEPT FOR ANY DAMAGES RESULTING FROM WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS BY CUSTOMER) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES;
- 11.2. EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 12 AND/OR DAMAGES RESULTING FROM WILLFUL MISCONDUCT, GROSS NEGLIGENCE, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS BY CUSTOMER): EITHER PARTY'S INCLUDING ITS AFFILIATES' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER TO COMPANY OR TO THE APPLICABLE PARTNER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (INCLUDING ITS EXHIBITS).

12. Indemnification

- 12.1. Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Service, when used as permitted under this Agreement, infringes the intellectual property rights of a third party ("**IP Infringement Claim**"); and Company will pay any damages finally awarded by court against Customer that are attributable to any such IP Infringement Claim, provided that (i) Customer promptly

notifies Company in writing of such claim; and (ii) Customer grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

- 12.2. If the Service becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate the affected Order(s) upon written notice to Customer, and Customer shall be entitled to receive from either Company or Partner (as the case may be) a pro-rated refund of any prepaid Subscription Fees under such Order(s) based on the remaining period of the corresponding Subscription Term(s).
- 12.3. Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company's compliance with Customer's instructions or specification; or (ii) combination or use of the Service with equipment, devices or software not supplied by Company.
- 12.4. This Section 12 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

13. Term and Termination

- 13.1. Term. This Agreement commences on the Effective Date and, shall continue in full force and effect until all Orders are terminated or expired (the "**Term**").

- 13.2. Termination.

- 13.2.1. Each Party may, upon written notice to the other Party, terminate this Agreement if the other Party breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof.
 - 13.2.2. Customer may terminate this Agreement, for convenience, by providing Company with a thirty (30) days' written termination notice. It is hereby clarified that in the event of Customer's termination for convenience any unused Up-Front Credits shall be forfeited, and any payment responsibilities tied to an Order shall remain binding, non-cancelable, and non-refundable.
 - 13.2.3. Company may terminate this Agreement by providing Customer with a reasonable written termination notice: (i) for suspended Accounts; (ii) if the Company decides to discontinue or end-of-life the Service, or a portion thereof, and (iii) at any time solely with respect to Consumption Based Plans. For clarity, if following termination by Company per discontinuation or end-of-life of the Service, Customer obtains any purchased unused Credits, Company shall grant Customer with a prorated refund for the unused Up-Front Credits available to Customer at the date of termination.
- 13.3. Effect of Termination; Survival. Upon termination of this Agreement or an Order for any reason, including non-renewal of Subscription: (a) the Subscription shall automatically terminate and Customer shall cease all access and use of the Service, (b) either Party shall permanently erase and/or return all Confidential Information of the other Party in its possession or control, provided that Confidential Information (i) communicated or stored in electronic form may be routinely backed up for disaster recovery or archival purposes and destruction may not be feasible until such time that the back-up copy expires or is recycled or destroyed, in which case it shall be kept secured in accordance with the provisions of this Agreement or (ii) legitimately subject to a legal hold for purposes, or in reasonable anticipation, of litigation, shall not be subject to destruction until such time as the litigation (including appeals) has ended or the legal hold is lifted; (c) Company shall delete all Customer Data and Customer shall be responsible for preserving its Customer Data, provided however that (other than in the event of termination by Company for Customer's breach), Customer may, at its own cost and expense of Company's reasonable storage, handling, and transfer fees: (i) access the Services solely to retrieve its back-up of the Customer Data for 30 days after the expiration or termination of this Agreement; or (ii) on or prior to the 30th day after the expiration or termination of this Agreement, request that Company provide a copy of the Customer Data to Customer at Company's standard export fee; For the avoidance of doubt after such 30-day period, Company will have no obligation to maintain or provide access to the Customer Data and will delete such data unless legally prohibited; and (d) all outstanding Fees and other charges that accrued as of termination, will become immediately due and payable, and if necessary Company shall issue a final invoice therefor. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including "*Intellectual Property Rights*", "*Disclaimer of Warranties*", "*Limitation of Liability*", and "*Miscellaneous*") shall so survive.

