

Terms of use, privacy policy and other legal stuff

Product and Services Catalog

Version: 20210915

1. Introduction

Looking for more detail about the products and services Entiros offers, the features associated with those products, and a transparent explanation of any limits that apply? You've come to the right place! We even think you'll find that our "limits" aren't that limiting at all. If you have any questions, reach out to your Entiros representative or call our sales team at contact@entiros.com

Entiros believe in *Open Application Networking*. An *Application Network* arises when different application development teams provide and consume each other's APIs and Events. It remains *Open* when the developer community (not a central party) develop and operate the parts of the application network together by collaboration, sharing, transparency and empowerment of each party. Entiros has two main solutions to enable Open Application Networking - *Entiros Starlify*, our Software as a Service to manage application networks; and *Integration Services*, our professional services to aid in development and operation of selected APIs and end-to-end Flows in your application network. A third and critical area to empower your development teams is *Entiros Academy* offering training and certification for application networking professionals.

Entiros believe in *Hybrid Integration Platforms*. *Hybrid* both in the sense of hybrid cloud and hybrid vendors, choosing both the locality and best of breed technology for required integration capabilities. Any 3rd party products and services - e.g. of the various cloud and technology providers to build and operate APIs and Events - is not in the scope of Entiros products and services. Entiros

typically recommended suitable technology providers for clients given the integration capabilities needed from case to case. Entiros remains an independent trusted advisor by not reselling these solutions, hence clients contract directly with the required vendors and/or use open source based (free) solutions where applicable.

2. Entiros Starlify

Entiros Starlify - Community Edition

As the underlying solution that powers each Entiros product, Entiros Starlify Community is the heart and soul of your Entiros solution. It goes far beyond simple API and Events registries, aiming to give you incredible insight into your information services (APIs/Events), your end-to-end Flows (chains of APIs/Events) and total application network (the collective set of interdependent APIs/Events) so you can empower your developer community and accelerate your digital transformation.

Entiros Starlify Community is available as a single free edition which includes “lite” versions of select features in our paid products.

Description	Community Free
<p>Application Networking Metadata management to store records for every system, service and reference in your application network. List end-to-end flows and use sub-systems for further detail and to organize and visualize data flows in the application network. View all your application network details in one place.</p>	Yes
<p>Flows Manage your end-to-end service chains between interdependent systems. Auto generate sequence diagrams to clarify service interactions.</p>	Yes
<p>Id's and Links Auto generated id 's for each system, sub-system, service and reference to track all parts of your application network. Use these ids in various context for documentation, logging, monitoring, financial follow-up etc. where you see fit and never again need to wonder what is actually what. Easy direct access by URL linking to a node in Starlify with a specific id.</p>	Yes

<p>Insight Graphs Visualize your application network to gain useful insights resulting in faster and more accurate decision making. Hide/show node types to gain further insights. See stats of displayed nodes. Pin and rearrange nodes.</p>	<p>Yes Limited to basic force directed graph and basic circle graph. Upgrade to gain more insight, by graph types and architectural layouts.</p>
<p>Search, filtering, highlighting Quickly find what you are looking for by searching, filtering and highlighting nodes in your application network.</p>	<p>Yes Limited to basic search in free text “generic”, “system”, “service” “reference” in free text. Upgrade to advance search.</p>
<p>Sharing of Networks Let other users see and edit application networks together with you.</p>	<p>Yes Limited to sharing to one additional user. Upgrade to share within a team, division, whole workspaces or custom group.</p>
<p>User notifications Engage by generating and receiving personal notifications based on application network events.</p>	<p>Yes</p>
<p>Public Profile and Public workspaces commit Display your developer profile to the masses and commit to the public workspace application network block chain.</p>	<p>Yes</p>

Additional limits in Entiros Starlify - Community Edition

API allow for 100 requests per 10 seconds and 250,000 requests per day for Community workspaces.

The daily limits resets at midnight based on the time zone setting of the Starlify account.

Additional limits not listed above may apply and be designated from within the product itself.

Entiros Starlify - Collaboration, Professional and Enterprise Edition

Entiros application networking software as a service has everything you need to successfully accelerate the development of your digital transformation. To kickstart in your organization It is *the* place to meet and develop together in your developer community. Entiros Starlify is available in three editions: Collaboration, Professional and Enterprise.

Description	Collaboration	Professional	Enterprise
Shared workspace Invite your team or your whole company to share networks in a shared workspace.	Yes	Yes	Yes
Developer Networks Let your developers engage and collaborate in your application network by grouping into teams and divisions	Yes	Yes	Yes
Workspace and Network Permissions Manage read/edit/admin access to your network by user, team, divisions and permission groups.	Yes	Yes	Yes
Custom attributes Manage custom data by custom attributes for system, service and reference. Customize the graph to visualize attributes with color rings.	Yes	Yes	Yes

<p>Certified Integrator checklist</p> <p>Use the same checklist as professional certified integrators. Set ambition with CI#1-10 for your service and then track progress by traffic lights. URL link detailed doc for each checklist item.</p>	<p>Yes</p> <p>Limited to standard CI checklist.</p> <p>Upgrade to customize the checklist.</p>	<p>Yes</p>	<p>Yes</p>
<p>Integration capability registration and visualization</p> <p>Define the used integration capability for a service. Search, filter or visualize the usage of different capabilities in the application network.</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p><i>Upcoming features</i></p>			
<p>Service Semantic Versions</p> <p>Become flexible and boost reuse by doing major, minor and patch versions.</p>		<p>Yes</p>	<p>Yes</p>
<p>Custom checklist items for Certified Integrator checklist</p> <p>Warp speed developer onboarding and service implementation by customizing your Certified Integrator checklist with your ways of working.</p>		<p>Yes</p>	<p>Yes</p>
<p>Team Site</p> <p>Bring swag to your team with a custom team site showcasing your services.</p>		<p>Yes</p>	<p>Yes</p>
<p>Custom reporting</p> <p>Reports the way you want them, including your custom layouts and logo.</p>		<p>Yes</p>	<p>Yes</p>

<p>Custom dashboard Create dazzling dashboards with custom KPIs and graphics.</p>		Yes	Yes
<p>Enterprise sharing Share between workspaces by making your accounts sub-workspaces.</p>			Yes
<p>Single sign-on (SSO) Use your existing identity and access management solution.</p>			Yes
<p>Client cloud deployment Take Starlify to your cloud or data center of choice.</p>			Yes

Additional limits in Entiros Starlify - Collaboration, Professional and Enterprise Edition

<p>API allow for 100 requests per 10 seconds and 250,000 requests per day for Collaboration workspaces. API allow for 500,000 requests per day for Professional and Enterprise workspaces. The daily limits resets at midnight based on the time zone setting of the Starlify account.</p>
<p>Additional limits not listed above may apply and be designated from within the product itself.</p>

Prices are as stated on the Entiros Starlify page: <https://www.entiros.se/starlify>

Master terms

Version: 20200901

1. Definitions

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" or "Customer Terms of Service" means these Master Terms and all materials referred to or linked to in here.

"Billing Period" means the period for which you agree to prepay fees under an Order Form, which will be the same as or shorter than the Subscription Term as specified in the Order Form. For example, if you subscribe to the Subscription Service for a one (1) year Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential. Confidential Information shall include all information concerning: (a) Disclosing Party's customers and potential customers, past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Customer Data shall be Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

"Customer Data" means all information that you submit or collect via the Subscription Service. Customer Data does not include Entiros Content.

"Customer Materials" means all materials that you provide or post, upload, input or submit for public display through the Subscription Service.

"DPA" means the Entiros Data Processing Agreement.

"Free Services" means the Subscription Service or other products or features made available by us to you on an unpaid trial or free basis.

"Entiros Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Integration Services, including Enrichment Data (as defined in the Product Specific Terms).

"Integration Services" means the professional services provided to you by us, to build an application network, which may include integration (API / Events) development and operations, training services, installation, or other professional services.

"Order" or "Order Form" means the Entiros-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Integration Services. Most Orders are completed through our online payment process or via in-app purchase. The Order may be referred to as a "Statement of Work" if you are purchasing only Integration Services.

"Personal Data" means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Law.

"Product and Services Catalog" means the Entiros Products & Services Catalogue, as updated by us from time-to-time.

"Product Specific Terms" means the additional product-related terms that apply to your use of Entiros products, our professional services and Third party Services. These terms form part of the Customer Terms of Service

"Sensitive Information" means (a) credit or debit card numbers; personal financial account numbers or wire instructions; Social Security numbers or local equivalents; passport numbers; driver's license numbers or similar identifiers; passwords or log-in credentials; racial or ethnic origin; physical or mental health condition or information; or other employment or health information, including any information subject to the Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information; and (b) any information defined under European Data Protection Laws (as this term is defined in the DPA) as sensitive personal data (including special categories of personal data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation).

"Subscription Fee" means the amount you pay for the Subscription Service.

"Subscription Service" means all of our web-based application networking applications, tools and platforms that you have subscribed to by an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us, accessible via <https://www.entiros.com> or another designated URL, and any ancillary products and services, that we provide to you.

"Subscription Term" means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any). For Free Services, the Subscription Term will be the period during which you have an account to access the Free Services.

"Third-Party Products" means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service.

"Third-Party Sites" means third-party websites linked to from within the Subscription Service, including Communications Services.

"Total Committed Subscription Value" means the aggregate amount of Subscription Service Fees paid or payable to us during your then-current Subscription Term(s) for all of your Entiros accounts, but this amount excludes fees for renewals, professional services, operations services and applicable taxes.

"Users" means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

"Entiros", "we", "us" or "our" means the applicable contracting entity as specified in the 'Contracting Entity and Applicable Law' section.

"You", "your" or "Customer" means the person or entity using the Subscription Service or receiving the Integration Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer.

