

SaaS Terms & Conditions

Last updated: March 30, 2026

Effective 30 March 2026

Applicable to Order Forms signed on or after 30 March 2026. (If you signed your Order Form before this date, please access our [legal archive](#) for previous versions of our Terms and Conditions).

These Terms and Conditions, together with its Schedules (the "Terms") are made and entered into on the Effective Date by and between StackOne Technologies Limited, a company incorporated in England and Wales (company number 14684360), with registered offices at 2 Communications Road, Newbury, Berkshire, England, RG19 6AB ("StackOne"), and the entity or individual accepting these terms ("Customer"). These Terms along with the Customer Order constitute the agreement between the parties (collectively referred to as the "Agreement").

Customer's use of the Service is also governed by StackOne's Service Consumption Schedule at stackone.com/terms/service-consumption-schedule.

Effective Date. This Agreement takes effect on the earlier of: (a) the date Customer first accesses the Service through any online registration or provisioning process; or (b) the effective date of the first Customer Order referencing this Agreement (the "Effective Date").

Acceptance. By accessing or using the Service, or by clicking to accept this Agreement where that option is made available, Customer agrees to be bound by this Agreement. If Customer does not agree to this Agreement, Customer must not access or use the Service.

Modifications. StackOne may update this Agreement from time to time. Unless otherwise specified, changes will become effective upon renewal of Customer's then-current subscription term or upon the effective date of a new Customer Order. StackOne will use reasonable efforts to notify Customer of material changes via email or through Customer's account. Continued use of the Service after the updated Agreement takes effect constitutes acceptance of such updated terms.

1. Definitions

Capitalised terms not otherwise set out in these Terms shall have the meaning set out in the attached Schedule 1 (Definitions).

2. The Service

2.1 Provision of Service. Subject to the terms of this Agreement and any applicable Customer Order, StackOne shall make the Service available to Customer for the Purpose during the Term. StackOne will comply with Applicable Laws related to the provision of the Service to its customers generally.

2.2 Service Capabilities. The Service enables Customer to:

- (a) connect SaaS applications and AI applications to Third-Party Systems via StackOne Integrations;
- (b) make Action Calls to retrieve data from, or take actions in, Third-Party Systems;
- (c) utilise supported protocols;
- (d) access governance and configuration features to manage access, permissions, and usage;
- (e) build and customise Connectors using the Connector Builder, which includes a CLI tool and an AI-powered agent; use of the AI-powered agent component is subject to Clause 2.3 and the AI Services Addendum;
- (f) test Actions against connected accounts using the Playground, which is an optional, AI-powered testing environment not intended for production use. Use of the Playground is subject to the AI Services Addendum; and
- (g) access security features including, where enabled, StackOne's prompt injection protection functionality embedded within the Service ("Defender"). Where Defender is accessed via open source, the applicable open source licence governs exclusively and these Terms do not apply to such access

2.3 AI Features. If Customer elects to use AI Features, such use is subject to the AI Services Addendum at stackone.com/terms/ai-services-addendum, which is incorporated into this Agreement by reference. StackOne will clearly identify AI-powered functionality within the Service. StackOne may introduce additional AI Features from time to time, which will be subject to the AI Services Addendum.

2.4 Third-Party Services. Customer may use third-party products, services, or Third-Party Systems in connection with the Service. StackOne is not responsible for any third-party products or services and shall have no liability arising from their use, configuration, or performance, except where StackOne has expressly subcontracted such third party.

2.5 Affiliates. If any of Customer's Affiliates wish to purchase access to the Service, such Affiliate shall execute a separate Customer Order and shall be bound by this Agreement as if such Affiliate were a signatory.

2.6 Preview Features.

General. StackOne may make certain features, functionality or integrations available on a preview basis from time to time ("Preview Features"). Preview Features are features that are in active development and have not yet completed StackOne's full quality assurance process. StackOne will identify and label each Preview Feature within the services. Preview Features are provided "as is" without any warranty, indemnity, service level commitment, or support obligation, except as set out in Clause 2.6(b) with respect to Preview Connectors. StackOne may deprecate or terminate any Preview Features at any time for any reason.

