

End User Licence Agreement (EULA) — Fullon Pulse

Version 1.0 — effective 7 September 2026

*This Licence Agreement (the "**Agreement**") concerns the subscription to and use of the Fullon Pulse application for Amazon Connect Customer (the "**Service**"). It is to be read and accepted by the customer of the Service (the "**Customer**") before subscribing to and using the Service. If the Customer does not agree to these terms, it cannot use the Service and shall not be granted any right to do so.*

1. Scope and applicability

- This Agreement is a binding agreement between **Fullon Advisors Oy**, a Finnish company with registered office at Iidesaukio 3, 33100 Tampere, Finland, registered under business ID **2783355-5** ("**Fullon**"), and the Customer, and governs the use of the Service and its documentation (the "**Documentation**") by the Customer and its end users ("**Users**").
- The Service is subscribed to through AWS Marketplace. Amazon Web Services, Inc. and its affiliates ("**AWS**") are not a party to this Agreement and have no obligation or liability under it.
- Where the terms of this Agreement conflict with any other terms of use or terms and conditions, this Agreement prevails, save for a separate written agreement signed by both parties. This Agreement also applies to any update or upgrade of the Service unless Fullon communicates otherwise.
- Fullon may change, supplement or amend these terms for the future use of the Service on thirty (30) days' prior notice. If the Customer does not agree, it may terminate and discontinue its use, and Fullon will refund fees prepaid for the unused part of the then-current term.
- The Service is delivered as software as a service, through web browsers, on wall displays and as applications for iOS and Android. Fullon may change the Service and provide updates at any time, including to adapt to operating systems, browsers or Amazon Connect Customer, and is never obliged to do so. If the Customer does not accept a change or update, access may be denied. Fullon will not materially reduce the Service's core functionality during a subscription term without thirty (30) days' notice.

2. Right to use and use restrictions

- Subject to this Agreement and payment of all related fees, the Customer is granted a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to use the Service and the Documentation for its internal business purposes for the duration of the subscription.
- The Service is licensed per named User. An account is personal to one individual and must not be shared. A wall display signed in with its own account occupies one User place, and a place may be reassigned when a person leaves or changes role.
- To the extent permitted by applicable law, the Customer agrees that it will not, nor will it permit others to: use the Service or Documentation beyond the rights granted; copy, modify, adapt, translate, frame, mirror, republish, transmit or distribute them; reverse compile, disassemble or reverse engineer the Service; sell, rent, lease, assign, disclose or otherwise commercially exploit the Service, including as a service bureau or on behalf of a third party; bypass or breach any security device or protection, or conduct penetration or vulnerability testing without Fullon's prior written consent; use the Service in violation of any law, regulation or rule, including intellectual property or export control laws; use it to store or transmit malware or other harmful code; attempt to gain unauthorised access to the Service or its systems, or circumvent a contractual usage limit; or use the Service to build a similar or competitive product.
- Through the operation of the Service, Fullon is able to monitor compliance with these restrictions, including the number of Users using the Service. If the Customer becomes aware of any breach, it shall promptly notify Fullon.

- The Service is an operational aid. It is not designed for environments requiring fail-safe performance and must not be the sole control for any process where failure could lead to death, personal injury or severe damage.

3. The Customer's connection and responsibilities

- The Customer creates, in its own AWS account, a read-only AWS IAM role limited to the permissions listed in Annex A, and provides Fullon with the role identifier, the Amazon Connect Customer instance identifier and the AWS region. No AWS access keys or long-lived tokens are provided to or requested by Fullon, and nothing is installed in the Customer's AWS account.
- The Customer may amend or delete that role at any time without notice. Doing so ends or degrades the Service, and Fullon is not liable for the resulting loss of function.
- The Customer is responsible for: maintaining the role and the connection details; administering its Users and the acts and omissions of those Users; protecting access credentials; keeping the devices used to access the Service secure, including not jailbreaking or rooting phones; obtaining and maintaining the hardware, software and connectivity needed to use the Service; and ensuring that its use of the Service, and Fullon's processing of data on its behalf, is lawful, including giving any notices and obtaining any consents required.