2. Use of services

2.1 Access.

During the Subscription Term, we will provide you access to use the Subscription Service as described in this Agreement and the applicable Order. We may also provide you access to use our Free Services at any time by activating them in your Entiros Starlify account. We might provide some or all elements of the Subscription Service through third party service providers. Your Affiliates may access and use the Subscription Service or receive

the Integration Services purchased under this Order; provided that, all such access, use and receipt by your Affiliates is subject to and in compliance with the Agreement and you shall at all times remain liable for your Affiliates' compliance with the Agreement.

2.2 Additional Features.

You may subscribe to additional features of the Subscription Service by placing an additional Order or activating the additional features from within your Entiros account (if this option is made available by us.). This Agreement will apply to all additional Order(s) and all additional features that you activate from within your Entiros account.

2.3 Service Uptime Commitment.

For details of Entiros's Service Uptime Commitment, please see the Product Specific Terms.

2.4 Limits.

The limits that apply to you will be specified in your Order Form, this Agreement or in our Product and Services Catalog, and for our Free Subscriptions, these limits may also be designated only from within the product itself. For further information on the limits that apply to your subscription, please refer to the Product Specific Terms.

You must be 18 years of age or older to use the Subscription Service.

2.5 Downgrades.

Depending on your Entiros Starlify product, you may be entitled to downgrade your subscription. For further information on the downgrade terms that apply to your subscription, please refer to the Product Specific Terms.

2.6 Modifications.

We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. For further information on our modification rights that apply to your subscription, please refer to the Product Specific Terms.

2.7 Customer Support.

For information on the customer support terms that apply to your subscription, please refer to the Product Specific Terms.

2.8 Acceptable Use.

You will comply with our [Acceptable Use Policy](#) ("AUP").

2.9 Prohibited and Unauthorized Use.

You will not (i) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser; (ii) use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service; (iii) attempt to gain unauthorized access to the Subscription Service; (iv) access the Subscription Service other than through our interface; or (v) use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country in which you are resident or from which you access or use the Subscription Service.

You will notify us right away of any unauthorized use of your Users identifications and passwords or your account by e-mailing to us at starlify@entiros.com

2.10 No Sensitive Information.

YOU ACKNOWLEDGE THAT THE SUBSCRIPTION SERVICES HAVE NOT BEEN DESIGNED TO PROCESS OR MANAGE SENSITIVE INFORMATION AND ACCORDINGLY YOU AGREE NOT TO USE THE SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WE WILL NOT HAVE AND WE SPECIFICALLY DISCLAIM ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SUBSCRIPTION SERVICE TO COLLECT, PROCESS OR MANAGE SENSITIVE INFORMATION.

2.11 Customer Responsibilities.

To realize the full value of the Subscription Service and Integration Services, your participation and effort are needed. Resources that may be required from you include a project manager, one or more application networking specialists, an application networking sponsor, an executive sponsor and a technical resource (or equivalent). Responsibilities that may be required include planning of application networking programs; setting of a application networking roadmap; creating APIs and e2e Flows; providing top level internal goals for the use of the Subscription Service; attending regular success review meetings; and supporting the integration of the Subscription Service with other application networking systems.

2.12 Free Trial.

If you register for a free trial, we will make the applicable Subscription Service available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not terminated earlier) or (b) the start date of your paid subscription. Unless you purchase a subscription to the applicable Subscription Service before the end of the free trial, all of your data in the Subscription Service may be permanently deleted at the end of the trial, and we will not recover it. If we include additional terms and conditions on the trial registration web page, those will apply as well.

2.13 Legacy Products.

If you have a legacy Entiros product, some of the features and limits that apply to that product may be different than those that appear in these Master Terms, Product Specific Terms and/or the Product and Services Catalog. If you have legacy Entiros products, we may choose to move you to our then-current products at any time. If you determine that you are using a legacy product and would like to upgrade to a current-version, you must execute a new Order.

3. Fees

3.1 Subscription Fees.

The Subscription Fee will remain fixed during the initial term of your subscription unless otherwise set out in the Product Specific Terms. For example, we may increase your Fees if you:

- a. Add more users,
- b. Upgrade products or base packages,
- c. Subscribe to additional features or products, or
- d. unless otherwise agreed to in the Order

You can find all the information about how your fees may be otherwise adjusted in Product Specific Terms.

3.2 Fee Adjustments at Renewal.

Upon renewal, we may increase your fees up to our then-current list price set out in our Product and Services Catalog. If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal and the increased fees will apply at the start of the next renewal term. If you do not agree to this increase, either party can choose to terminate your subscription at the end of your then-current term by giving the notice required in the 'Notice of Non-Renewal' section below.

3.3 Payment by credit card.

If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

3.4 Payment against invoice.

If you are paying by invoice, we will invoice you no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.

3.5 Payment Information.

You will keep your contact information, billing information and credit card information (where applicable) up to date. Changes may be made on your Billing Page within your Entiros account. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term. If you are an Entiros Partner that purchases on behalf of a client, you agree to be responsible for the Order Form and to guarantee payment of all fees.

3.6 Sales Tax.

All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Integration Services. You shall have no liability for any taxes based upon our gross revenues or net income.

4. Term and termination

4.1 Term and Renewal.

Your initial subscription period will be specified in your Order, and, unless otherwise specified in your Order, your subscription will automatically renew for the shorter of the subscription period, or one year.

4.2 Notice of Non-Renewal.

Unless otherwise specified in your Order, to prevent renewal of your subscription, you or we must give written notice of non-renewal. The deadline for sending this notice varies depending on the Entiros product and edition you have subscribed to. For more information on non-renewal notice periods, please see the Product Specific Terms.

If you decide not to renew, you may send a non-renewal notice to us by indicating that you do not want to renew by turning auto-renew off by accessing the billing details information in your Entiros account, or by following the steps in the [here](#), as applicable.

4.3 Early Cancellation.

You may choose to cancel your subscription early at your convenience provided that; we will not provide any refunds of prepaid fees or unused Subscription Fees and you will promptly pay all unpaid fees due through the end of the Subscription Term. See the 'Notice of Non-Renewal' section for information on how to cancel your subscription.

4.4 Termination for Cause.

Either party may terminate this Agreement for cause, as to any or all Subscription Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors.

We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

4.5 Suspension

4.5.1 Suspension for Prohibited Acts

We may suspend any User's access to any or all Subscription Services without notice for:

- a. Use of the Subscription Service in a way that violates applicable local or foreign laws, or regulations or the terms of this Agreement,
- b. Use of the Entiros service that results in excessive complaints, direct spam, or requests for removal from added contacts, or
- c. Repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

We may, without notice, review and delete any Customer Data or Customer Materials that we determine in good faith violate these terms or the AUP, provided that, we have no duty (unless applicable laws or regulations provide otherwise) to prescreen, control, monitor or edit your Customer Data or Customer Materials.

4.5.2 Suspension for Non-Payment

We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Subscription Services ten (10) days after such notice. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

4.5.3 Suspension for Present Harm

If your use of the Subscription Service:

- a. Is being subjected to denial of service attacks or other disruptive activity,
- b. Is being used to engage in denial of service attacks or other disruptive activity,
- c. Is creating a security vulnerability for the Subscription Service or others,
- d. Is consuming excessive bandwidth, or
- e. Is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service.

We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service. Nothing in this clause limits our right to terminate for cause as outlined above, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

4.5.4 Suspension and Termination of Free Services

We may suspend, limit, or terminate the Free Services for any reason at any time without notice. We may terminate your subscription to the Free Services due to your inactivity.

4.6 Effect of Termination or Expiration.

If your paid subscription is terminated or expires, we will continue to make available to you our Free Services provided however, this may not be the case if your Agreement was terminated for cause.

You will continue to be subject to this Agreement for as long as you have access to an Entiros account.

Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and Entiros Content. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after

termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

5. Customer data

5.1 Customer's Proprietary Rights. You own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data only as necessary to provide the Subscription Service and Integration Services to you and as otherwise permitted by this Agreement. If you are using the Subscription Service or receiving Integration Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

5.2 Limits on Entiros. We will not use, or allow anyone else to use, Customer Data to contact any individual or company except as you direct or otherwise permit. We will use Customer Data only in order to provide the Subscription Service and Integration Services to you and only as permitted by applicable law and this Agreement.

5.3 Data Practices and Machine Learning. We may monitor use of the Subscription Service by all of our customers and use the information gathered in an aggregate and anonymized manner. We may use Customer Data in an anonymized manner for machine learning. For more information on these practices please see the 'Data Practices and Machine Learning' section of our Product Specific Terms.

5.4 Protection of Customer Data. The terms of the DPA are hereby incorporated by reference and shall apply to the extent any Customer Data includes Personal Data. The DPA sets out how we will process Personal Data on your behalf in connection with the Subscription Services provided to you under this Agreement. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Personal Data as described in the DPA.

5.5 Customer Data Transfers. We will host our subscription service in data centers located in the European Union. Hence, Personal Data - that is subject to the protection of European Data Protection Laws - will not leave Europe, unless you as a User choose to access the data from a computer located in a country outside Europe.

5.6 Retention, Deletion and Retrieval of Customer Data. For information on our procedures regarding the retention and deletion of Customer Data, please see the 'Entiros Obligations' section of our DPA. You can learn more about your right to retrieve Customer Data from your Entiros Starlify account in the 'Retrieval of Customer Data' sections throughout our Product Specific Terms.

6. Intellectual property

6.1 Limited to Access and Use. This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Integration Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Entiros Content, the Subscription Service, or the Integration Services in whole or in part, by any means, except as expressly authorized in writing by us. Our trademarks include, but aren't limited to, those listed at Entiros "Trademarks" (which we may update at any time without notice to you) and you may not use any of these without our prior written permission.