Preview Connectors. Where a Preview Feature consists of a Connector that has been developed and partially tested but has not yet completed full quality assurance ("Preview Connector"), Customer may report issues to StackOne in writing and StackOne commits to reviewing and addressing reported issues, with no commitment as to timeline or prioritisation.

Starter Plan. Customers on the Starter Plan receive all features, including Preview Connectors, on an 'as is' basis without any warranty, indemnity, service level commitment, or support obligation. The commitment in Clause 2.6(b) applies only to customers on a paid plan.

3. Customer Responsibilities

3.1 Acceptable Use. Customer shall use the Service in accordance with this Agreement, the Documentation, and the Acceptable Use Policy at stackone.com/terms/acceptable-use-policy, which is incorporated into this Agreement by reference.

3.2 General Obligations. Customer shall:

- (a) comply with all Applicable Laws in connection with its use of the Service;
- (b) be responsible for the acts and omissions of its Users and ensure their compliance with this Agreement;
- (c) promptly notify StackOne of any issues, security incidents or suspected misuse of the Service and promptly provide all necessary information and co-operation reasonably required by StackOne to enable it to diagnose and remedy such issues; and

(d) be solely responsible for procuring and maintaining its network connections and for all problems arising from its network or systems.

3.3 Customer Data. Customer is solely responsible for the accuracy, content, and legality of all Customer Data and End Customer Data (where applicable). Customer represents and warrants that it has all necessary rights, licences, and consents to: (a) use and provide such data to the Service; (b) permit StackOne to process such data as contemplated by this Agreement; and (c) grant the rights granted herein.

3.4 Sensitive Data. Customer shall not submit to the Service any data subject to heightened regulatory requirements (including protected health information under HIPAA, payment card data under PCI-DSS, or special category data under GDPR) unless Customer has: (a) notified StackOne in writing; (b) entered into any additional agreements required by StackOne; and (c) received StackOne's written confirmation that the Service is configured to handle such data.

4. Fees and Payment

4.1 Fees. Customer shall pay to StackOne the Fees specified in the applicable Customer Order, calculated in accordance with the Service Consumption Schedule. All Fees are non-cancellable and, except as expressly provided in this Agreement, non-refundable.

4.2 Overage. If Customer's use of the Service exceeds the usage or capacity specified in the Customer Order or Starter Plan limits, StackOne shall invoice Customer monthly in arrears for such additional usage at the rates specified in the Service Consumption Schedule.

4.3 Payment Terms. StackOne will submit an invoice to Customer in accordance with the billing frequency in the Customer Order and the Service Consumption Schedule. Customer shall pay invoices in full and without deduction by electronic money transfer to the account details provided on each invoice and the currency specified in the Customer Order. Unless otherwise specified in the Customer Order, all invoices are due within thirty (30) days of the date of invoice ("Due Date"). StackOne may charge interest on overdue amounts at the rate of 4% per annum above the Bank of England base rate, or the maximum rate permitted by law, whichever is lower.

4.4 Disputed Invoices. If Customer disputes any invoice in good faith, Customer must notify StackOne in writing within thirty (30) days of the invoice date, providing reasonable detail. The parties shall work together in good faith to resolve any dispute.

4.5 Overdue Fees. If StackOne has not received payment for any invoices for the Fees, which are not the subject of a bona fide dispute, by the Due Date and without prejudice to any other rights and remedies of StackOne, StackOne reserves the right, by giving thirty (30) days' prior written notice to Customer, if such payment default is not cured within such notice period, to: (a) disable Customer's

password, account and access to all or part of the Service and StackOne shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid, and (b) charge interest which shall accrue on such overdue amounts at the higher of (i) an annual rate equal to 4% or (ii) the maximum interest rate allowed under applicable law. For clarity, Customer will continue to be charged for the Services during any period of suspension.

4.6 Taxes. All Fees are exclusive of VAT and any other applicable taxes, which shall be payable by Customer at the rate and in the manner prescribed by law. Customer is solely responsible for paying all applicable Taxes relating to the Agreement and the use or access to the Service.

5. Data and Security

5.1 Customer Data Ownership. As between the parties, Customer retains all right, title, and interest in and to the Customer Data and End Customer Data (where applicable). Customer grants StackOne a non-exclusive royalty-free licence to use, copy, store, transmit, and display such data solely to the extent necessary to provide the Service in accordance with this Agreement. StackOne shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data or End Customer Data caused by any third party (except those third parties subcontracted by StackOne) unless solely caused by StackOne's negligence or wilful misconduct.