- 14. **Insurance**. Company agrees to maintain no less than the following amounts of insurance during the Term: (a) Commercial General liability (or equivalent) with \$1,000,000 limit of liability per occurrence and \$2,000,000 limit

of liability in the aggregate; (b) Umbrella Excess liability with \$1,000,000 limit of liability per occurrence and in the aggregate; (c) Technology Errors and Omissions/Professional liability combined with Cyber liability insurance with \$5,000,000 limit of liability per occurrence and in the aggregate. All insurance policies will be issued by insurance companies with an AM Best Rating of no less than A-VII. Upon receipt of a written request, Company will provide Customer with a copy of its certificate of insurance evidencing the foregoing coverage.

15. **Export Controls and Trade Sanctions Compliance.** Customer warrants that its use of the Service will comply with applicable export control and trade sanctions laws (collectively, “**Export Control Laws**”), and acknowledges and agrees that the Service may not be exported, re-exported, or distributed (a) to any individual or entity named on the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons, or on the U.S. Department of Commerce’s Denied Persons, Denied Entities, or Unverified lists; or (b) to any country, or any national or resident thereof, that is subject to trade sanctions or embargoes imposed by the United States. In addition, Customer represents and warrants that: (i) Customer and its Permitted Users are not citizens of, or located within, any country or territory subject to U.S. trade sanctions; (ii) Customer and its Permitted Users are not identified on any U.S. government restricted party lists; and (iii) Customer Data does not contain information subject to restrictions under Export Control Laws. Customer agrees not to use the Service to store, process, or transfer any Customer Data to any country, entity, or party ineligible under Export Control Laws. Customer acknowledges that Customer is solely responsible for monitoring and complying with Export Control Laws.
16. **Miscellaneous.** This Agreement, including the DPA (if applicable), and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements. In the event of a conflict between the terms of this Master Subscription Agreement, the DPA, and/or an Order, the following order of precedence shall apply: (a) the DPA, solely with respect to the subject matter thereof; (b) this Master Subscription Agreement; (c) the Order, unless it is expressly agreed upon in writing by Company and Customer that such Order overrides the conflicting provision in this Master Subscription Agreement. Company may revise this Agreement and will post the updated or revised Agreement on its website, within the marketplace or by any other manner chosen by Company in its commercially reasonable discretion. Unless otherwise specified herein, such change will be effective within ten (10) days following the foregoing notification thereof, and Customer’s continued use of the Service thereafter means that Customer accepts those changes to this Agreement as updated or revised. Customer can view the most current version of the Agreement on the marketplace’s seller page of the Company. Any terms and conditions (whether printed, linked to or otherwise), within any purchase order or related correspondence that purport to modify this Agreement (or the corresponding Order), shall be void and of no effect. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Service by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Customer hereby agrees that Company may use Customer’s name and logo to identify Customer as a customer of Company or user of the Service, on Company’s website and within presentations and marketing materials, provided that Customer may ask Company to remove its name and logo at any time, in which case Company shall remove any such reference to Customer. Following the termination of this Agreement Customer may request Company to remove such customer references. Except as stated otherwise herein, this Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, whose consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. Any dispute relating to or arising between any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party will be finally submitted to, and settled by arbitration conducted in accordance with the rules of the American Arbitration Association (“**AAA**”) by a single arbitrator versed in the subject matter of this Agreement and chosen by the corresponding Regional Office of the AAA in accordance with the Commercial Rules of the AAA. The arbitrator shall apply the laws of the State of New York. The arbitration will take place in New York City, New York, in the English language. The Parties shall equally split the administrative charges levied by AAA and the prevailing party shall be entitled to recover

reasonable attorneys' fees. The award thereof shall be final and binding upon the Parties and may be entered into any court having jurisdiction thereof for its enforcement. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. Each Party irrevocably waives its right to trial of any issue by jury. No claim against Company can be brought more than one (1) year after the event giving rise to the claim. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Company will not be liable for any delay or failure to provide the Service resulting from circumstances or causes beyond the reasonable control of Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (EST time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (EST time) and sender receives acknowledgment of receipt.