6.2 Comments and suggestions. We encourage all customers to comment on the Subscription Service or Integration Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Integration Services, without payment or attribution to you.

6.3 Client deployed solutions. Some features of the Entiros Subscription Service may use and/or be dependent on open source components released under GPL v3 licensing by a third party. Entiros is not a distributor of software, but will only make the Subscription Service available as a 'Network Service'. If a customer requests an on premise deployment of, or parts of, the Subscription Service this requires the customer to download and install such GPL v3 licensed software on their own.

7. Confidentiality

7.1 The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party (except those third party service providers used by us to provide some or all elements of the Subscription Service or Integration Services and except for your Entiros Solutions Partner bound by confidentiality obligations), and (iv) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.2 The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any applicable law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) Receiving Party will provide Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Receiving Party shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

8. Publicity

You grant us the right to add your name and company logo to our customer list and website. To object to this use, please indicate so by filling out the [“Non Publicity Form”](#)

9. Indemnification

You will indemnify, defend and hold us and our Affiliates harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us or our Affiliates to the extent that such Action is based upon or arises out of

- a. Unauthorized or illegal use of the Subscription Service by you or your Affiliates,
- b. Your or your Affiliates' noncompliance with or breach of this Agreement,
- c. Your or your Affiliates' use of Third-Party Products, or
- d. The unauthorized use of the Subscription Service by any other person using your User information.

We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

10. Disclaimers; limitation of liability

10.1 Disclaimer of Warranties. WITHOUT LIMITING OUR OBLIGATIONS IN THE 'PROTECTION OF CUSTOMER DATA' SECTION OF THIS AGREEMENT, WE AND OUR

AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, DATA MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, ENTIROS CONTENT, OR THE INTEGRATION SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE, ENTIROS CONTENT AND INTEGRATION SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SUBSCRIPTION SERVICE AND THE INTEGRATION SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

10.2 No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY; PROVIDED THAT, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES.

10.3 Limitation of Liability. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED HOWEVER, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS.

10.4 Third Party Products. WE AND OUR AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

10.5 Agreement to Liability Limit. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.

11. Miscellaneous

11.1 Amendment; No Waiver.

We may update and change any part or all of these Customer Terms of Service, including the fees and charges associated with the use of the Subscription Service (but, your fees and charges won't change during the Subscription Term except as we explain in the 'Fees' section above.) If we update or change these Customer Terms of Service, the updated Customer Terms of Service will be posted at [Entiros "Terms of service main page"](#) and we will let you know via email or in-app notification.

The updated Customer Terms of Service will become effective and binding on the next business day after it is posted. When we change these Customer Terms of Service, the "Last Modified" date above will be updated to reflect the date of the most recent version. If you would like to receive an email notification when we update the Customer Terms of Service, send us an e-mail at starlify@entiros.com.

For the Product Specific Terms, if we make updates or changes we will provide notice of those changes at our discretion. The updated Product Specific Terms pages will be effective upon posting. We encourage you to review these Customer Terms of Service periodically.

If you do not agree with a modification to the Customer Terms of Service, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by us on our website will apply.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

11.2 Force Majeure.

Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; natural disaster; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

11.3 Actions Permitted.

Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

11.4 Relationship of the Parties.

You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

11.5 Compliance with Laws.

We will comply with all Swedish laws (where applicable) in our provision of the Subscription Service, the Integration Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

You will comply with all laws in your use of the Subscription Service and Integration Services, including any applicable export laws.

You will not directly or indirectly export, re-export, or transfer the Subscription Service or Integration Services to prohibited countries or individuals or permit use of the Subscription Service or Integration Services by prohibited countries or individuals.

11.6 Severability.

If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

11.7 Notices.

To Entiros: Notice will be sent to the contact address set forth in the Jurisdiction Specific Terms, and will be deemed delivered as of the date of actual receipt.

To you: your address as provided in our Entiros Starlify Subscription account information for you. We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information current.

11.8 Entire Agreement and Precedence.

This Agreement (including each Order), along with our Privacy Policy, Product Privacy Policy, and AUP, is the entire agreement between us for the Subscription Service and Integration Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement. In the event of a conflict between the terms of the Customer Terms of Service and an Order, the terms of the Order shall prevail, but only as to that Order.

11.9 Assignment.

You will not assign or transfer this Agreement without our prior written consent, except that you may assign this Agreement to a successor by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, provided such successor is not a competitor of ours. We may assign this Agreement to any Entiros affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

11.10 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.11 Contract for Services.

This Agreement is a contract for the provision of services and not a contract for the sale of goods.

11.12 Authority.

Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. Customer further warrants and represents that it has the authority to procure its Affiliates compliance with the terms of this Agreement.

11.13 Insurance.

During the term of this Agreement, we will, at our own cost and expense, obtain and maintain in full force and effect, with reputable insurers, a liability insurance with coverage and minimum limits of liability as follows: Commercial General Liability Insurance of 5,000,000 SEK

11.14 Survival.

The following sections shall survive the expiration or termination of this Agreement: 'Definitions', 'Fees', 'Prohibited and Unauthorized Use', 'Early Cancellation', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Suspension and Termination of Free Services', 'Effect of Termination or Expiration', 'Intellectual Property', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'. Additionally, the 'Retrieval of Customer Data' sections and the 'Alpha/Beta Services' section of the Product Specific Terms page shall survive expiration or termination of this Agreement.

12. Trademarks

This is an alphabetically listed list of some of the trademarks and service marks owned by Entiros. Product offerings, names, and specifications are subject to change.

Certified Integrator™

Entiros™

Entiros Flow™

Entiros Integrations™

Entiros Starlify™

Entiros Operations™

FlowAccess™

FlowCenter™

FlowHow™

FlowInfrastructure™

FlowIntegration™

FlowLead™

FlowMaintenance™

FlowProject™

FlowTarget™

FlowState™

FlowStart™

FlowSupport™

FlowPlan™

FlowPilot™

FlowProof™

Green Integration™

Starlify™

Please note: product names are not necessarily synonymous with trademarks. The trademark designation and protection apply only to that portion of the product name which is immediately to the left of the ® or ™ symbol.

Product Specific Terms

Version: 20200901

PLEASE READ THESE TERMS CAREFULLY.

The Entiros Product Specific Terms are intended to highlight some of the important things about using our different products. The Product Specific Terms form part of the Entiros Customer Terms of Service (the "TOS") and are hereby incorporated therein.

If you are using any of the product(s) or service(s) described below, the terms corresponding to those product(s) applies to your use. We periodically update this page by posting a revised copy at [Entiros terms link], so please check back here for current information.

1. Definitions

Terms not otherwise defined here will have the meaning as set out in the Master Terms. "Contact Information" means the name, email address, phone number, online user name(s), telephone number, and similar information submitted by users of the Subscription Service to represent new users (invites); submitted by new users themselves; uploaded by you to the Subscription Service (imports of users). "Workspace" means a Subscription Service account given to you at signup (the "Private Workspace") to the Subscription Service or created by you as part of upgrading to Entiros Starlify Collaborator, Professional or Enterprise. "Network" means a partition of Nodes in the Workspace. "Nodes" means any data object in Starlify created by you; Systems, Services, References, Users, Teams, Divisions and other objects. "Paid Users" means those types of Users (defined in the Master Terms) for which we charge you fees as set forth in our Product and Services Catalog. "User" means an individual with an active account.

2. Community Edition

2.1 Entiros Starlify Community Subscription Fees

Entiros Starlify Community, which includes 'lite' versions of selected features in our paid products, is one of our free services. As such, there are no Subscription Fees associated with your use of the Entiros Starlify Community.

If you use Entiros Starlify Community or any of our Free Services, we will make those services available to you free of charge until earlier of (a) the date on which your free subscription is terminated or (b) the start date of your paid subscription.

2.2 Node limit

For the Entiros Starlify Community, if you only use our Free Services, the Node Limit is equal to a maximum of one-million (1,000,000) nodes (the "Entiros Starlify Node Limit").

If you reach your Entiros Starlify Node Limit, you will not be able to create any more nodes. You may not increase your Entiros Starlify Node Limit as part of a Entiros Starlify Community subscription.

2.3 Limits

We may change the limits that apply to your use of the Entiros Starlify Community or Free Services at any time in our sole discretion without notice to you, regardless of whether or not these are used in conjunction with other products or services for which you pay us a fee.

2.4 Modifications

We may make changes to the Entiros Starlify Community or Free Services that materially reduce the functionality provided to you during the Subscription Term.

2.5 Non-Renewal Notice Period

To prevent continuation of the Subscription Term of a free subscription, you or we may close your account.

2.6 Retrieval of Customer Data.

For the Entiros Starlify Community and Free Services, we will not provide you with any access to Customer Data after termination or expiration of your subscription. If you want to retain any Customer Data after your Subscription Term ends, we recommend you export that data from your Entiros Starlify account in advance.

2.7 Shared Networks

By using Entiros Starlify Community to share Networks to shared workspaces - public workspaces or workspaces given in Collaboration, Professional and

Enterprise edition - you understand that access to the shared Networks are still at the control of the individual users owning these Networks. A user can at any time choose to remove the sharing of the Network owned by that user.

2.8 Invited Community Users

By inviting a Community user to a shared workspace - given in Collaboration, Professional and Enterprise edition - you understand that this user is counted as a paid user in the shared workspace.

3. Collaboration, Professional & Enterprise Edition

3.1 Entiros Starlify Subscription Fees

The Subscription Fee for Entiros Starlify (any edition) will remain fixed during the Subscription Term unless you:

- i. exceed User or other applicable limits (see the 'Limits' section below)
- ii. upgrade products or base packages,
- iii. subscribe to additional features or products, or
- iv. unless otherwise agreed to in the Order.