5.2 Data Processing. Each party shall comply with Applicable Data Protection Laws. The parties shall comply with the data processing addendum ("DPA") with respect to any personal data processed pursuant to this Agreement. Unless otherwise agreed, the DPA at stackone.com/terms/dpa shall apply.

5.3 StackOne Security. StackOne will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, in accordance with the security policy at trust.stackone.com.

5.4 Customer Security Responsibilities. Customer is responsible for: (a) security of its own environment and systems; (b) its configuration of the Service; (c) provisioning and managing Users, including authentication and access privileges; and (d) deauthorising personnel who no longer require access.

5.5 Data Deletion. Upon termination or expiration of this Agreement, StackOne shall delete Customer Data from its systems in accordance with the DPA and its standard data retention policies, except as required by Applicable Law.

5.6 Anonymised Data. StackOne may anonymise data derived from Customer's use of the Service such that neither Customer nor any End Customer can be identified ("Anonymised Data"). The

Anonymised Data will be deemed StackOne Data. StackOne may use Anonymised Data for its own purposes, including to develop and improve the Service.

5.7 BAA. The Customer may instruct StackOne to process PHI (defined in the BAA) in the delivery of the Service and for the Purpose. StackOne shall comply with the provisions of the BAA with respect to the processing of all PHI.

6. Intellectual Property

6.1 StackOne IP. StackOne and its licensors retain all right, title, and interest in and to the Service, Documentation, StackOne Integrations, and all related intellectual property rights. Nothing in this Agreement transfers any ownership of such intellectual property to Customer.

6.2 Licence to Use. Subject to the terms of this Agreement, StackOne grants Customer a non-exclusive, non-transferable, non-sublicensable licence to access and use the Service during the Term solely for the Purpose.

6.3 Feedback. If Customer provides feedback, suggestions, or recommendations regarding the Service ("Feedback"), Customer grants StackOne a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully sublicensable licence to use, incorporate, and otherwise exploit such Feedback for any purpose.

7. Confidentiality

7.1 Confidential Information. "Confidential Information" means any information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") that is marked as confidential or that a reasonable person would understand to be confidential. Customer Data, StackOne Data and the terms of this Agreement are Confidential Information.

7.2 Obligations. The Receiving Party shall: (a) protect the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information; (b) not disclose such Confidential Information to any third party except to employees, agents, and professional advisors who need to know and are bound by confidentiality obligations not less protective than those contained in this Agreement ("Representatives") and each party shall be responsible for compliance with the terms of this Agreement by its Representatives; and (c) use such Confidential Information only to exercise its rights or perform its obligations under this Agreement.

7.3 Exceptions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was lawfully in the Receiving Party's

possession prior to disclosure; (c) is lawfully obtained from a third party without breach of any confidentiality obligation; or (d) is independently developed without use of the Disclosing Party's Confidential Information, which independent development can be shown by written evidence.

7.4 Confidentiality Period. The obligations of confidentiality under this clause shall survive any expiration or termination of the Agreement for a period of two (2) years from the date of termination, except for any information which is deemed a trade secret of a party in respect of which the obligations of confidentiality shall continue for as long as such information remains a trade secret. Subject to clause 7.2 and except where a party is expressly required by law to retain a copy, on termination of the Agreement or when requested to do so in writing by the Disclosing Party, the Receiving Party shall promptly: (a) deliver to the disclosing party any documents and other materials in its possession or control that contain any of the Confidential Information; and (b) permanently delete, destroy and erase all electronic copies of the Confidential Information from any computer or data storage system into which the Confidential Information was entered (except where a party is required by Applicable Law to keep copies); and (c) make no further use of the Confidential Information.

7.5 Remedies. The receiving party acknowledges that breach of the confidentiality obligations would cause irreparable harm to the disclosing party, the extent of which may be difficult to ascertain. Accordingly, the receiving party agrees that, in addition to any other remedies available to it, the disclosing party is entitled to seek immediate injunctive relief in the event of breach of an obligation of confidentiality by the receiving party, and that the disclosing party shall not be required to show irreparable harm in order to obtain such injunctive relief.