4. Intellectual property

- All rights, titles and interests in and to the Service and the Documentation, including all intellectual property rights, remain the exclusive property of Fullon and its licensors. Except as expressly set out herein, no express or implied licence or right of any kind is granted to the Customer.
- The Customer retains all rights in its own data. Nothing here transfers ownership of Customer data to Fullon.
- Fullon may use suggestions and feedback about the Service without restriction or compensation, provided they contain no confidential information of the Customer.
- The Customer grants Fullon the non-exclusive right to use its trade name or logo solely to designate the Customer as a customer of Fullon. The Customer may withdraw that right at any time by email and without any negative consequences.

5. Data and data protection

- The Service reads queue metrics and operational data from the Customer's Amazon Connect Customer instance, including transient agent identifiers and presence or status information, and contact identifiers, timestamps, queue and state, solely to calculate aggregate figures and the list of waiting contacts. Individual agent records and identifiers are not retained by the Service or displayed to Users. The Service does not read call recordings, transcripts, the content of interactions, caller identity or customer relationship records, and does not write to or alter that instance.
- For personal data in the operational data displayed, the Customer is the controller and Fullon acts as processor on its documented instructions. For account data — the identity, settings and administrative records of Users — Fullon is the controller.
- The **Data Processing Agreement** in Annex B forms part of this Agreement and sets out the processing details, the sub-processors, the security measures and the assistance Fullon provides. Where the Customer requires its own data processing agreement, the parties will negotiate it in good faith and it will prevail.
- The Service is hosted on AWS in the Europe (Frankfurt) region. Fullon will notify the Customer without undue delay after becoming aware of a personal data breach affecting the Customer's data.

- On expiry or termination, the Customer's configuration data remains available for export on request for forty-five (45) days, after which Fullon deletes Customer data in accordance with Annex B. Source operational data originates in the Customer's own Amazon Connect Customer instance. Except for the transient processing and Service-generated records described in Appendix 1, Fullon does not retain a copy of that source operational data after it has been processed for the Service.
- Each party will keep the other's non-public information confidential, use it only to perform this Agreement, and protect it with at least the care it applies to its own information of a like kind, for five (5) years after the end of this Agreement and for as long as the information is a trade secret.

6. Fees and payment

- The fees and payment terms with respect to the use of the Service are fully administered via AWS Marketplace. Fees are exclusive of VAT and other taxes.
- The subscription term and any renewal are as purchased in AWS Marketplace. Except where this Agreement provides otherwise, fees are non-refundable.

7. Support

- Fullon provides support on a best-effort basis via email at support@fullonpulse.com, included in the standard subscription fee. Fullon will use reasonable efforts to address all support enquiries submitted through that channel, without guaranteeing the resolution of any specific issue or the timeframe within which a response will be provided.
- Fullon may perform maintenance that interrupts the Service, and will give reasonable advance notice of a planned material interruption.

8. Liability

- The Customer accesses and uses the Service and Documentation at its sole risk. They are provided on an "as is" and "as available" basis, without any representations, warranties or conditions of any kind, express or implied, including title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, reliability, accuracy or completeness, all of which are disclaimed by Fullon and its directors, affiliates, licensors, (sub)contractors, agents, representatives and employees (the "**Related Parties**") to the fullest extent permitted by law.
- Fullon does not represent or warrant that the Service will operate without interruption, meet any performance or reliability standard, achieve any particular purpose, be compatible with any other system, or have errors that can be corrected.
- Fullon does not control and is not liable for: the Customer's Amazon Connect Customer instance, its configuration, or the accuracy, completeness, timeliness or availability of the information it provides; any AWS or Amazon Connect service interruption, API error or unavailability, throttling, quota or service-limit change, API or platform change, delayed or inaccurate metric, authentication failure, or other failure or change in AWS or Amazon Connect; information, products or services offered by other third parties on or through the Service or the platform on which it is provided; or the Service not working because the Customer or its Users lack connectivity or data allowance.
- The Customer acknowledges that the Service's alerts rely on browser notification services and on the Apple and Google push notification services, that these work less reliably on cellular networks, and that Fullon therefore cannot assure their delivery in a timely fashion. Alerts are a help, not a guarantee, and the Customer will not rely on the Service as its only means of supervising its contact centre.