For our Entiros Starlify products, you will be charged fees associated with all Paid Users purchased. Your number of Paid Users will not decrease, even if there is a reduction in the number of assigned Paid Users during the renewal term.

3.2 Fee Adjustments

For details on renewal pricing, see the 'Fees' section of our Master Terms.

3.3 Limits

For Entiros Starlify Professional, Enterprise and paid Add-Ons to these products, on renewal, the current product usage limits in our Product and Services Catalog will apply to your subscription, unless you and we otherwise agree.

For Entiros Starlify Collaboration and paid Add-ons to that product, we may change the limits that apply to you at any time in our sole discretion.

Please refer to the Product and Services Catalog and your Order for details of any additional limits that apply to your Entiros Starlify subscription.

3.4 Downgrades

For Entiros Starlify products, you may downgrade the number of users at the start of your next renewal Subscription Term.

- i. For Entiros Starlify products, you may NOT downgrade your subscription type of a paid workspace.
In order to avoid unwanted charges, you should adjust the number of Paid Users in your existing workspaces for your anticipated needs, and/or
- ii. start new workspaces on wanted subscription level and move Paid Users and Networks to the new workspaces.

3.5 Modifications

We will not make changes to the Entiros Starlify Professional and Enterprise editions that materially reduce the functionality provided to you during the Subscription Term.

We may make changes to our Entiros Starlify Collaboration edition that materially reduce the functionality provided to you during the Subscription Term.

3.6 Non-Renewal Notice Period

Unless otherwise specified in your Order, to prevent renewal of Entiros Starlify you or we must give written notice of non-renewal and this written notice must be received no less than ten (10) days in advance of the end of the Subscription Term.

3.7 Retrieval of Customer Data.

For Entiros Starlify Professional and Enterprise edition, if you make a written request within thirty (30) days after termination or expiration of your subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. If we provide you with temporary access to the account, we may charge a re-activation fee. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data. We will delete all Customer Data in our systems or otherwise in our control unless (i) we are legally prohibited or (ii) save as set out in the 'Deletion or Return of Personal Data' section of the DPA, then such Personal Data shall be Processed in accordance with our DPA.

For Entiros Starlify Collaboration, we will not provide you with any access to Customer Data after termination or expiration of your subscription. If you want to retain any Customer Data after your Subscription Term ends, we recommend you export that data from your Entiros account in advance.

4. Other Services

4.1 Entiros Starlify Consulting Services

You may purchase Entiros Starlify Consulting Services by placing an Order with us. Unless we otherwise agree, the Consulting Services we provide are described in the Product and Services Catalog and will be delivered in English. Fees for these Consulting Services are in addition to your Subscription Fee. If you purchase Consulting Services that recur, they will be considered part of your subscription and will renew in accordance with your subscription.

4.1.1 Location. All Consulting Services are performed remotely, unless you and we otherwise agree. For Consulting Services performed on-site, you will reimburse us our reasonable costs for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

4.1.2 Delivery. If there are a specific number of hours included in the Consulting Services purchased, those hours will expire as indicated in the applicable description, which expiration period will commence upon purchase (the "Expiration Period").

If there are deliverables included in the Consulting Services purchased, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in the applicable description, which delivery period will commence upon purchase (the "Delivery Period"). If there is no Expiration Period or Delivery Period indicated, then it will be one hundred and eighty (180) days from purchase.

If the Consulting Services provided are not complete at the end of the Delivery Period due to your failure to make the necessary resources available to us or to perform your obligations, such Consulting Services will be deemed to be complete at the end of the Delivery Period. If the Consulting Services provided are not complete at the end of the Delivery Period due to our failure to make the

necessary resources available to you or to perform our obligations, the Delivery Period will be extended to allow us to complete such Consulting Services.

4.4 Third Party Providers. We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

4.2 Data Practices and Machine Learning

We may monitor use of the Subscription Service by all of our customers and use the information gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any Customer Data and/or identify you. For clarity, any data provided to other customers or third parties will only be in an aggregated and anonymous manner. We use Customer Data in an anonymized manner for machine learning that supports certain product features and functionality within the Subscription Service.

4.3 Alpha/Beta Services.

If we make alpha or beta access to some or all of the Subscription Service (the "Alpha/Beta Services") available to you (i) the Alpha/Beta Services are provided "as is" and without warranty of any kind, (ii) we may suspend, limit, or terminate the Alpha/Beta Services for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind related to your use of the Alpha/Beta Services. If we inform you of additional terms and conditions that apply to your use of the Alpha/Beta Services, those will apply as well. We might require your participation to be confidential, and we might also require you to provide feedback to us about your use of the Alpha/Beta Services. You agree that we own all rights to use and incorporate your feedback into our services and products, without payment or attribution to you.

5. Service Uptime Commitment

5.1 For the purposes of this 'Service Uptime Commitment' section, the following definitions shall apply:

"Priority 1" means a critical full outage/severe issue that constitutes a catastrophic problem that causes complete inability to use the Subscription Service, excluding Free Services, across a significant portion of the production environment (e.g.

crash or hang), resulting in production downtime and where there is no workaround or solution to the problem.

"Excluded" means the following: (i) unavailability caused by circumstances beyond our reasonable control, including, without limitation, act of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), or any other force majeure event or factors; (ii) any problems resulting from Customer's combining or merging the Subscription Service with any hardware or software not supplied by us or not identified by us in writing as compatible with the Subscription Service; (iii) interruptions or delays in providing the service resulting from telecommunications or internet service provider failures outside of our datacenter as measured by our third party website availability monitoring provider; and (iv) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Subscription Service.

"Service Uptime" means $(\text{total hours in calendar month} - \text{unscheduled maintenance which causes unavailability} - \text{Priority 1 issue durations} - \text{scheduled maintenance} - \text{Excluded}) / (\text{Total hours in calendar month} - \text{scheduled maintenance} - \text{Excluded}) \times 100\%$.

5.2 We will use commercially reasonable efforts to meet a Service Uptime of 99.95% for our Subscription Service in a given calendar month. All availability calculations will be based on our system records. Notwithstanding anything to the contrary in this Agreement, as Customer's sole and exclusive remedy for failure to meet availability or support commitments, in the event there are two (2) or more consecutive calendar months during which the Service Uptime falls below 99.95% in a given calendar month, Customer will be entitled to receive a credit equal to the pro-rated amount of fees applicable to the downtime as measured within two (2) or more consecutive calendar months during which the Service Uptime fell below 99.95%, which credit shall be applied against an invoice or charge for the following renewal Subscription Term, provided Customer requests such credit within twenty (20) days of the end of the relevant calendar month. Notwithstanding anything to the contrary in the Agreement or this section, this 'Service Uptime Commitment' section does not apply to our Free Services.

6. Customer Support

If you pay us a Subscription Fee for our Collaboration edition, email and in-app support is included at no additional cost. If you pay us a Subscription Fee for our Professional or Enterprise edition products, phone, email and in-app support is included at no additional cost.

6.1 Phone Support.

Phone support for Professional or Enterprise edition subscriptions is available from 8am Monday to 5pm Friday GMT+2 , with reduced hours during holidays.

6.2 Email and In-app Support.

Email and in-app responses are provided during phone support hours only. We attempt to respond to email and in-app support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time. We may limit or deny your access to support if we determine, in our reasonable discretion, that you are acting, or have acted, in a way that results or has resulted in misuse of support or abuse of Entiros representatives.

6.3 Support Limitations.

Issues resulting from your use of API's may be outside the scope of support.

6.4 Free Services.

If you do not pay a Subscription Fee, support is available to you only through the Entiros Community available through [this Slack channel](#)

Data Processing Agreement

Version: 20200901

This Entiros Data Processing Agreement and its Annexes (“DPA”) reflects the parties’ agreement with respect to the Processing of Personal Data by Entiros on behalf of Customer in connection with the Entiros Subscription Services under the [Entiros Customer Terms] between Entiros and Customer (the “Agreement”).

This DPA is supplemental to, and forms an integral part of, the Agreement and is effective upon its incorporation into the Agreement, which incorporation may be specified in the Agreement, an Order or an executed amendment to the Agreement. In case of any conflict or inconsistency with the terms of the Agreement, this DPA shall take precedence over the terms of the Agreement to the extent of such conflict or inconsistency.

We periodically update these terms. If you have an active Entiros subscription, we will let you know when we do via email (if you have subscribed to receive email notifications via the link in our Agreement) or via in-app notification.

The term of this DPA shall follow the term of the Agreement. Terms not otherwise defined herein shall have the meaning as set forth in the Agreement.

1. Definitions

“Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“Data Protection Laws” means all applicable worldwide legislation relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question under the Agreement, including without limitation European Data Protection Laws; in each case as amended, repealed, consolidated or replaced from time to time.

“Data Subject” means the individual to whom Personal Data relates.

"Europe" means the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.

“European Data” means Personal Data that is subject to the protection of European Data Protection Laws.

"European Data Protection Laws" means data protection laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iii) applicable national implementations of (i) and (ii); or (iii) in respect of the United Kingdom, any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the United Kingdom leaving the European Union; and (iv) Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance; in each case, as may be amended, superseded or replaced.

“Instructions” means the written, documented instructions issued by a Controller to a Processor, and directing the same to perform a specific or general action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available).

"Permitted Affiliates" means any of Customer's Affiliates that (i) are permitted to use the Subscription Services pursuant to the Agreement, but have not signed their own separate agreement with Entiros and are not a “Customer” as defined under the Agreement, (ii) qualify as a Controller of Personal Data Processed by Entiros, and (iii) are subject to European Data Protection Laws.

“Personal Data” means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by Entiros and/or its Sub-Processors in connection with the provision of the Subscription Services.