8. Warranties and Disclaimer

8.1 Mutual Warranties. Each party represents and warrants that: (a) it has the requisite power and authority to enter into this Agreement; and (b) this Agreement constitutes legal, valid, and binding obligations.

8.2 Customer Warranties. Customer represents and warrants that:

(a) it has all necessary rights, licences, and consents to provide Customer Data and End Customer Data (where applicable) to the Service;

(b) it has obtained and will maintain all consents, licences, and approvals required to enable the StackOne Integrations between the Service, Third-Party Systems, and the Customer Application;

(c) the provision of such data to StackOne, and StackOne's processing of such data as contemplated by this Agreement, will not violate any Applicable Laws or infringe the rights of any third party; and

(d) it has provided all necessary notices and obtained all necessary consents from End Customers (where applicable) for StackOne to process End Customer Data in accordance with this Agreement and the DPA.

8.3 StackOne Warranties. StackOne warrants that: (a) it will provide the Service in accordance with Applicable Laws; (b) the Service will perform materially in accordance with the Documentation; and (c) it will not materially decrease the overall functionality of the Service during the Term.

8.4 Warranty Remedy. StackOne will use reasonable efforts to correct any verified breach of the warranty in Clause 8.3 reported by Customer within thirty (30) days of discovery. If StackOne fails to do so within a reasonable period, this shall be Customer's exclusive remedy for breach of Clause 8.3.

8.5 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS CLAUSE 8 (WARRANTIES AND DISCLAIMER), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND STACKONE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

STACKONE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE.

NOTWITHSTANDING ANYTHING HEREIN, STACKONE IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY SYSTEMS OR OTHER THIRD-PARTY SERVICES, INCLUDING THEIR AVAILABILITY, ACCURACY, OR PERFORMANCE. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS SELECTION AND USE OF THIRD-PARTY SYSTEMS AND FOR ENSURING THAT SUCH USE COMPLIES WITH ANY APPLICABLE TERMS OF SERVICE.

CUSTOMER IS SOLELY RESPONSIBLE FOR: (A) TESTING ANY INTEGRATIONS BEFORE USING THEM IN A LIVE ENVIRONMENT; (B) THE PROTECTION OF ITS DATA AND SYSTEMS, INCLUDING THROUGH APPROPRIATE SECURITY MEASURES; AND (C) THE TIMELY CREATION OF BACK-UP COPIES OF CUSTOMER DATA.

STACKONE DOES NOT WARRANT THAT THE RESULTS OF USING THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS.

STACKONE SHALL NOT BE LIABLE FOR ANY DAMAGE (INCLUDING LOSS OR CORRUPTION OF DATA), OR RESPONSIBLE FOR RESTORATION OF SUCH DATA, TO THE EXTENT SUCH DAMAGE RESULTS FROM: (A) CUSTOMER'S INSUFFICIENT TESTING PRIOR TO DEPLOYMENT IN A LIVE ENVIRONMENT; (B) CUSTOMER'S FAILURE TO MAINTAIN ADEQUATE BACK-UPS; (C) CUSTOMER'S

CONFIGURATION OF THE SERVICE; OR (D) THE ACTS OR OMISSIONS OF ANY THIRD-PARTY SYSTEM OR THIRD-PARTY SERVICE.

WITH RESPECT TO AI FEATURES, CUSTOMER ACKNOWLEDGES THAT OUTPUTS ARE GENERATED THROUGH MACHINE LEARNING PROCESSES AND MAY BE INACCURATE, INCOMPLETE, OR INAPPROPRIATE. STACKONE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR SUITABILITY OF ANY OUTPUT FOR ANY PURPOSE.

9. Term and Termination

9.1 Term. This Agreement commences on the Effective Date and continues until terminated (the "Initial Term"). Each Customer Order shall have the initial term specified therein and shall automatically renew for successive periods of one (1) year, or for any other period specified in a Customer Order (each a "Renewal Term") unless: (i) either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term, or any other notice period specified in a Customer Order; (ii) the Parties have entered into a replacement Customer Order for the applicable Renewal Term. Where notice to terminate is given in accordance with clause 9.1, such termination shall take effect at the end of the Initial Term or relevant Renewal Term.