DATA PROCESSING AGREEMENT/ADDENDUM

This Data Processing Agreement (“**DPA**”) forms part of the Eon Master Subscription Agreement (the “**Agreement**”) between Eon io, Inc. and its Affiliates (“**Eon**”, “**Us**”, “**We**”, “**Our**”, “**Service Provider**” or “**Data Processor**”) and Customer (“**Customer**”, “**You**”, “**Your**”, or “**Data Controller**”). Both parties shall be referred to as the “**Parties**” and each, a “**Party**”.

WHEREAS, Eon shall provide the services set forth in the Agreement (collectively, the “**Services**”) for Customer, as described in the Agreement; and

WHEREAS, In the course of providing the Services pursuant to the Agreement, we may process Personal Data on your behalf, in the capacity of a “**Data Processor**”; and the Parties wish to set forth the arrangements concerning the processing of Personal Data (defined below) within the context of the Services and agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the parties, intending to be legally bound, agree as follows:

1. INTERPRETATION AND DEFINITIONS

The headings contained in this DPA are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this DPA. References to clauses or sections are references to the clauses or sections of this DPA unless otherwise stated. Words used in the singular include the plural and vice versa, as the context may require. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement. Definitions:

- (a) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- (b) “**Authorised Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to the Data Protection Laws And Regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Eon, but has not signed its own agreement with Eon and is not a “**Customer**” as defined under the Agreement.
- (c) “**Controller**” or “**Data Controller**” means the entity which determines the purposes and means of the Processing of Personal Data. For the purposes of this DPA only, and except where indicated otherwise, the term “Data Controller” shall include the Organization and/or the Organization’s Authorized Affiliates.
- (d) “**CCPA**” means the California Consumer Privacy Act of 2018 and its modifications and amendments.
- (e) “**Data Protection Laws and Regulations**” means all laws and regulations of the European Union, the European Economic Area and their Member States, including the GDPR, and the UK GDPR.
- (f) “**Data Subject**” means the identified or identifiable person to whom the Personal Data relates.
- (g) “**Eon**” means the relevant Eon entity of the following Eon legal entities as specified in this DPA and/or in the Agreement, including: Eon io, Inc. and Eon io, Ltd.
- (h) “**Eon Group**” means Eon and its Affiliates engaged in the Processing of Personal Data.
- (i) “**Member State**” means a country that belongs to the European Union and/or the European Economic Area. “**Union**” means the European Union.
- (j) “**GDPR**” means the Regulation (EU) 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 and repealing Directive 95/46/EC (General Data Protection Regulation).
- (k) “**Personal Data**” or “**Personal Information**” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, as defined under Data Protection Laws and Regulations. For the avoidance of doubt, Customer’s business contact information is not by itself deemed to be Personal Data subject to this DPA.
- (l) “**Process(ing)**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (m) “**Processor**” or “**Data Processor**” means the entity which Processes Personal Data on behalf of the

Controller.