"Personal Data Breach" shall not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks

on firewalls or networked systems.

“Processing” means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or erasure of Personal Data. The terms “Process”, “Processes” and “Processed” will be construed accordingly.

“Processor” means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

“Standard Contractual Clauses” means the standard contractual clauses for Processors approved pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010, in the form set out at Annex 3.

“Sub-Processor” means any Processor engaged by Entiros or its Affiliates to assist in fulfilling Entiros's obligations with respect to the provision of the Subscription Services under the Agreement. Sub-Processors may include third parties or Entiros Affiliates but shall exclude any Entiros employee or consultant.

2. Customer Responsibilities

a. Compliance with Laws.

Within the scope of the Agreement and in its use of the services, Customer shall be responsible for complying with all requirements that apply to it under applicable Data Protection Laws with respect to its Processing of Personal Data and the Instructions it issues to Entiros. In particular but without prejudice to the generality of the foregoing, Customer acknowledges and agrees that it shall be solely responsible for: (i) the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Personal Data; (ii) complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations; (iii) ensuring it has the right to transfer, or provide access to, the Personal Data to Entiros for Processing in accordance with the terms of the Agreement (including this DPA); (iv) ensuring that its Instructions to Entiros regarding the Processing of Personal Data comply with applicable laws, including Data Protection

Laws; and (v) complying with all laws (including Data Protection Laws) applicable to any content created, sent or managed through the Subscription Services, including those relating to obtaining consents (where required) to send emails, the content of the emails and its email deployment practices. Customer shall inform Entiros without undue delay if it is not able to comply with its responsibilities under this sub-section (a) or applicable Data Protection Laws.

b. **Controller Instructions.**

The parties agree that the Agreement (including this DPA), together with Customer's use of the Subscription Service in accordance with the Agreement, constitute Customer's complete and final Instructions to Entiros in relation to the Processing of Personal Data, and additional instructions outside the scope of the Instructions shall require prior written agreement between Customer and Entiros.

3. Entiros Obligations

- a. **Compliance with Instructions.** Entiros shall only Process Personal Data for the purposes described in this DPA or as otherwise agreed within the scope of Customer's lawful Instructions, except where and to the extent otherwise required by applicable law. Entiros is not responsible for compliance with any Data Protection Laws applicable to Customer or Customer's industry that are not generally applicable to Entiros. If Entiros believes that an Instruction of Customer infringes European Data Protection Laws (where applicable), it will inform Customer without delay.
- b. **Conflict of Laws.** If Entiros becomes aware that it cannot Process Personal Data in accordance with Customer's Instructions due to a legal requirement under any applicable law, Entiros will (i) promptly notify Customer of that legal requirement to the extent permitted by the applicable law; and (ii) where necessary, cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as Customer issues new Instructions with which Entiros is able to comply. If this provision is invoked, Entiros will not be liable to Customer under the Agreement for any failure to perform the applicable Subscription Services until such time as Customer issues new lawful Instructions with regard to the Processing.
- c. **Security.** Entiros shall implement and maintain appropriate technical and

organizational measures to protect Personal Data from Personal Data Breaches, as described under Annex 2 to this DPA ("Security Measures"). Notwithstanding any provision to the contrary, Entiros may modify or update the Security Measures at its discretion provided that such modification or update does not result in a material degradation in the protection offered by the Security Measures.

- d. Confidentiality. Entiros shall ensure that any personnel whom Entiros authorizes to Process Personal Data on its behalf is subject to appropriate confidentiality obligations (whether a contractual or statutory duty) with respect to that Personal Data.
- e. Personal Data Breaches. Entiros will notify Customer without undue delay after it becomes aware of any Personal Data Breach and shall provide timely information relating to the Personal Data Breach as it becomes known or reasonably requested by Customer. At Customer's request, Entiros will promptly provide Customer with such reasonable assistance as necessary to enable Customer to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if Customer is required to do so under Data Protection Laws.
- f. Deletion or Return of Personal Data. Entiros will delete or return all Customer Data, including Personal Data (including copies thereof) Processed pursuant to this DPA, on termination or expiration of your Subscription Service in accordance with the procedures and timeframes set out in the Agreement, save that this requirement shall not apply to the extent Entiros is required by applicable law to retain some or all of the Customer Data, or to Customer Data it has archived on back-up systems, which data Entiros shall securely isolate and protect from any further Processing and delete in accordance with its deletion practices. You may request the deletion of your Entiros account after expiration or termination of your subscription by sending a request to privacy@entiros.com. You may retrieve your Customer Data from your account in accordance with our 'Retrieval of Customer Data' sections throughout our Product Specific Terms.
- g. To the extent that the required information is reasonably available to Entiros, and Customer does not otherwise have access to the required information, Entiros will provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with supervisory authorities or other competent data privacy authorities to the

extent required by European Data Protection Laws.

- h. **Transfer Mechanisms for Data Transfers.** Entiros shall not transfer European Data to any country or recipient not recognized as providing an adequate level of protection for Personal Data (within the meaning of European Data Protection Law), unless it first takes all such measures as are necessary to ensure the transfer is in compliance with applicable European Data Protection Laws. Such measures may include (without limitation) transferring such data to a recipient that has executed appropriate standard contractual clauses adopted or approved by the European Commission.
- i. **Demonstration of Compliance.** Entiros shall make available to Customer all information reasonably necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections by Customer in order to assess compliance with this DPA. Customer acknowledges and agrees that it shall exercise its audit rights under this DPA by instructing Entiros to comply with the audit measures described in this sub-section (g). Customer acknowledges that the Subscription Service is hosted by Entiros data center partners who maintain independently validated security programs (including SOC 2 and ISO 27001) and Entiros systems are regularly tested by independent third party penetration testing services. Upon request, Entiros shall supply (on a confidential basis) a summary copy of its penetration testing report(s) to Customer so that Customer can verify Entiros's compliance with this DPA. Further, at Customer's written request, Entiros will provide written responses (on a confidential basis) to all reasonable requests for information made by Customer necessary to confirm Entiros's compliance with this DPA, provided that Customer shall not exercise this right more than once per calendar year.

4. Data Subject Requests

The Subscription Service provides Customer with a number of controls that Customer may use to retrieve, correct, delete or restrict Personal Data, which Customer may use to assist it in connection with its obligations under Data Protection Laws, including its obligations relating to responding to requests from Data Subjects to exercise their rights under applicable Data Protection Laws ("Data Subject Requests").

To the extent that Customer is unable to independently address a Data Subject Request through the Subscription Service, then upon Customer's written request Entiros shall provide reasonable assistance to Customer to respond to any Data Subject Requests or requests from data protection authorities relating to the Processing of Personal Data under the Agreement. Customer shall reimburse Entiros for the commercially reasonable costs arising from this assistance.

If a Data Subject Request or other communication regarding the Processing of Personal Data under the Agreement is made directly to Entiros, Entiros will promptly inform Customer and will advise the Data Subject to submit their request to Customer. Customer shall be solely responsible for responding substantively to any such Data Subject Requests or communications involving Personal Data.

5. Sub-Processors

Customer agrees that Entiros may engage Sub-Processors to Process Personal Data on Customer's behalf. Entiros has currently appointed, as Sub-Processors, the Entiros Affiliates and third parties listed in Annex 4 to this DPA. Entiros will notify Customer of any changes to Sub-processors by updating Annex 4 to this DPA and will give Customer the opportunity to object to the engagement of the new Sub-Processor on reasonable grounds relating to the protection of Personal Data within 30 days after updating Annex 4 to this DPA. If Customer does notify Entiros of such an objection, the parties will discuss Customer's concerns in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, Entiros will, at its sole discretion, either not appoint the new Sub-Processor, or permit Customer to suspend or terminate the affected Subscription Service in accordance with the termination provisions of the Agreement without liability to either party (but without prejudice to any fees incurred by Customer prior to suspension or termination).

Where Entiros engages Sub-Processors, Entiros will impose data protection terms on the Sub-Processors that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the services provided by such Sub-Processors. Entiros will remain responsible for each Sub-Processor's compliance with the obligations of this DPA and for any acts or omissions of such Sub-Processor that cause Entiros to breach any of its obligations under this DPA.

6. Data Transfers

Customer acknowledges and agrees that Entiros may access and Process Personal Data on a European basis as necessary to provide the Subscription Service in accordance with the Agreement, and in particular that Personal Data will be transferred to and Processed by Entiros, in Sweden and to other jurisdictions in Europe where Entiros Sub-Processors have operations. Entiros shall ensure such transfers are made in compliance with the requirements of Data Protection Laws within Europe.

7. General Provisions

- a. Amendments. Notwithstanding anything else to the contrary in the Agreement and without prejudice to Section 3(c) (Security), Entiros reserves the right to make any updates and changes to this DPA and the terms that apply in Section 9 (a), para. 1 “Amendment; No Waiver” of the Agreement shall apply.
- b. Severability. If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA shall not be affected.
- c. Limitation of Liability. Each party and each of their Affiliates' liability, taken in aggregate, arising out of or related to this DPA (and any other DPAs between the parties) and the Standard Contractual Clauses (where applicable), whether in contract, tort or under any other theory of liability, shall be subject to the limitations and exclusions of liability set out in the section of the Agreement entitled 'Limitation of Liability' and any reference in such section to the liability of a party means aggregate liability of that party and all of its Affiliates under the Agreement (including this DPA). For the avoidance of doubt, if Entiros AB is not a party to the Agreement, the section of the Agreement entitled 'Limitation of Liability' shall apply as between Customer and Entiros AB, and in such respect any references to 'Entiros', 'we', 'us' or 'our' shall include both Entiros AB and the Entiros entity that is a party to the Agreement. [skicka tillägg ansvarsbegränsning]
- d. Governing Law. This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by Data Protection Laws.