9.2 Termination for Cause. Either party may terminate this Agreement or any Customer Order for cause with immediate effect and without prejudice to any other rights or remedies to which the parties may be entitled by written notice if the other party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching party; or (b) voluntarily files a petition under bankruptcy or insolvency law; shall have a receiver or administrative receiver appointed over it or any of its assets; or becomes subject to an administration order; or enters into any voluntary arrangement with its creditors; or ceases or threatens to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.

9.3 Effect of Termination. Upon termination: (a) Customer's right to access the Service shall immediately cease; (b) unless terminated by Customer pursuant to Clause 9.2, Customer remains obligated to pay all Fees accrued prior to termination; and (c) each party shall return or destroy the other party's Confidential Information upon request. Clauses 4, 5, 6, 7, 8.5, 10, 11, and Schedule 1 shall survive termination.

9.4 Suspension. Without limiting StackOne's other remedies (including any termination rights) set forth in this Agreement, StackOne reserves the right to suspend Customer's access to or prohibit the use of the Service if: (a) Fees are thirty (30) days or more overdue and are not subject to a good faith dispute pursuant to Clause 4.4 (Disputed Invoices); (b) if StackOne deems such suspension necessary as a result of Customer's breach of the Acceptable Use Policy, Clause 3.4 (Sensitive

Data), or Clause 12.9 (Export Compliance); (c) if StackOne reasonably determines suspension is necessary to avoid material harm to StackOne, the Service, or its customers, including if the Service is experiencing denial of service attacks, flooding, or other attacks or disruptions outside of StackOne's reasonable control; or (d) as required by Applicable Law or at the request of a governmental authority. Where practicable, StackOne will provide Customer with prior notice of the suspension so that Customer may seek to resolve the issue and avoid such suspension.

10. Indemnification

10.1 StackOne Indemnity. Except to the extent arising from Customer's acts or omissions, StackOne will defend, indemnify, and hold harmless Customer and its subsidiaries and Affiliates, and their respective officers, directors, and employees, against any third-party claims alleging that Customer's authorised use of the Service infringes such third party's Intellectual Property Rights, and will pay damages and reasonable costs finally awarded or agreed in settlement. If the Service is held, or in StackOne's reasonable opinion is likely to be held, infringing, StackOne may at its option and expense: (a) modify the Service to make it non-infringing while maintaining substantially equivalent functionality; (b) replace the Service with a functionally equivalent non-infringing alternative; (c) obtain a licence for Customer's continued use of the Service; or (d) if none of the foregoing is commercially practicable, terminate the affected Service and provide a pro-rata refund for any prepaid Fees for the unused portion of the Term. This Clause 10.1 states StackOne's entire liability and Customer's exclusive remedy for claims alleging infringement of Intellectual Property Rights.

10.2 Customer Indemnity. Customer shall indemnify and defend StackOne and its subsidiaries and Affiliates, and their respective officers, directors, and employees, against any third-party claim arising from: (a) Customer Data or End Customer Data (where applicable); (b) Customer's use of the Service in breach of this Agreement or the Acceptable Use Policy; or (c) Customer's violation of Applicable Laws.

10.3 Indemnification Process. The indemnified party shall: (a) give the indemnifying party prompt written notice of any claim (provided that failure to do so shall not relieve the indemnifying party of its obligations except to the extent materially prejudiced); (b) give the indemnifying party sole control of the defence and settlement of the claim (provided that the indemnifying party may not settle any claim that admits liability on the part of, or imposes obligations on, the indemnified party without its prior written consent); and (c) provide reasonable assistance to the indemnifying party at the indemnifying party's expense.

11. Limitation of Liability

11.1 NO CONSEQUENTIAL DAMAGES. EXCEPT AS SET FORTH IN CLAUSE 11.5 (EXCLUDED LIABILITIES), IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, BUSINESS OPPORTUNITY, ANTICIPATED SAVINGS, GOODWILL, REVENUE, DATA OR USE OF DATA (INCLUDING CORRUPTION OF DATA), OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER FORESEEABLE OR NOT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 GENERAL CAP. EXCEPT AS SET FORTH IN CLAUSE 11.3 (SPECIAL CAP) AND CLAUSE 11.5 (EXCLUDED LIABILITIES), THE AGGREGATE, CUMULATIVE LIABILITY OF EACH PARTY (INCLUDING ITS AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND SUPPLIERS) UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE CUSTOMER ORDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (THE "GENERAL CAP").