- Operational information. Metrics, queue information, agent-status counts, alerts and other information displayed by the Service are derived from data made available by Amazon Connect and other third-party services and may be delayed, incomplete or inaccurate. The Service is intended as an operational aid. The Customer remains responsible for monitoring and managing its contact- centre operations and for verifying information before relying on it for business-critical decisions.
- Fullon is not liable for loss or damage in connection with the Customer's failure to comply with its responsibilities under this Agreement.
- To the fullest extent permitted by law, in no event will Fullon and its Related Parties be liable (unless in case of gross negligence or wilful misconduct) for any consequential, special, incidental or indirect damages, including loss of use, profits or data, or damage to business or systems, whether in contract, tort, negligence, strict liability or otherwise, arising out of or connected with the use or inability to use the Service, even if advised of the possibility of such damages.
- To the fullest extent permitted by applicable law, the aggregate liability of Fullon and its Related Parties arising out of or relating to this Agreement or the Service, regardless of the number of claims, events or causes of action and whether in contract, tort, negligence, strict liability or otherwise, shall not exceed the fees paid or payable by the Customer for the Service during the twelve (12) months immediately preceding the event giving rise to the first such claim.
- Nothing in this Agreement excludes or limits liability to the extent that such liability cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence or for fraud.

9. Indemnity

- The Customer agrees to indemnify, defend and hold harmless Fullon and its Related Parties from and against all liabilities, expenses and costs, including reasonable legal fees, incurred in connection with any third-party claim or demand arising out of or connected with: (i) the Customer's unlawful use or misuse of the Service or Documentation; (ii) the Customer's violation of this Agreement; or (iii) Customer data, materials, uploads or transmissions, including any allegation that they infringe or violate a third party's rights. The Customer will cooperate as reasonably required in the defence of any such claim.
- Fullon will defend the Customer against a third-party claim that the Service, used in accordance with this Agreement, infringes that third party's intellectual property rights, and will pay damages finally awarded against the Customer or agreed in settlement by Fullon, provided the Customer notifies Fullon promptly, gives Fullon sole control of the defence and settlement, and cooperates reasonably. Fullon will not enter into a settlement imposing liability or an admission of fault on the Customer without its prior written consent, not to be unreasonably withheld. Fullon may procure the right to continue use, modify the Service so that it is non-infringing, or terminate the subscription and refund fees prepaid for the unused term. This obligation does not apply to claims arising from the Customer's data, use contrary to this Agreement, or combination with items not provided by Fullon. All defence costs, legal fees, settlement amounts, damages, refunds and any other amounts incurred or payable by Fullon under or in connection with this paragraph are included within, and not in addition to, the aggregate liability cap in section 8.

10. Term, suspension and termination

- This Agreement applies from the start of the subscription and continues for its duration.
- Fullon may suspend or terminate with immediate effect the Customer's right to access and use the Service if Fullon believes or has reasonable grounds to suspect that the Customer is violating this Agreement or the order, including the use restrictions or failure to pay fees due, or if the Customer's use poses a material risk to the security or operation of the Service or another customer's data. Where the cause is capable of remedy and presents no such risk, Fullon will give notice and allow fourteen (14) days.

- The Customer may terminate if Fullon materially breaches this Agreement and does not cure within thirty (30) days of written notice, and will receive a refund of fees prepaid for the unused part of the term.
- Unless Fullon states otherwise, upon any termination all rights and licences granted to the Customer end immediately. Sections 4, 5, 8, 9 and 11 survive.