8. Parties to this DPA

- a. Permitted Affiliates. By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Permitted Affiliates, thereby establishing a separate DPA between Entiros and each such Permitted Affiliate subject to the Agreement and Sections 9 and 10 of this DPA. Each Permitted Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and such Permitted Affiliates.
- b. Authorization. The legal entity agreeing to this DPA as Customer represents that it is authorized to agree to and enter into this DPA for and on behalf of itself and, as applicable, each of its Permitted Affiliates.
- c. Remedies. Except where applicable Data Protection Laws require a Permitted Affiliate to exercise a right or seek any remedy under this DPA against Entiros directly by itself, the parties agree that (i) solely the Customer entity that is the contracting party to the Agreement shall exercise any right or seek any remedy any Permitted Affiliate may have under this DPA on behalf of its Affiliates, and (ii) the Customer entity that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Permitted Affiliate individually but in a combined manner for itself and all of its Permitted Affiliates together. The Customer entity that is the contracting entity is responsible for coordinating all communication with Entiros under the DPA and shall be entitled to make and receive any communication related to this DPA on behalf of its Permitted Affiliates.
- d. Other Rights. The parties agree that Customer shall, when reviewing Entiros's compliance with this DPA pursuant to Section 7(g) (Demonstration of Compliance), take all reasonable measures to limit any impact on Entiros and its Affiliates by combining several audit requests carried out on behalf of the Customer entity that is the contracting party to the Agreement and all of its Permitted Affiliates in one single audit.

9. Annex 1 - Details of Processing, “Instructions”

This Annex forms part of the DPA.

A. Nature and Purpose of Processing

Entiros will Process Personal Data as necessary to provide the Subscription Services pursuant to the Agreement, as further specified in the Order Form, and as further instructed by Customer in its use of the Subscription Services.

B. Duration of Processing

Subject to the "Deletion or Return of Personal Data" section of this DPA, Entiros will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

C. Categories of Data subjects

Customer may submit Personal Data in the course of using the Subscription Service, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects: Customer's Contacts and other end users including Customer's employees, contractors, collaborators, customers, prospects, suppliers and subcontractors. Data Subjects may also include individuals attempting to communicate with or transfer Personal Data to Customer's end users.

D. Categories of Personal Data

Customer may submit Personal Data to the Subscription 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:

- i. Contact Information (as defined in the Entiros Customer Terms of Service).
- ii. Any other Personal Data submitted by, sent to, or received by Customer, or Customer's end users, via the Subscription Service.

E. Special categories of data (if appropriate)

The parties do not anticipate the transfer of special categories of data.

F. Processing operations

Personal Data will be Processed in accordance with the Agreement (including this DPA) and may be subject to the following Processing activities:

- i. Storage and other Processing necessary to provide, maintain and improve the Subscription Services provided to Customer; and/or
- ii. Disclosure in accordance with the Agreement (including this DPA) and/or as compelled by applicable laws.

10. Annex 2 - Security Measures

This Annex forms part of the DPA.

Entiros currently observes the Security Measures described in this Annex 2. All capitalized terms not otherwise defined herein shall have the meanings as set forth in the Agreement.

A. Access Control

i. Preventing Unauthorized Product Access

Outsourced processing: Entiros hosts its Service with outsourced cloud infrastructure providers. Additionally, Entiros maintains contractual relationships with vendors in order to provide the Service in accordance with our Data Processing Agreement. Entiros relies on contractual agreements, privacy policies, and vendor compliance programs in order to protect data processed or stored by these vendors.

Physical and environmental security: Entiros hosts its product infrastructure with multi-tenant, outsourced infrastructure providers. The physical and environmental security controls are audited for SOC 2 Type II and ISO 27001 compliance, among other certifications.

Authentication: Entiros implemented a uniform password policy for its customer products. Customers who interact with the products via the user interface must authenticate before accessing non-public customer data.

Authorization: Customer Data is stored in multi-tenant storage systems accessible to Customers via only application user interfaces and application programming interfaces. Customers are not allowed direct access to the underlying application infrastructure. The authorization model in each of Entiros's products is designed to ensure that only the appropriately assigned individuals can access relevant features, views, and customization options. Authorization to data sets is performed through validating the user's permissions against the attributes associated with each data set.

Application Programming Interface (API) access: Public product APIs may be accessed using an API key or through Oauth authorization.

ii. Preventing Unauthorized Product Use

Entiros implements industry standard access controls and detection

capabilities for the internal networks that support its products.

Access controls: Network access control mechanisms are designed to prevent network traffic using unauthorized protocols from reaching the product infrastructure. The technical measures implemented differ between infrastructure providers and include Virtual Private Cloud (VPC) implementations, security group assignment, and traditional firewall rules.

Intrusion detection and prevention: Entiros implemented a Web Application Firewall (WAF) solution to protect the Starlify web based user interface. Entiros implemented an API gateway solution to protect the Starlify application programming interfaces. The WAF and API gateway is designed to identify and prevent attacks against publicly available network services.

Static code analysis: Security reviews of code stored in Entiros's source code repositories is performed, checking for coding best practices and identifiable software flaws.

Penetration testing: Entiros maintains relationships with industry recognized penetration testing service providers for at least four annual penetration tests. The intent of the penetration tests is to identify and resolve foreseeable attack vectors and potential abuse scenarios.

iii. Limitations of Privilege & Authorization Requirements

Product access: A subset of Entiros's employees have access to the products and to customer data via controlled interfaces. The intent of providing access to a subset of employees is to provide effective customer support, to troubleshoot potential problems, to detect and respond to security incidents and implement data security. Access is enabled through "just in time" requests for access; all such requests are logged. Employees are granted access by role, and reviews of high risk privilege grants are initiated at each occasion where an employee changes role. In addition employee roles and related privileges are reviewed at least once annually.

Background checks: All Entiros employees undergo a third-party background check prior to being extended an employment offer, in accordance with and as permitted by the applicable laws. All employees are required to conduct themselves in a manner consistent with company guidelines, non-disclosure requirements,

and ethical standards.

B. Transmission Control

Entiros stores user passwords following policies that follow industry standard practices for security. Entiros has implemented technologies to ensure that stored data is encrypted at rest.

C. Input Control

Detection: Entiros designed its infrastructure to log extensive information about the system behavior, traffic received, system authentication, and other application requests. Internal systems aggregated log data and alert appropriate employees of malicious, unintended, or anomalous activities. Entiros personnel, including security, operations, and support personnel, are responsive to known incidents.

Response and tracking: Entiros maintains a record of known security incidents that includes description, dates and times of relevant activities, and incident disposition. Suspected and confirmed security incidents are investigated by security, operations, or support personnel; and appropriate resolution steps are identified and documented. For any confirmed incidents, Entiros will take appropriate steps to minimize product and Customer damage or unauthorized disclosure. Notification to Customer will be in accordance with the terms of the DPA or Agreement.

D. Availability Control

Infrastructure availability: The infrastructure providers use commercially reasonable efforts to ensure a minimum of 99.95% uptime. The providers maintain a minimum of N+1 redundancy to power, network, and HVAC services.

Fault tolerance: Backup and replication strategies are designed to ensure redundancy and fail-over protections during a significant processing failure. Customer data is backed up to multiple durable data stores and replicated across multiple availability zones.

Online replicas and backups: Where feasible, production databases are designed to replicate data between no less than 1 primary and 1 secondary database. All databases are backed up and maintained using at least industry standard methods.

Entiros's products are designed to ensure redundancy and seamless failover. The server instances that support the products are also architected with a goal to prevent single points of failure. This design assists Entiros operations in maintaining and updating the product applications and

backend while limiting downtime.

11. Annex 3 - Standard Contractual Clauses

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection,

The Customer, as defined in the Entiros Customer Terms of Service (the “data exporter”)

And

Entiros AB, Hermelinsgatan 7, Tranås, Sweden (the “data importer”)

each a ‘party’; together ‘the parties’,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

‘the data exporter’ means the controller who transfers the personal data;

‘the data importer’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- a. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- b. that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- c. that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- d. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other

unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

- e. that it will ensure compliance with the security measures;
- f. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- g. to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- h. to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- i. that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- j. that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- a. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- b. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its

obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

- c. that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- d. that it will promptly notify the data exporter about:
 - I. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - II. any accidental or unauthorised access; and
 - III. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- e. to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- f. at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- g. to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- h. that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- i. that the processing services by the subprocessor will be carried out in

accordance with Clause 11;

- j. to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - a. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - b. to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses.

Defined terms used in this Appendix 1 shall have the meaning given to them in the Agreement (including the DPA).

Data exporter

The data exporter is the legal entity specified as "Customer" in the DPA.

Data importer

The data importer is Entiros AB

Data subjects

Please see Annex 1 of the DPA, which describes the data subjects.

Categories of data

Please see Annex 1 of the DPA, which describes the categories of data.

Special categories of data (if appropriate)

The parties do not anticipate the transfer of special categories of data.

Purposes of Processing

Entiros AB shall process personal data as necessary to provide the Subscription Services to data exporter in accordance with the Agreement.

Processing operations

Please see Annex 1 of the DPA, which describes the processing operations.

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Please see Annex 2 of the DPA, which describes the technical and organisational security measures implemented by Entiros.

Appendix 3 to the Standard Contractual Clauses

This Appendix forms part of the Clauses.

This Appendix sets out the parties' interpretation of their respective obligations under specific terms of the Standard Contractual Clauses ("Clauses"). Where a party complies with the interpretations set out in this Appendix, that party shall be deemed by the other party to have complied with its commitments under the Clauses.

For the purposes of this Appendix, "DPA" means the Data Processing Agreement in place between Customer and Entiros and to which these Clauses are incorporated and "Agreement" shall have the meaning given to it in the DPA.