11.3 SPECIAL CAP. THE AGGREGATE, CUMULATIVE LIABILITY OF STACKONE (INCLUDING ITS AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND SUPPLIERS) FOR A BREACH OF ITS OBLIGATIONS IN CLAUSE 5 (DATA AND SECURITY) OR CLAUSE 7 (CONFIDENTIALITY) THAT RESULTS IN THE UNAUTHORISED DISCLOSURE OF CUSTOMER DATA SHALL NOT EXCEED TWO (2) TIMES THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE CUSTOMER ORDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (THE "SPECIAL CAP").

11.4 NO CUMULATIVE LIABILITY. IN NO EVENT WILL STACKONE (OR ITS AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND SUPPLIERS) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL CAP AND SPECIAL CAP, AND SUCH CAPS SHALL NOT BE CUMULATIVE. THE MONETARY CAPS SET FORTH IN THIS CLAUSE 11 SHALL APPLY, ON AN AGGREGATED BASIS, ACROSS THIS AGREEMENT AND ANY SEPARATE AGREEMENT(S) GOVERNING CUSTOMER'S USE OF THE SERVICE ENTERED INTO BETWEEN STACKONE AND ANY OF CUSTOMER'S AFFILIATES.

11.5 EXCLUDED LIABILITIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CLAUSE 11, LIABILITY IS NOT LIMITED FOR: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any other liability which cannot be excluded or limited by Applicable Law; (d) either party's gross negligence or wilful misconduct in the performance of its obligations under this Agreement; (e) infringement or misappropriation by a party of the other party's Intellectual Property Rights; (f) StackOne's indemnification obligations under Clause 10.1 (StackOne Indemnification); (g) Customer's indemnification obligations under Clause 10.2 (Customer

Indemnification); (h) Customer's payment obligations under Clause 4 (Fees and Payment); and (i) Customer's breach of Clause 3.4 (Sensitive Data) or the Acceptable Use Policy.

11.6 STACKONE EXCLUSIONS. WITHOUT LIMITING THE FOREGOING, STACKONE SHALL NOT BE LIABLE TO CUSTOMER: (a) for any damage caused by errors or omissions in any information, data, or instructions provided to StackOne by Customer, or any actions taken by StackOne at Customer's direction; (b) for any third-party products or services accessed or used by Customer through the Service, including Third-Party Systems (excluding third parties expressly subcontracted by StackOne); (c) where any failure to provide the Service is caused by a network, hardware, or software fault in equipment not under StackOne's control; (d) for loss or damage caused by Customer's delay or failure to provide required information, cooperation, or to fulfil its obligations under this Agreement; (e) for use of the Service in breach of the Agreement or the Acceptable Use Policy; (f) for any unauthorised access to the Service resulting from Customer's acts or omissions, including any malicious security breach; or (g) for conclusions drawn from, or decisions made based on, the use of the Service or any Output generated by AI Features.

11.7 Independent Allocation of Risk. Each provision of this agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages reflects an allocation of risk between the parties. Each such provision is severable and independent of all other provisions of this agreement and shall apply even if any limited remedy has failed of its essential purpose.

12. General Provisions

12.1 Marketing and Publicity.

(a) *Logo Use.* StackOne may use and display Customer's name and logo ("Customer Marks") on its website and in marketing materials to identify Customer as a customer.

(b) *Marketing Initiatives.* StackOne may invite Customer to participate in marketing initiatives (such as a case study, press release, testimonial, or event) and, if Customer agrees, StackOne may use the resulting works ("Marketing Content") in its marketing and promotional materials at its discretion. Customer agrees to cooperate with StackOne in good faith to develop such Marketing Content, including by making relevant personnel reasonably available for interviews. Any Marketing Content shall be subject to Customer's prior written approval before publication, such approval not to be unreasonably withheld, conditioned, or delayed.

(c) *Ownership.* StackOne will own all rights, title, and interest in the Marketing Content, excluding Customer's intellectual property rights in the Customer Marks.