11. Miscellaneous

- **Force majeure.** Fullon is not liable for any failure or delay due to causes beyond its reasonable control, including acts of God, war, strikes, embargoes, government orders, pandemics, inaccessibility, failure or downtime of telecommunications, networks, computers, servers or internet connections, cyberattacks or unauthorised access to Fullon's systems by third parties, or failures, interruptions, changes or discontinuation of third-party cloud infrastructure, APIs or other third-party services on which the Service depends, including AWS and Amazon Connect.
- **Severability.** If a provision is held invalid or unenforceable, the others remain enforceable and the invalid provision is deemed modified so as to be valid to the maximum extent permitted by law.
- **Waiver.** Failure to enforce a provision is not a waiver of it or of any other.
- **Assignment.** The Customer may not assign or transfer this Agreement. Fullon may (i) transfer or assign it, in whole or in part, to an affiliate or in connection with a merger or sale of substantially all of its assets, and (ii) subcontract performance or support to affiliates, contractors and third-party service providers, remaining responsible for their performance.
- **Notices.** Notices must be in writing; to Fullon at support@fullonpulse.com, to the Customer at the contact details it has provided. Each party consents to receiving notices by email.
- **Entire agreement.** This Agreement, its Annexes and the AWS Marketplace listing constitute the entire agreement between the parties on its subject matter.
- **Governing law and jurisdiction.** This Agreement is governed by the laws of Finland, without regard to conflict of law principles and excluding the UN Convention on Contracts for the International Sale of Goods. All disputes shall be subject to the exclusive jurisdiction of the courts of Helsinki, Finland.
- **Language.** This Agreement is concluded in English; any translation is for convenience only.

Annex A — The Service and the access it requires

Fullon Pulse reads queue and agent figures from the Customer's Amazon Connect Customer instance approximately every ten seconds and presents them as a live wallboard on wall displays, in web browsers and in the iOS and Android applications, with per-user thresholds, alarm rules with quiet hours, a locked public display mode, administration of Users, groups, single sign-on and access scopes, an administrative audit record, and English and Finnish interfaces.

The read-only permissions currently required by the Service are listed below. Fullon may update the required permissions where reasonably necessary to provide, maintain, secure or improve the Service, including in response to changes made by AWS, provided that Fullon will not require write access to the Customer's Amazon Connect Customer instance without the Customer's express agreement. Fullon will give the Customer thirty (30) days' notice of any change to the required permissions, and the Customer may terminate without penalty, with a refund of fees prepaid for the unused term, if it does not accept the change. The permissions currently required are:

connect:GetCurrentMetricData	connect:ListRoutingProfiles
connect:GetMetricDataV2	connect:ListRoutingProfileQueues
connect:GetCurrentUserData	connect:SearchContacts
connect:ListQueues	connect:DescribeContact

Annex B — Data Processing Agreement

*This Data Processing Agreement (the "**DPA**") forms part of this Agreement. It is entered into to satisfy Article 28 of Regulation (EU) 2016/679 ("**GDPR**") and prevails over the rest of this Agreement on any matter concerning personal data. A Customer requiring a separately signed copy may request one at support@fullonpulse.com.*

B1. Roles and scope

- For the processing described in Appendix 1, the Customer is the controller and Fullon is the processor. Each party complies with the data protection law applicable to it.
- The Customer is responsible for the lawfulness of the personal data it makes available to the Service and of the instructions it gives.
- Fullon is an independent controller for its own business records — billing, contract administration and the contact details of the Customer's representatives. That processing falls outside this DPA.

B2. Instructions

- Fullon processes personal data only on the Customer's documented instructions, including as to transfers, unless required otherwise by Union or Member State law; where that applies, Fullon informs the Customer beforehand unless the law prohibits it.
- The Agreement, this DPA and the Customer's use of the Service's administration functions are the Customer's complete documented instructions. Any other instruction is agreed separately in writing and may be charged for.
- Fullon informs the Customer if an instruction appears to it to infringe data protection law, and may suspend the affected processing until the instruction is withdrawn or amended.

B3. Confidentiality

- Fullon ensures that persons authorised to process personal data are bound by an appropriate obligation of confidentiality, that access is limited to those who need it for their duties, and that the obligation survives their engagement.