Clause 4(h) and 8: Disclosure of these Clauses

- a. Data exporter agrees that these Clauses constitute data importer's Confidential Information as that term is defined in the Agreement and may not be disclosed by data exporter to any third party without data importer's prior written consent unless permitted pursuant to Agreement. This shall not prevent disclosure of these Clauses to a data subject pursuant to Clause 4(h) or a supervisory authority pursuant to Clause 8.

Clause 5(a): Suspension of data transfers and termination

- a. The parties acknowledge that data importer may process the personal data only on behalf of the data exporter and in compliance with its instructions as provided by the data exporter and the Clauses.
- b. The parties acknowledge that if data importer cannot provide such compliance for whatever reason, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract.
- c. If the data exporter intends to suspend the transfer of personal data and/or terminate these Clauses, it shall endeavour to provide notice to the data importer and provide data importer with a reasonable period of time to cure the non-compliance ("Cure Period").
- d. If after the Cure Period the data importer has not or cannot cure the non-compliance then the data exporter may suspend or terminate the transfer of personal data immediately. The data exporter shall not be required to provide such notice in instance where it considers there is a material risk of harm to data subjects or their personal data.

Clause 5(f): Audit

- a. Data exporter acknowledges and agrees that it exercises its audit right under Clause 5(f) by instructing data importer to comply with the audit measures described in Section 7(g) (Demonstration of Compliance) of the DPA.

Clause 5(j): Disclosure of subprocessor agreements

- a. The parties acknowledge the obligation of the data importer to send

promptly a copy of any onward subprocessor agreement it concludes under the Clauses to the data exporter.

- b. The parties further acknowledge that, pursuant to subprocessor confidentiality restrictions, data importer may be restricted from disclosing onward subprocessor agreements to data exporter. Notwithstanding this, data importer shall use reasonable efforts to require any subprocessor it appoints to permit it to disclose the subprocessor agreement to data exporter.
- c. Even where data importer cannot disclose a subprocessor agreement to data exporter, the parties agree that, upon the request of data exporter, data importer shall (on a confidential basis) provide all information it reasonably requires in connection with such subprocessing agreement to data exporter.

Clause 6: Liability

- a. Any claims brought under the Clauses shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement. In no event shall any party limit its liability with respect to any data subject rights under these Clauses.

Clause 11: Onward subprocessing

- a. The parties acknowledge that, pursuant to FAQ II.1 in Article 29 Working Party Paper WP 176 entitled "FAQs in order to address some issues raised by the entry into force of the EU Commission Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC" the data exporter may provide a general consent to onward subprocessing by the data importer.
- b. Accordingly, data exporter provides a general consent to data importer, pursuant to Clause 11 of these Clauses, to engage onward subprocessors. Such consent is conditional on data importer's compliance with the requirements set out in Section 7(d) (Notification and Objection to New Sub-Processors) of the DPA.

Clause 12: Obligation after the termination of personal data-processing services

- a. Data importer agrees that the data exporter will fulfil its obligation to return or destroy all the personal data on the termination of the provision of data-processing services by complying with the "Deletion or Return of Personal Data" section of the DPA.

Acceptable Use Policy

Version: 20200901

This Entiros Acceptable Use Policy ("AUP") applies to the use of any product, service or website provided by us (Entiros), whether we provide it directly or use another party to provide it to you (each, a "Entiros Service"). This AUP is designed to ensure compliance with the laws and regulations that apply to the Entiros Service. This AUP also protects the interests of all of our clients and their customers, as well as our goodwill and reputation. These terms are so important that we cannot provide the Entiros Service unless you agree to them. By using the Entiros Service, you are agreeing to these terms.

If you are using any Entiros Service, this AUP applies to you. Every client of ours agrees to abide by this AUP and is responsible for any violations. You are not allowed to assist or engage others in a way that would violate this AUP. We will enforce and ensure compliance with this AUP by using methods we consider to be appropriate, such as complaint and email failure monitoring. We may also suspend or terminate your use of Entiros Services pursuant to our Customer Terms of Service for violations of this AUP.

We periodically update these terms and we will let you know when we do through the portal used to access your Entiros subscription (if you have one), or by posting a revised copy on our website. You agree to review the AUP on a regular basis and always remain in compliance.

1. Reporting Suspected Violations

We encourage recipients of information accessed using the Entiros Service to report suspected violations of this AUP to us by forwarding a copy of the received information to abuse@entiros.com. We have a policy to investigate all of these reports and to respond in the way we consider appropriate.

If you know of or suspect a violation of this AUP, you will promptly notify us in writing of the known or suspected violation of this AUP.

2. Prohibited User Invite Actions

1. You may not use Entiros Subscription Service, including mechanism for

inviting a bulk of new users, to send invites perceived as spam. Bulk email is spam when it is unsolicited. Unsolicited means the recipient has not granted verifiable permission for the message to be sent. Bulk means that the message is sent as part of a larger collection of messages that have substantively similar content (e.g. the invite email to the Entiros Subscription)

2. You may not use any misleading or false names, addresses, email address, when inviting new users to the Entiros Subscription Service. Email sent, or caused to be sent to or through the Entiros Service may not: (a) use or contain invalid or forged headers; (b) use or contain invalid or non-existent domain names; (c) employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path; (d) use other means of deceptive addressing; (e) use a third party's internet domain name without their consent, or be relayed from or through a third party's equipment without the third party's permission; (f) contain false or misleading information in the subject line or otherwise contain false or misleading content; or (g) use our trademark(s), tagline(s), or logo(s) without our prior written consent and only then pursuant to our trademark usage guidelines.
3. You may not invite purchased email lists. You are prohibited from using the Entiros Service to email: (a) purchased, rented, or borrowed lists, and (b) lists that are likely to result in an excessive number of unsubscribe requests or Spam complaints or notices, as determined by acceptable industry practices.

3. No Disruption

You agree not to use the Entiros Service in a way that impacts the normal operation, privacy, integrity or security of another's property. Another's property includes another's account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information, or business operations. You also agree not to use the Entiros Service to gain unauthorized access to, use, monitor, make an unauthorized reference to, another's property, unless you have the appropriate express prior consent to do so. Examples of prohibited actions include (without limitation): hacking, spoofing, denial of service, mailbombing and/or sending any email that contains or transmits any virus or propagating worm(s), or any malware, whether spyware, adware or other such file or program.

You also agree not to use the Entiros Service in a way that causes or may cause any Entiros IP addresses, Entiros domains, or Entiros customer domains to be blacklisted. These restrictions apply regardless of your intent and whether or not you act intentionally or unintentionally.

4. Proper Usage

You will respect the limits that apply to your use the Entiros Service as specified in the Product and Services Catalog available at terms of Product and Service Catalog (the "Service Limits"). We may update or change these Service Limits by updating Product and Service Catalog, so we encourage you to review this page periodically.

In addition, and without limiting the other requirements in this AUP, you may not (directly or indirectly) use the Entiros Service with content, or in a manner that:

- is threatening, abusive, harassing, stalking, or defamatory;
- is deceptive, false, misleading or fraudulent;
- is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity);
- contains vulgar, obscene, indecent or unlawful material;
- infringes a third party's intellectual property right(s);
- publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you have all necessary rights and consents to do so;
- uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer;
- downloads any file that you know, or reasonably should know, cannot be legally distributed in that way;
- falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded;
- restricts or inhibits any other user of the Entiros Service from using and enjoying our website and/or the Entiros Service;
- harvests or otherwise collects information about others, including e-mail addresses, without their consent;

- violates the usage standards or rules of an entity affected by your use, including without limitation any ISP, ESP, or news or user group (and including by way of example and not limitation circumventing or exceeding equipment use rights and restrictions and/or location and path identification detail);
- is legally actionable between private parties;
- is not a good faith use of the service, such as uploading Contacts in excess of your Contact tier, emailing those Contacts and then purging them shortly thereafter; and/or
- is in violation of any applicable local, state, national or international law or regulation; encourages, promotes, facilitates or instructs others to engage in illegal activity;
- promotes, encourages, or facilitates: hate speech, violence, discrimination based on race, color, sexual orientation, marital status, gender or identity expression, parental status, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran status, genetic information, citizenship and/or any other characteristic protected by law.

You will use the Entiros Service for your internal business purposes and will not: (i) willfully tamper with the security of the Entiros Service or tamper with our customer accounts; (ii) access data on the Entiros Service not intended for you; (iii) log into a server or account on the Entiros Service that you are not authorized to access; (iv) attempt to probe, scan or test the vulnerability of any Entiros Service or to breach the security or authentication measures without proper authorization; (v) willfully render any part of the Entiros Service unusable; (vi) lease, distribute, license, sell or otherwise commercially exploit the Entiros Service or make the Entiros Service available to a third party other than as contemplated in your subscription to the Entiros Service; (vii) use the Entiros Service for time sharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) provide to third parties any evaluation version of the Entiros Service without our prior written consent.

5. Restricted Industries

Some industries have higher than average abuse complaints, which can directly impact our ability to provide the Entiros Service to other customers. To protect our customers, we reserve the right to discontinue your use of the Entiros Services if

you are in one of these industries. Some examples include:

- Cryptocurrency
- Escort and dating services
- Pharmaceutical products
- Work from home, make money online, and lead generating opportunities
- Gambling services or products
- Multi-level marketing or affiliate marketing
- List brokers or list rental services
- Selling 'Likes' or followers for a social media platform

6. Entiros Trademark Use

Unless you have our express prior written permission, you may not use any name, logo, tagline or other mark of ours or the Entiros Service, or any identifier or tag generated by the Entiros Service, including without limitation: (a) as a hypertext link to any website or other location (except as provided for or enabled expressly by us); or (b) to imply identification with us as an employee, contractor, agent or other similar representative capacity. You also agree not to remove or alter any of these items as we may have provided or enabled.