- (n) **“Security Documentation”** means the Security Documentation applicable to the specific Services purchased by Customer, including the Eon Security Addendum as shall be provided to Customer upon request and as may be updated from time to time by Eon.
- (o) **“Standard Contractual Clauses” or “SCCs”** means (i) the standard contractual clauses for the transfer of Personal Data to Data processors established in third countries which do not ensure an adequate level of protection as set out in Regulation (EU) 2016/679 of the European Parliament and of the Council from June 4, 2021, as available [here](#) as updated, amended, replaced or superseded from time to time by the European Commission; or (ii) where required from time to time by a supervisory authority for use with respect to any specific restricted transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority or by Applicable Laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Regulatory Authority or Data Protection Laws and Regulations;
- (p) **“Sub-processor”** means any Processor engaged by Eon and/or Eon Affiliate to Process Personal Data on behalf of Customer.
- (q) **“Supervisory Authority”** means an independent public authority which is established by an EU Member State pursuant to the GDPR.
- (r) **“UK GDPR”** means the Data Protection Act 2018, as updated, amended, replaced or superseded from time to time by the ICO.
- (s) **“UK Standard Contractual Clauses” or “UK SCCs”** means the standard contractual clauses for the transfer of Personal Data to Data processors established in third countries which do not ensure an adequate level of protection as set out by the ICO, as available [here](#), as updated, amended, replaced or superseded from time to time by the ICO.

2. PROCESSING OF PERSONAL DATA

- 2.1 The Parties acknowledge and agree that with regard to the Processing of Personal Data under this DPA Eon is the Data Processor and Eon or members of the Eon Group may engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below. For clarity, this DPA shall not apply with respect to Eon processing activity as a Data Controller with respect to Eon data as detailed in Eon’s privacy policy.
- 2.2 Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations and comply at all times with the obligations applicable to data controllers (including, without limitation, Article 24 of the GDPR). For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the means by which Customer acquired Personal Data. Without limitation, Customer shall comply with any and all transparency-related obligations (including, without limitation, displaying any and all relevant and required privacy notices or policies) and shall at all times have any and all required ongoing legal bases in order to collect, Process and transfer to Eon the Personal Data and to authorize the Processing by Eon of the Personal Data which is authorized in this DPA. Customer shall defend, hold harmless and indemnify Eon, its Affiliates and subsidiaries (including without limitation their directors, officers, agents, subcontractors and/or employees) from and against any liability of any kind related to any breach, violation or infringement by Customer and/or its authorized users of any Data Protection Laws and Regulations and/or this DPA and/or this Section.
- 2.3 Eon’s Processing of Personal Data.
 - 2.3.1 Subject to the Agreement, Eon shall Process Personal Data that is subject to this DPA only in accordance with Customer’s documented instructions as necessary for the performance of the Services and for the performance of the Agreement and this DPA, unless required to otherwise by Union or Member State law or any other applicable law to which Eon and its Affiliates are subject, in which case, Eon shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The duration of the Processing, the nature and purposes of the Processing, as well as the types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in **Schedule 1** (Details of the Processing) to this DPA.
 - 2.3.2 To the extent that Eon or its Affiliates cannot comply with a request (including, without limitation, any instruction, direction, code of conduct, certification, or change of any kind) from Customer and/or its authorized users relating to Processing of Personal Data or where Eon considers such a request to be unlawful, Eon (i) shall inform Customer, providing relevant details of the problem (but not legal advice), (ii) Eon may, without any kind of liability towards Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing those data), and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, each Party may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected

Processing, and Customer shall pay to Eon all the amounts owed to Eon or due before the date of termination. Customer will have no further claims against Eon (including, without limitation, requesting refunds for Services) due to the termination of the Agreement and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below).

- 2.3.3 Eon will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of Eon to the extent that such is a result of Customer's instructions.

3. **RIGHTS OF DATA SUBJECTS.** If Eon receives a request from a Data Subject to exercise its rights as laid down in Chapter III of the GDPR ("**Data Subject Request**"), Eon shall, to the extent legally permitted, promptly notify and forward such Data Subject Request to Customer. Taking into account the nature of the Processing, Eon shall use commercially reasonable efforts to assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Eon's provision of such assistance.

4. **EON PERSONNEL**

- 4.1 Eon shall grant access to the Personal Data to persons under its authority (including, without limitation, its personnel) only on a need to know basis and ensure that such persons engaged in the Processing of Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.2 Eon may disclose and Process the Personal Data (a) as permitted hereunder (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by applicable laws or applicable Data Protection Laws and Regulations (in such a case, Eon shall inform the Customer of the legal requirement before the disclosure, unless that law prohibits such information on important grounds of public interest), or (c) on a "need-to-know" basis under an obligation of confidentiality to legal counsel(s), data protection advisor(s), accountant(s), investors or potential acquirers.