12.2 No Agency; No Third-Party Rights. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has any authority to bind the other party in

any respect to any third party. For the avoidance of doubt, save as expressly provided in Clause 10 (Indemnification), there are no third-party beneficiaries under this Agreement, and a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12.3 Notices. All notices under this Agreement must be in writing and will be deemed to have been duly given: (a) when received, if delivered personally; (b) upon confirmed transmission, if sent by email to an authorised representative; (c) one (1) business day after being sent by recognised overnight delivery service; and (d) upon receipt, if sent by recorded delivery or registered post, return receipt requested. Notices shall be sent to each party at its respective address provided in the then-current Customer Order or, for StackOne, to legal@stackone.com.

12.4 Export Compliance and Sanctions. The Service may be subject to export control laws, trade sanctions, and other restrictions. Customer shall comply with all applicable export controls, trade sanctions, and international trade laws in connection with its use of the Service, including those administered by the United Kingdom, the European Union, and any other applicable jurisdiction. Customer shall not, directly or indirectly: (a) export, re-export, or transfer the Service in violation of Applicable Law; (b) permit access to or use of the Service by any person or entity located in a country or territory subject to comprehensive trade sanctions; or (c) permit access to or use of the Service by any person or entity named on a sanctions or denied party list maintained by the UK, EU, UN, or other applicable governmental authority. Customer represents that neither it nor any of its Users is: (i) located in a country or territory subject to comprehensive trade sanctions; (ii) named on any applicable sanctions or denied party list; or (iii) owned or controlled by any such person or entity.

12.5 Assignment. Agreement may not be assigned by either party without the other party's prior written consent, whether by operation of law or otherwise; provided that either party may assign this Agreement to: (a) an Affiliate; or (b) a successor in the event of a merger, acquisition, or sale of all or substantially all of the assets of such party related to this Agreement, unless such successor is a competitor of the other party. Any purported assignment in violation of this Clause shall be void.

12.6 Force Majeure. If the performance of this Agreement or any obligations hereunder (other than payment obligations) is prevented or interfered with by any act or condition beyond the reasonable control of a party, including acts of God, fire, flood, unusually severe weather, epidemic or pandemic, war, invasion, riot or other civil unrest, government laws, orders or embargoes, strikes or lockouts, or failure of third-party telecommunications or hosting providers (a "Force Majeure Event"), that party, upon giving prompt notice to the other party (including the cause and anticipated duration), shall be excused from such performance for the duration of the Force Majeure Event; provided that the affected party will take all reasonable actions to minimise the consequences and resume performance as soon as practicable.

12.7 Entire Agreement. This Agreement, together with any Customer Order, constitutes the entire agreement between the parties and supersedes all prior agreements relating to its subject matter. Unless otherwise expressly agreed in writing the Agreement applies in place of and prevails over any terms or conditions contained in or referred to in any correspondence or elsewhere or implied by trade custom or course of dealing. Any general terms of business or other terms and conditions of any order or other document issued by the Customer in connection with the Agreement shall not be binding on StackOne. In entering into the Agreement each party acknowledges that it has not relied on any representations made by the other not set out herein. Nothing in this Clause 12.2 limits liability for fraudulent misrepresentation.

12.8 Order of Precedence. In the event of conflict, the order of precedence shall be: (a) Customer Order; (b) DPA; (c) Service Specific Requirements (including the AI Services Addendum); (d) these Terms; (e) Service Consumption Schedule; (f) Documentation.

12.9 Severability. If any provision of this Agreement is adjudicated invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and this Agreement will be amended to the minimum extent necessary to achieve, to the maximum extent possible, the same legal and commercial effect originally intended by the parties. To the extent permitted by Applicable Law, if such modification is not possible, the provision will be severed, and the remainder of this Agreement shall remain in full force and effect.

12.10 Waiver. Except as otherwise provided in this Agreement, no supplement, modification, or amendment of this Agreement shall be binding unless executed by a duly authorised representative of each party. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in writing and signed by a duly authorised representative of the party claimed to have waived. No waiver of any breach shall constitute a waiver of any subsequent breach.

