

IntelliPaaS Inc. Master Subscription & Services Agreement

1 Preamble and Parties

1.1 Parties

This Master Subscription Agreement (“Agreement”) is entered into by and between **IntelliPaaS Inc.**, a corporation duly organized and existing under the laws of the State of Delaware, United States of America, with its principal place of business at **1007 N Orange St, 4th Floor, Ste. 1382, Wilmington, New Castle County, DE 19801, USA (“IntelliPaaS”)**, and the entity identified as the customer in the applicable Order Form (“**Customer**”).

1.2 Effective Date

This Agreement becomes effective on the earliest of (a) the date the last party signs the first Order Form that expressly incorporates this Agreement, (b) the date Customer clicks to accept these terms in IntelliPaaS’s online interface, or (c) the date Customer first accesses or uses any Service (the “**Effective Date**”).

1.3 Formation and Incorporation

Each Order Form, Statement of Work (“**SOW**”), or other transaction document that expressly references this Agreement is hereby incorporated by reference and, together with this Agreement, constitutes a single binding contract between the parties. No Order Form or SOW is valid unless executed (whether physically or electronically) by authorized representatives of both parties or accepted by Customer through IntelliPaaS’s designated online process.

1.4 Corporate Authority and Enforceability

Each party represents and warrants that (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, (b) it has full power and authority to enter into and perform its obligations under this Agreement, (c) the individual signing or accepting this Agreement on its behalf has been duly authorized to do so, and (d) this Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms.

2 Definitions

For purposes of this Agreement, the following capitalised terms have the meanings set out below. Terms defined elsewhere in the Agreement have the same meaning when used in these definitions.

Term	Definition
“Agreement”	This Master Subscription Agreement, together with all Order Forms and SOWs, as amended from time to time.
“Affiliate”	Any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means the ownership of more than fifty per cent (50 %) of the voting securities or equity interests in such entity, or the power to direct its management and policies.
“Authorised User”	An individual natural person who is (i) an employee, contractor or agent of Customer or its Affiliates, and (ii) provisioned with unique credentials by Customer to access and use the Services under Customer’s subscription.
“Business Day”	Any day other than a Saturday, Sunday or public holiday in the primary place of business of the Party receiving a Notice.

“Customer”	The legal entity identified as “Customer” in the applicable Order Form.
“Customer Data”	All data, files, text, images, audio, video, software or other content that Customer or its Authorised Users submit to or process through the Services, excluding Aggregated Data and IntelliPaaS IP.
“Customer Environment”	The information-technology infrastructure, systems, networks, devices, databases, platforms and software that are owned, leased or controlled by Customer and operated outside IntelliPaaS’s managed cloud environment.
“Customer Personal Data”	Customer Data that constitutes “personal data,” “personal information” or similar term under Applicable Law.
“Deliverables”	Any reports, scripts, configurations, templates, documentation or other work product created by IntelliPaaS for Customer in the course of performing Professional Services.
“Documentation”	The then-current user manuals, online help files, knowledge-base articles, release notes and other technical material that IntelliPaaS makes generally available to its customers describing the features and proper use of the Services.
“Effective Date”	The date defined in Section 1.2.
“Evaluation Services”	Any non-production, trial, beta, proof-of-concept or other evaluation access to the Services provided to Customer, as identified in an Order Form.
“Fees”	All amounts payable by Customer to IntelliPaaS under this Agreement, including subscription fees, Professional-Services fees, usage-based charges and applicable Taxes.

“Force Majeure Event”	Has the meaning set out in Section 17.1.
“Initial Term”	The first subscription period for the Services as specified in the relevant Order Form.
“IntelliPaaS”	IntelliPaaS Inc., a Delaware corporation, or its permitted successor or assign.
“Modules”	The functional components of the Platform identified in Section 4.1.2, as updated by IntelliPaaS from time to time.
“Order Form”	An ordering document executed by the Parties (or accepted by Customer through IntelliPaaS’s online process) that specifies the Services, subscription metrics, Fees, term and other commercial details, and expressly incorporates this Agreement.
“Party” / “Parties”	Individually, IntelliPaaS or Customer; collectively, both.
“Personal Data”	Has the same meaning as “Customer Personal Data” unless expressly stated otherwise in context.
“Platform”	IntelliPaaS’s proprietary integration-platform-as-a-service offering, including its software, APIs, connectors and backend infrastructure, as further described in Section 4.
“Professional Services”	Consulting, implementation, training, migration, development or other services (excluding Support and the standard right to use the Platform) provided by IntelliPaaS pursuant to an SOW or Order Form.
“Renewal Term”	Each successive twelve-month subscription period that follows the Initial Term pursuant to Section 16.2.