5. **AUTHORIZATION REGARDING SUB-PROCESSORS**

- 5.1 Eon's current list of Sub-processors is included in **Schedule 2** ("**Sub-processor List**") and is hereby approved by Data Controller. Customer hereby grants a general authorization to Eon to appoint new Sub-processors, and Eon shall comply with the conditions of Section 5.2, to 5.4. The Sub-processor List as of the date of execution of this DPA, is hereby, authorized by Customer.
- 5.2 Eon shall provide notification of any new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the Services.
- 5.3 Customer may reasonably object to Eon's use of a Sub-processor for reasons related to the GDPR by notifying Eon promptly in writing within three (3) business days after receipt of Eon's notice in accordance with the mechanism set out in Section 5.2 and such written objection shall include the reasons related to the GDPR for objecting to Eon's use of such Sub-processor. Failure to object to such Sub-processor in writing within three (3) business days following Eon's notice shall be deemed as acceptance of the Sub-Processor. In the event Customer reasonably objects to a Sub-processor, as permitted in the preceding sentences, Eon will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's use of the Services to avoid Processing of Personal Data by the objected-to Sub-processor without unreasonably burdening the Customer. If Eon is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Eon without the use of the objected-to Sub-processor by providing written notice to Eon provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Eon. Until a decision is made regarding the Sub-processor, Eon may temporarily suspend the Processing of the affected Personal Data. Customer will have no further claims against Eon due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.
- 5.4 This Section 5 shall not apply to subcontractors of Eon which provide ancillary services to support the performance of the DPA. This includes, for example, telecommunication services, maintenance and user service, cleaning staff, or auditors.

6. **SECURITY**

- 6.1 Taking into account the state of the art, the costs of implementation, the scope, the context, the purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Eon shall maintain all industry-standard technical and organizational measures required pursuant

to Article 32 of the GDPR for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Documentation which are hereby approved by Customer. Upon the Customer's request, Eon will use commercially reasonable efforts to assist Customer, at Customer's cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing, the state of the art, and the information available to Eon.

- 6.2 For the avoidance of doubt, the Parties acknowledge and agree that Eon's responsibilities for the security of Personal Data are limited to maintaining the security of the Service and its underlying infrastructure, as explicitly set forth in the Agreement and the Security Documentation. Customer remains solely responsible for configuring and using the Service in a secure manner and for ensuring the security of its environments, accounts, and data (including Personal Data), as further detailed in the Agreement. Nothing in this DPA shall derogate from or expand the allocation of responsibilities set forth in the Agreement.
- 6.3 Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this DPA, Eon shall make available to Customer that is not a competitor of Eon (or Customer's independent, third-party auditor that is not a competitor of Eon) a copy or a summary of Eon's then most recent third-party audits or certifications, as applicable (provided, however, that such audits, certifications and the results therefrom, including the documents reflecting the outcome of the audit and/or the certifications, shall only be used by Customer to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Eon's prior written approval and, upon Eon's first request, Customer shall return all records or documentation in Customer's possession or control provided by Eon in the context of the audit and/or the certification). At Customer's cost and expense, Eon shall allow for and contribute to audits, including inspections of Eon's, conducted by the controller or another auditor mandated by the controller (who is not a direct or indirect competitor of Eon) provided that the parties shall agree on the scope, methodology, timing and conditions of such audits and inspections. Notwithstanding anything to the contrary, such audits and/or inspections shall not contain any information, including without limitation, personal data that does not belong to Customer.
- 6.4 Nothing in this DPA will require Eon either to disclose to Customer (and/or its authorized auditors), or provide access to: (i) any data of any other customer of Eon; (ii) Eon's internal accounting or financial information; (iii) any trade secret of Eon; or (iv) any information that, in Eon's sole reasonable discretion, could compromise the security of any of Eon's systems or premises or cause Eon to breach obligations under any applicable law or its obligations to any third party.