7. Developer Terms

If you use any of our developer tools including Application Programming Interfaces (APIs), developer tools, or associated software, you will comply with our terms of this AUP as if the information processed in the APIs would have been processed in the Entiros Subscription Service GUI.

8. General Terms

We may immediately suspend your access to the Entiros Service if you breach this AUP or don't respond to us in a reasonable period after we've contacted you about a potential breach of this AUP. We may also suspend your access as we explain in our Customer Terms of Service and, if you breach this AUP, we may terminate your subscription agreement for cause. You acknowledge we may disclose information regarding your use of any Entiros Service to satisfy any law, regulation, government request, court order, subpoena or other legal process. If we make this type of required disclosure we will notify you, unless we are required to keep the disclosure confidential.

We are not obligated to, but may choose to, remove any prohibited materials and deny access to any person who violates this AUP. We further reserve all other rights.

We may update and change any part or all of this AUP. If we update or change this AUP, the updated AUP will be posted at the location of our Customer Terms of Service. If you have an Entiros subscription, we will let you know through the Entiros Subscription Service. If you do not have an Entiros subscription, we will let you know by posting the revised copy on our website. When we change this AUP, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this AUP periodically.

Product Privacy Policy

Version: 20200901

We at Entiros (Entiros AB and its Affiliates) are committed to protecting your privacy. This Product Privacy Policy applies to your use of the Entiros Subscription Service as a customer of Entiros. This Product Privacy Policy describes how we collect, receive, use, store, share, transfer, and process your Personal Data. It also describes your choices regarding use, as well as your rights of access and correction of your Personal Data.

This Product Privacy Policy also describes how we process Customer Data on behalf of our customers in connection with the Entiros Subscription Services. This Product Privacy Policy does not apply to any information or data collected by Entiros as a controller for other purposes, such as information collected on our websites or through other channels for marketing purposes. Please find the [Entiros Privacy Policy](#) that covers this information or data.

Entiros processes Customer Data under the direction of our Customers, and has no direct control or ownership of the Personal Data we process on behalf of our customers. Customers are responsible for complying with any regulations or laws that require providing notice, disclosure, and/or obtaining consent prior to transferring the Personal Data to Entiros for processing purposes. Terms not otherwise defined herein shall have the meaning as set forth in the Entiros Customer Terms of Service. In the event of a conflict between this Product Privacy Policy and the Customer Terms of Service, the terms of the Customer Terms of Service will control.

We periodically update this Product Privacy Policy. We will post any changes on this page and, if the changes are material, we will provide an update through the notification app in your Entiros account.

1. Use of the Subscription Service

1.1. The Entiros Subscription Service

Our online Subscription Service allows users (typically employed in commercial or non-commercial organizations, but also being private users) to create and share application network information. At its core an application network is a set of

IT-systems that interchange information by exposing information services and/or by referencing other IT-system's information services. The Subscription Service can also be used to help organize developer data (e.g. grouping into teams and divisions and engaging developers as application or service owners). The information added to the Subscription Service, either by user's providing their contact information or when a Subscription Service user adds the information of another user, e.g. with purpose of information sharing or inviting, is stored and managed on our service providers' servers. Entiros provides the Subscription Service to our customers for their own application networking needs.

1.2. Use By Our Customers

Our customers use the Subscription Service to describe their own application networks and let other users take part in developing these application networks. When customers use the Subscription Service, they may input Personal Data such as first and last name, email address, physical address, or phone number. That Personal Data is controlled by them and is used, disclosed and protected by them according to their privacy policies. Entiros processes our customers' information as they direct and in accordance with our agreements with our customers, and we store it on our service providers' servers.

Our agreements with our customers prohibit us from using that information, except as necessary to provide and improve the Subscription Service, as permitted by this Product Privacy Policy, and as required by law.

We have no direct relationship with individuals who provide Personal Information at our customers. Our customers control and are responsible for correcting, deleting or updating information they are collecting by using the Subscription Service. We may work with our customers to help them provide notice to their visitors about their data collection, processing and usage.

2. How we Share Information we Collect

2.1. With Service Providers

We employ third-party service providers to provide services on our behalf to power the Subscription Service and may need to share your information with them to provide our Subscription Service to you. Examples may include analyzing data or performing statistical analysis, processing credit card payments, supplementing the information you provide us in order to provide you with better

service, and providing customer service or support. These service providers are prohibited from using your Personal Data except for these purposes, and they are required to maintain the confidentiality of your information. In all cases where we share your information with such agents, we explicitly require the agent to acknowledge and adhere to our privacy and customer data handling policies.

2.2. Due to Corporate Events

If we (or our assets) are acquired by another company, whether by merger, acquisition, bankruptcy or otherwise, that company would receive all information gathered by Entiros in the Subscription Service. In this event, you will be notified via email and/or a prominent notice on our website, of any change in ownership, uses of your Personal Data, and choices you may have regarding your Personal Data.

3. Entiros Product Specific Privacy Disclosures

a. Third Parties

We may provide links within our sites and services to the sites or services of third parties. We are not responsible for the collection, use, monitoring, storage or sharing of any Personal Data by such third parties, and we encourage you to review those third parties' privacy notices and ask them questions about their privacy practices as they relate to you.

b. Data Practices and Service Data

We automatically collect metrics and information about how Users interact with and use the Subscription Service. We use this information to develop and improve the Subscription Services and the Integration Services, and to inform our sales and marketing strategies. We may share or publish this service data with third parties in an aggregated and anonymized manner, but we will not include any Customer Data or identify Users.

If you access the Subscription Services via our mobile applications, we may also collect your device model and version, device identifier, and OS version. We may send you push notifications from time to time in order to update you about events or promotions. If you no longer wish to receive such communications, you may turn them off at the device level.

We use Customer Data in an anonymized manner for machine learning that supports certain product features and functionality within the Subscription Service.

When you use the Subscription Service, we automatically collect log files. These log files contain information about a Users' IT system, a User's IP address, browser type, domain names, internet service provider (ISP), the files viewed on our site (e.g., HTML pages, graphics, etc.), operating system, clickstream data, access times, and referring website addresses. We use this information to ensure the optimal operation of the Subscription Service and for security purposes. We may link log files to Personal Data such as name, email address, address, and phone number for these purposes.

You can log in to our site using a Single Sign-on (SSO) service like your Google account. This service will authenticate your identity and provide you the option to share certain Personal Data with us such as your name.

c. **Enrichment Data**

When you application network records to the Entiros Subscription Service, we populate certain fields with Enrichment Data. You'll recognize Enrichment Data in the Entiros Subscription Service because it is flagged with a grey information icon (or highlighted in some other way), which on hover, identifies the property as being filled from Entiros's Insights database. These properties may include information such as IT-system name, API / Event name, provider company name, company location, and company address. This data is obtained from public and third party sources. We do not use Customer Data to populate Enrichment Data.

d. **Integrations with the Entiros Subscription Service**

You may choose to connect any number of applications or integrations, including our certified partner applications, with your Entiros account. If you give an integration provider access to your Entiros account then your use of these integrations is subject to the service terms and privacy terms made available by that integrator. We are not responsible for third party integrators and in no case are such integration providers our sub-processors.

4. Data Subject Requests

If you are a developer, or otherwise interact with one of our Customers and would no longer like to be contacted by one of our customers that use our Subscription Service, please contact the customer that you interact with directly. If you want to access, correct, amend, or delete data controlled by a Entiros customer, you

should direct your query to the Entiros Customer (the data controller). We will work with customers to respond to data subject requests as outlined in our DPA.

You may request the deletion of your Entiros account or Subscription Service by sending a request to privacy@entiros.com. You should also review our DPA to understand our obligations as a processor of your data and how we comply with relevant data protection laws.

If you are seeking to exercise your data subject access rights for the data Entiros processes as a controller, please see [this Privacy Policy](#).

5. Data Retention

Customer Data collected during your use of the Subscription Service is retained in accordance with the provisions of the DPA and is retained for as long as you have a paid Subscription and/or remain an active customer. Your data is deleted upon your written request or after an established period following the termination of all customer agreements. In general, Customer Data is deleted after your paid Subscription ends and your account becomes inactive.

6. How We Transfer Data We Collect Internationally

International transfers to third parties, limited to European Union. The third parties described in this privacy policy, which provide services to us under contract, are all based in the European Economic Area.

Contact:

Data Protection Officer (DPO) and CEO

Gustav Rosén

privacy@entiros.com

Entiros, AB

Hermelinsgatan 7

57337 Tranås, Sweden

Jurisdiction Specific Terms

Version: 20200901

PLEASE READ THESE TERMS CAREFULLY.

Depending on your location, these Jurisdiction-Specific Terms will apply to you. They form part of the Entiros Customer Terms of Service (the “TOS”) and are hereby incorporated therein, with references from ‘Master Terms’ to ‘Contracting Entity’ and ‘Applicable Law’ sections.

1. Contracting Entity; Applicable law; Notice

1.1 You are contracting with our Swedish Entity - Entiros AB.

1.2. Applicable law

Disputes regarding the interpretation or application of this Agreement shall be primarily settled through negotiation between the parties. If the parties despite repeated negotiations can not agree, a dispute regarding the interpretation of this Agreement and related legal issues shall be subject to the jurisdiction of Swedish court, with the Stockholm City Court as the court of first instance, pursuant to Swedish law.

1.3 Notice to Entiros AB will be sent to the contact address set out below, and will be deemed delivered as of the date of actual receipt.

Entiros AB

Org no 556791-3487

Hermelinsgatan 7

573 31 Tranås

Sweden