B4. Security

- Taking into account the nature, scope, context and purposes of the processing, the limited categories of personal data concerned and the risks to individuals, Fullon maintains technical and organisational measures appropriate to the risk in accordance with Article 32 GDPR, including: individual user accounts and session controls; mandatory multi-factor authentication for administrative access; encryption in transit and at rest; logical separation of customer environments and access rights; least-privilege access; logging of sign-in and administrative events; documented retention and deletion; managed infrastructure with backup and recovery; and an incident response procedure with a controlled deployment process.
- Fullon maintains a current description of those measures and of its retention periods and provides it on request. Fullon may change the measures provided the level of security is not reduced.
- The measures are not a guarantee that the Service will be uninterrupted or immune from every security threat.

B5. Sub-processors

- The Customer gives Fullon general written authorisation to engage sub-processors. Those engaged at the date of this Agreement are listed in Appendix 2.
- Fullon gives at least thirty (30) days' written notice before adding or replacing a sub-processor. The Customer may object on reasonable data protection grounds within that period; if the parties cannot resolve the objection, the Customer may terminate the Agreement on written notice with a refund of fees prepaid for the unused term, as its sole remedy.
- Fullon imposes on each sub-processor obligations no less protective than those in this DPA and remains fully liable to the Customer for the performance of that sub-processor's obligations, as required by Article 28(4) GDPR, subject as between Fullon and the Customer to section B11.

B6. Data subject rights and assistance

- The Service's administration functions allow the Customer to access, correct, export and delete the personal data of its own Users without Fullon's involvement; that is the primary route for responding to data subject requests. Taking into account the nature of the processing, Fullon assists the Customer so far as possible with requests it cannot handle that way.
- If a data subject contacts Fullon directly, Fullon does not respond on the substance, refers the data subject to the Customer, and informs the Customer without undue delay.
- Taking into account the nature of the processing and the information available to it, Fullon provides the assistance reasonably required under Articles 32 to 36 GDPR. Assistance available through the standard functions of the Service is included in the fees; customised reports, extensive questionnaires, assessments or technical work may be charged at Fullon's then-current rates, unless the assistance is required because of Fullon's breach of this DPA.

B7. Personal data breach

- Fullon notifies the Customer without undue delay after becoming aware of a personal data breach affecting personal data processed under this DPA. The notification may be given in phases as information becomes available and is not an admission of fault or liability.
- The notification describes, as far as then known, the nature of the breach, the categories and approximate number of data subjects and records concerned, the likely consequences, the measures taken or proposed, and a contact point.
- Fullon does not notify a supervisory authority or any data subject on the Customer's behalf unless instructed in writing, and makes no public statement identifying the Customer without its prior written consent, unless required by law.

B8. Return and deletion

- On expiry or termination of the Agreement, Fullon returns or deletes the personal data processed under this DPA at the Customer's written choice, unless applicable law requires retention. Configuration data remains available for export on request for forty-five (45) days, after which Fullon deletes it.
- Return is limited to data stored by the Service and technically available for export; any customised export may be charged at Fullon's then-current rates.
- Copies held in routine backups and point-in-time recovery are deleted as those mechanisms expire and are not restored except to recover the Service as a whole.
- Operational data originates in and remains in the Customer's own Amazon Connect Customer instance and is unaffected.

B9. Information and audit

- Fullon provides the information reasonably necessary to demonstrate compliance with Article 28 GDPR. Written information, policies, completed questionnaires and any available third-party certifications or reports are the primary means of verification.
- The Customer may request an audit only where that information is demonstrably insufficient, a competent supervisory authority requires one, or the Customer has reasonable and documented grounds to suspect a material breach of this DPA affecting its personal data.
- An audit requires thirty (30) days' prior written notice, takes place during normal business hours, no more than once in any twelve-month period, and must not unreasonably disrupt Fullon's operations or compromise another customer's security, confidentiality or data. It is conducted by the Customer or an independent auditor bound by confidentiality, complying with Fullon's reasonable security requirements and not a competitor of Fullon.
- The Customer bears its own audit costs and reimburses Fullon's reasonable time and expenses, unless the audit establishes a material breach of this DPA by Fullon. Nothing in this section limits the powers of a supervisory authority.