7. **PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION.** Eon shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, including Personal Data, transmitted, stored or otherwise Processed by Eon of which Eon becomes aware ("**Personal Data Incident**"). Eon shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Eon deems necessary, possible and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Eon's reasonable control. In any event, Customer will be the party responsible for notifying supervisory authorities and/or concerned data subjects (where required by Data Protection Laws and Regulations).

8. **RETURN AND DELETION OF PERSONAL DATA.** Subject to the Agreement, Eon shall, at the choice of Customer, delete or return the Personal Data to Customer after the end of the provision of the Services relating to Processing, and shall delete existing copies unless applicable law requires storage of the Personal Data. In any event, to the extent required or allowed by applicable law, Eon may retain one copy of the Personal Data for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or to comply with applicable laws and regulations. If the Customer requests the Personal Data to be returned, the Personal Data shall be returned in the format generally available for Eon's Customers.

9. **AUTHORIZED AFFILIATES**

- 9.1 The Parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Eon. Each Authorized Affiliate agrees to be bound by the obligations under this DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.
- 9.2 The Customer shall remain responsible for coordinating all communication with Eon under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

10. TRANSFERS OF DATA

- 10.1 Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) (collectively, “EEA”), the United Kingdom to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission, the UK supervisory authority (“**Adequacy Decisions**”), without any further safeguard being necessary.
- 10.2 To the extent that there is Processing of Personal Data which includes transfers from the EEA, the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision (“**Other Countries**”), the below terms shall apply:
- a) With respect to the EU transfers of Personal Data, Customer as a Data Exporter (as defined in the SCCs) and Eon on behalf of itself and each Eon Affiliate (as applicable) as a Data Importer (as defined in the SCCs) hereby enter into the SCC set out in **Schedule 3**. To the extent that there is any conflict or inconsistency between the terms of the SCC and the terms of this DPA, the terms of the SCC shall take precedence.
 - b) With respect to the UK transfers of Personal Data (from the UK to other countries which have not been subject to a relevant Adequacy Decision), Customer as a Data Exporter (as defined in the UK SCCs) and Eon on behalf of itself and each Eon Affiliate (as applicable) as a Data Importer (as defined in the UK SCCs), hereby enter into the UK SCC set out in **Schedule 3**. To the extent that there is any conflict or inconsistency between the terms of the UK SCC and the terms of this DPA, the terms of the UK SCC shall take precedence.

11. **TERMINATION.** This DPA shall automatically terminate upon the termination or expiration of the Agreement under which the Services are provided. Sections 2.2, 2.3.3, 8 and 12 shall survive the termination or expiration of this DPA for any reason. This DPA cannot, in principle, be terminated separately to the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this DPA shall automatically terminate.