12.11 Interpretation. For purposes of this Agreement: (a) "including" means "including without limitation"; (b) a reference to a statute or statutory provision shall include all subordinate legislation and any amendments, extensions, or re-enactments; (c) any reference to "writing" or "written" includes email to an authorised representative; (d) words importing the singular include the plural and vice versa; (e) words importing gender include all genders; and (f) the headings and division of this Agreement into clauses, schedules, and other subdivisions do not affect its interpretation.

12.12 Governing Law and Jurisdiction. The Agreement and any disputes or claims arising out of or in connection with it shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

12.13 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. Electronic signatures are binding.

Schedule 1: Definitions

"Action" means a discrete operation made available by StackOne within a Connector that Customer can execute against a Third-Party System, such as creating, updating, retrieving, or deleting a record or triggering a workflow.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than 50% of the voting interests.

"AI Features" means features of the Service that utilise artificial intelligence or machine learning, as described in the AI Services Addendum.

"Applicable Data Protection Laws" means all applicable laws relating to data protection, privacy, and the processing of personal data, including the UK GDPR and the Data Protection Act 2018.

"Applicable Laws" means all applicable laws, regulations, and binding codes of practice in any relevant jurisdiction.

"BAA" means the Business Associate Agreement. The applicable BAA shall be the one included in the Customer Order, if any. In the absence of a BAA in the Customer Order, the parties shall default to the standard BAA available at stackone.com/terms/baa.

"Connector" means a discrete integration to a third-party system provided by StackOne, including both standard Connectors, those which are pre-built by StackOne and Custom Connectors.

"Custom Connector" means a Connector built by Customer using StackOne's connector development tools.

"Customer Application" means the application owned and operated by Customer which connects to the Service.

"Customer Data" the (i) data and information provided by Customer to StackOne and/or imported, inputted, uploaded and/or shared by Customer or StackOne on Customer's behalf, for the purpose of using the Service or facilitating Customer's use of the Service; or (ii) data collected and processed by or for Customer through Customer's use of the Services, but excluding StackOne Data.

"Customer Order" means an ordering document, online order, or order process specifying the Service to be provided, pricing, and other commercial terms.

"Documentation" means the user documentation for the Service made available at docs.stackone.com by StackOne.

"End Customer" means, where applicable, Customer's customer that enables and instructs StackOne to process End Customer Data via integrations between the Service, Third-Party Systems, and the Customer Application.

"End Customer Data" means, where applicable, any data transferred to StackOne by End Customer or by Customer on behalf of End Customer.

"Fees" means the fees payable by Customer as specified in the Customer Order and calculated in accordance with the Service Consumption Schedule.

"Linked Account" means a connection to the account of an End Customer (where applicable) or Customer in a Partner's tool made via the Service.

"Partner" means a third party that provides a Third-Party System.

"Playground" means the optional, AI-powered testing interface made available by StackOne within the Service that enables Users to test Actions against connected accounts by interacting with StackOne tools via a conversational interface powered by a large language model. The Playground is intended for testing and familiarisation purposes only and is not intended for use in production environments or against live End Customer accounts.

"Purpose" means connecting Third-Party Systems and the Customer Application via a set of protocols including but not limited to API, MCP and A2A, to: (a) allow the transfer of data to or from Third-Party Systems via StackOne to or from the Customer Application; and (b) process Customer Data and End Customer Data (where applicable) as specified in this Agreement and the DPA.

"Service" means StackOne's integration platform, including the StackOne Integrations, Documentation, and all modifications, updates, and upgrades thereto.

"StackOne Data" means any data or information provided by StackOne to Customer as part of the Service, Aggregated Anonymous Data, and any Feedback.

"StackOne Integrations" means the integrations made available via the Service for the purpose of connecting Third-Party Systems and Customer Applications.

"Term" means the period from the Effective Date until termination of this Agreement.

"Third-Party System" means any third-party system or application to which the Service connects.

"Action Call" means a single request made by Customer's systems to a StackOne application programming interface (API) endpoint, and the corresponding response returned by StackOne, whether such request is successful or unsuccessful. For purposes of usage measurement, each

request to an API endpoint is counted as one (1) Action Call, regardless of the amount of data transmitted, the complexity of the request, or the number of records processed or returned.

“User” means an individual authorised by Customer to use the Service on Customer’s behalf.