B10. Transfers outside the EEA

- The Service is operated from cloud infrastructure in the European Union (Frankfurt) and personal data is stored there.
- Two functions involve processing outside the EEA, as noted in Appendix 2: delivery of notifications to handsets, which necessarily passes through the operator of the mobile platform; and the logs of the web application firewall protecting the sign-in path, which the infrastructure provider operates in the United States and which contain IP addresses.
- Where processing involves a transfer outside the EEA, Fullon ensures it is based on a mechanism recognised under Chapter V GDPR, such as an adequacy decision or the European Commission's Standard Contractual Clauses, and makes reasonable information about that mechanism available on request. Fullon will not introduce a materially different category of transfer without notice under section B5.

B11. Liability

- Liability under this DPA is subject to the exclusions and limitations in section 8 of the Agreement.
- That does not limit either party's liability towards a data subject under Article 82 GDPR, or either party's liability for an administrative fine imposed on it under Article 83 GDPR.

B12. Term, changes and governing law

- This DPA takes effect at the start of the subscription and continues for as long as Fullon processes personal data on the Customer's behalf.
- Changes to this DPA are made in accordance with section 1 of this Agreement.
- If applicable law changes, or a supervisory authority or court requires it, the parties negotiate in good faith the amendments needed to keep this DPA compliant.
- This DPA is governed by Finnish law, and disputes are resolved as set out in section 11 of the Agreement.

Annex B, Appendix 1 — Details of the processing

Purpose and nature. Fullon hosts and operates the Fullon Pulse service for the Customer: it authenticates the Customer's Users, keeps the settings and alarm rules they create, reads operational data from the Customer's own Amazon Connect Customer instance, presents that data as aggregate figures, sends alarm notifications, and records administrative actions.

The Service is not intended for employee monitoring, individual performance assessment or automated decision-making concerning individuals. The Customer determines the configuration, filters, team structure and purposes for which it uses the aggregate information, and remains responsible for ensuring that its use complies with applicable employment and data protection law.

Duration. The term of the Agreement, followed by return or deletion under section B8.

Categories of data subjects. The Customer's Users; individuals invited to become Users; and individuals working in the Customer's contact centre whose presence or status records, or contact records, are read to calculate aggregate figures and the list of waiting contacts. Those individual records and their identifiers are accessed transiently and are neither retained in the Service nor displayed to Users.

Categories of personal data. User names, email addresses and account identifiers; authentication data and tokens; records of sessions, sign-ins and administrative actions; alarm rules and alarm events; handset registration identifiers; invitations; IP addresses in security logs; and transient agent identifiers, presence or status information, contact identifiers, timestamps and related queue or organisational information read solely to calculate aggregate figures and the list of waiting contacts.

The Service is not intended to process special categories of personal data under Article 9 GDPR, criminal conviction data, payment card data or other sensitive content, and the Customer shall not intentionally submit such data to it.

Retention. Records that are not kept indefinitely carry an expiry timestamp and are removed automatically; the current periods range from twelve hours to one hundred and eighty days depending on the record and are set out in the description referred to in section B4. Alarm rules are kept until deleted by their owner, and the record of administrative actions for the term of the Agreement.

Annex B, Appendix 2 — Sub-processors

Sub-processor	Role	Location of processing
Amazon Web Services EMEA SARL, Luxembourg	Hosting, computing, databases, storage, identity, content delivery, notification and email delivery	European Union (Frankfurt). Web application firewall control plane and its logs: United States
Google Ireland Limited / Google LLC	Delivery of notifications to Android handsets	Global, including the United States
Apple Distribution International Ltd / Apple Inc.	Delivery of notifications to Apple handsets	Global, including the United States

A notification carries the alarm text — for example a queue name and a figure — and the identifier of the receiving handset. It carries no account name and no data about any individual agent.