12. **CCPA.** To the extent that the Personal Data is subject to the CCPA, Eon shall not sell or share Customer's Personal Data. Eon acknowledges that when processing Personal Data in the context of the provision of the Services, Customer is not selling or sharing Personal Data to Eon. Eon agrees not to retain, use or disclose Customer Personal Data: (i) for any purpose other than the Business Purpose (as defined below); (ii) for no other commercial or Business Purpose; or (iii) outside the direct business relationship between Eon and Customer. Notwithstanding the foregoing, Eon may use, disclose, or retain Customer Personal Data to: (i) transfer the Personal Data to other Eon's entities (including, without limitation, affiliates and subsidiaries), service providers, third parties and vendors, in order to provide the Services to Customer; (ii) to comply with, or as allowed by, applicable laws; (iii) to defend legal claims or comply with a law enforcement investigation; (ii) for internal use by Eon to build or improve the quality of its services and/or for any other purpose permitted under the CCPA; (iii) to detect data security incidents, or protect against fraudulent or illegal activity; and (iv) collect and analyze anonymous information. Eon shall use commercially reasonable efforts to comply with its obligations under CCPA. If Eon becomes aware of any material applicable requirement (to Eon as a service provider) under CCPA that Eon cannot comply with, Eon shall use commercially reasonable efforts to notify Customer. Upon written Customer's notice, Eon shall use commercial reasonable and appropriate steps to stop and remediate Eon's alleged unauthorized use of Personal Data; provided that Customer must explain and demonstrate in the written notice which processing activity of Personal Data it considers to be unauthorized and the applicable reasons. Eon shall use commercially reasonable efforts to enable Customer to comply with consumer requests made pursuant CCPA. Notwithstanding anything to the contrary, Customer shall be fully and solely responsible for complying with its own requirements under CCPA. “Business purpose” means the Processing activities that Eon will perform to provide Services (as described in the Agreement), this DPA and any other instruction from Customer, as otherwise permitted by applicable law, including, CCPA and the applicable regulations, or as otherwise necessary to provide the Services to Customer.

13. **RELATIONSHIP WITH AGREEMENT.** In the event of any conflict between the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement. Notwithstanding anything to the contrary in the Agreement and/or in any agreement between the parties and to the maximum extent permitted by law: (A) Eon's (including Eon's Affiliates') entire, total and aggregate liability, related to personal data or information, privacy, or for breach of, this DPA and/or Data Protection Laws and Regulations, including, without limitation, if any, any indemnification obligation or applicable law regarding data protection or privacy, shall be limited to the amounts paid to Eon under the Agreement within twelve (12) months preceding the event that gave rise to the claim. This limitation of liability is cumulative and not per incident; (B) In no event will Eon and/or Eon Affiliates and/or their third-party providers, be liable under, or otherwise in connection with this DPA for: (i) any indirect, exemplary, special, consequential, incidental or punitive damages;

(ii) any loss of profits, business, or anticipated savings; (iii) any loss of, or damage to data, reputation, revenue or goodwill; and/or (iv) the cost of procuring any substitute goods or services; and (C) The foregoing exclusions and limitations on liability set forth in this Section shall apply: (i) even if Eon, Eon Affiliates or third-party providers, have been advised, or should have been aware, of the possibility of losses or damages; (ii) even if any remedy in this DPA fails of its essential purpose; and (iii) regardless of the form, theory or basis of liability (such as, but not limited to, breach of contract or tort).

14. **AMENDMENTS.** This DPA may be amended at any time by a written instrument duly signed by each of the Parties. In the event that changes to this DPA are required as a result of changes in Data Protection Laws, including to update any Schedules or transfer mechanisms, the Parties shall co-operate in good faith to implement such changes to ensure that this DPA complies with such Data Protection Laws.
15. **LEGAL EFFECT.** Eon may assign this DPA or its rights or obligations hereunder to any Affiliate thereof, or to a successor or any Affiliate thereof, in connection with a merger, consolidation or acquisition of all or substantially all of its shares, assets or business relating to this DPA or the Agreement. Any Eon obligation hereunder may be performed (in whole or in part), and any Eon right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an Affiliate of Eon.

List of Schedules

- **SCHEDULE 1 - DETAILS OF THE PROCESSING**
- **SCHEDULE 2 - SUB-PROCESSOR LIST**
- **SCHEDULE 3 – STANDARD CONTRACTUAL CLAUSES**

SCHEDULE 1

DETAILS OF THE PROCESSING

Subject matter. Eon will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Customer in its use of the Services.

Nature and Purpose of Processing.

1. Performing the Agreement, this DPA and/or other contracts executed by the Parties, including, providing the Service(s) to Customer and providing support and technical maintenance, if agreed in the Agreement.
2. For Eon to comply with documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.

Duration of Processing. Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Eon will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Type of Personal Data. Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- User details and IP addresses of the Customer's environments
- Any Personal Data that the Customer has backed up using the Services.

The Customer and the Data Subjects shall provide the Personal Data to Company by supplying the Personal Data to Company's Service.

For the avoidance of doubt, the information subject to the Company's privacy policy (e.g., log-in details) available here www.eon.io/privacy-policy shall not be subject to the terms of this DPA.

Categories of Data Subjects.

Those individuals to whom the Personal Data relates.

The frequency of the transfer. Continuous basis

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period. As described in this DPA and/or the Agreement

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing. As detailed in Schedule 2.

SCHEDULE 2
SUB-PROCESSOR LIST

Third Party Sub Processors

Entity Name	Sub-Processing Activities	Country
Amazon Web Services	Cloud Hosting and Infrastructure	USA*
Microsoft Azure	Cloud Hosting and Infrastructure	USA*
Google Cloud Platform	Cloud Hosting and Infrastructure	USA*

* Customer is responsible for deciding where to back up the data. Customer may choose to back up data in a different region (e.g., backing up data in the US while primary storage is in the UK), to the extent available and supported by the applicable hosting service provider (currently AWS, GCP, and Azure).

SCHEDULE 3

STANDARD CONTRACTUAL CLAUSES

EU SCCs. If the Processing of Personal Data includes transfers from the EU to countries outside the EEA which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Chapter V of the GDPR. The Parties hereby agree to execute the Standard Contractual Clauses as follows:

- a) The Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) as applicable, will apply, with respect to restricted transfers between Controller and Eon that are subject to the GDPR.
- b) The Parties agree that for the purpose of transfer of Personal Data between Controller (as Data Exporter) and Eon (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section 5 of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall be not applicable; (iv) In Clause 13: the relevant option applicable to the Controller, as informed by Controller to Eon; (v) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of Ireland; and (vi) In Clause 18(b) the Parties choose the courts of Dublin, Ireland, as their choice of forum and jurisdiction.
- c) Annex I.A: With respect to Module Two: (i) Data Exporter is Controller as a data controller and (ii) the Data Importer is Eon as a data processor. With respect to Module Three: (i) Data Exporter is Controller as a data processor and (ii) the Data Importer is Eon as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.
- d) Annex I.B of the Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.
- e) Annex I.C of the Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the Irish supervisory authority.
- f) Annex II of the Standard Contractual Clauses shall be completed as described in the Security Documentation.
- g) Annex III of the Standard Contractual Clauses shall be completed with the authorized sub-processors detailed in Schedule 2 (Sub-processor list) of this DPA.

UK SCCs. If the Processing of Personal Data includes transfers from the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Article 45(1) of the UK GDPR and Section 17A of the Data Protection Act 2018. The Parties hereby agree to execute the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as follows:

- a) The UK Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) if applicable, will apply with respect to restricted transfers between Controller and Eon that are subject to the GDPR.
- b) The Parties agree that for the purpose of transfer of Personal Data between Controller (as Data Exporter) and Eon (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section 5 of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall be not applicable; (iv) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of England and Wales; and (v) In Clause 18(b) the Parties choose the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts, as their choice of forum and jurisdiction. Which Parties may end this Addendum as set out in Section 19: Importer and/or Exporter, in accordance with the agreed terms of the DPA.
- c) Annex I.A: With respect to Module Two: Data Exporter is Controller as a data controller and the Data Importer is Eon as a data processor. With respect to Module Three: Data Exporter is Controller as a data processor and the Data Importer is Eon as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these UK Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.
- d) Annex I.B of the UK Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.
- e) Annex I.C of the UK Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the ICO supervisory authority.
- f) Annex II of the UK Standard Contractual Clauses shall be completed as described in the Security Documentation.
- g) Annex III of the UK Standard Contractual Clauses shall be completed with the authorized sub-processors detailed in Schedule 2 (Sub-processor list) of this DPA.