“Scheduled Maintenance”	Planned downtime of the Platform for maintenance or upgrades of which IntelliPaaS gives Customer at least forty-eight (48) hours’ prior notice, not exceeding eight (8) hours per calendar month.
“Security Incident”	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Customer Personal Data processed by IntelliPaaS.
“Services”	Collectively, the Platform, Support, Professional Services and any other services expressly provided by IntelliPaaS under this Agreement.
“SOW” or “Statement of Work”	A document executed by the Parties describing the scope, deliverables and pricing for Professional Services, and expressly referencing this Agreement.
“Subscription Term”	The Initial Term plus all Renewal Terms, collectively.
“Support”	The technical support and maintenance services described in Section 11 and included with Customer’s subscription plan.
“Taxes”	Any sales, use, value-added, goods-and-services, excise, withholding or similar taxes or duties assessed by any jurisdiction, excluding taxes on IntelliPaaS’s net income, property or employees.
“Third-Party Application”	Any software, service, API or system not owned or operated by IntelliPaaS that interoperates with the Platform at Customer’s direction.
“Transfer Mechanisms”	The legal mechanisms (e.g., EU Standard Contractual Clauses, UK IDTA, adequacy decisions, Binding Corporate Rules) relied upon to legitimise cross-border transfers of Personal Data under Applicable Law.

“Usage Metrics”	The quantifiable units specified in an Order Form (e.g., transactions, endpoints, data volume, compute hours) used to determine subscription scope and overage charges.
“Uptime”	The availability percentage for the Platform calculated in accordance with Section 11.1(c).
“Updates”	Any patches, bug fixes, minor enhancements or other maintenance releases of the Platform that IntelliPaaS makes generally available to its customers at no additional charge.

(Alphabetical cross-references are for convenience only and do not affect interpretation.)

3 Agreement Structure and Precedence

3.1 Integrated Contract

This Agreement, together with every Order Form and, where applicable, every Statement of Work (“**SOW**”), forms a single, binding contract that governs:

- all access to and use of the Services;
- all Professional Services; and
- all privacy, security, service-level, and data-processing obligations, which are set out in full within the body of this Agreement.

No separate schedules, policies or addenda exist outside this document.

3.2 Order Forms

- (a) Each Order Form sets out the commercial particulars of the subscription or Professional Services purchased, including subscription tier, usage metrics, fees, deployment model and term.
- (b) An Order Form is binding when: (i) it is signed (wet-ink or electronic) by authorised representatives of both parties; or (ii) Customer accepts it through IntelliPaaS’s designated online acceptance process.
- (c) Upon such execution or acceptance, the Order Form is incorporated into, and governed by, this Agreement.
- (d) If an Order Form permits future purchases under the same pricing or metric framework (e.g. “call-off” or “draw-down”), each subsequent purchase order issued against that framework constitutes a new Order Form.

3.3 Statements of Work (Professional Services)

- (a) The scope, deliverables, milestones, acceptance criteria and fees for Professional Services shall be documented in an SOW that references this Agreement.
- (b) Change requests to an SOW must be agreed in a written change order signed by authorised representatives of both parties.

(c) On execution, an SOW becomes part of this Agreement and is subject to the same terms and limitations, unless the SOW expressly states that specified clauses of this Agreement do not apply to the Professional Services described therein.

3.4 Documentation and Usage Guidelines

Any user guides, technical manuals or usage guidelines supplied or published by IntelliPaaS (“**Documentation**”) describe the proper operation of the Services. Documentation does not modify this Agreement but, to the extent an Order Form references specific functionality or service-levels described in Documentation, such descriptions form part of the parties’ contractual expectations.

3.5 Order of Precedence

If there is any direct conflict or irreconcilable inconsistency between the provisions of the documents listed below, the descending order of priority shall be:

(a) **Order Form** – but solely for the Services or Professional Services described in that Order Form and only to the extent the Order Form expressly identifies the provision of this Agreement it overrides;

(b) **This Agreement** (Sections 1–22 inclusive);

(c) **SOW** – except that an SOW will take precedence over this Agreement for the limited purpose of defining the scope, acceptance and commercial terms of the Professional Services set out in that SOW.

3.6 No Other Terms

Terms appearing on or referenced by Customer’s purchase orders, vendor registration forms, invoicing portals, or other customer-generated documents are rejected in their entirety and have no legal effect, even if IntelliPaaS processes an order or invoice that refers to such terms.

3.7 Modifications and Amendments

Any amendment, modification or waiver of this Agreement (including any Order Form or SOW) must:

- (a) be in writing (email acceptable if it includes express agreement to amend);
- (b) reference the specific section(s) being amended; and
- (c) be signed or otherwise expressly accepted by authorised representatives of both parties.

Click-wrap or online amendments issued by IntelliPaaS are binding if Customer expressly accepts them; silence or continued use of the Services does not constitute acceptance.

3.8 Electronic Signatures and Counterparts

The parties consent to the use of electronic signatures and agree that execution in multiple counterparts (whether electronically generated or physically signed) constitutes one and the same instrument.

3.9 Survival of Precedence

The document hierarchy in Section 3.5 survives termination or expiration of this Agreement and governs the interpretation of any surviving provisions.

4 Subscription Services

4.1 Platform Description and Modules

4.1.1 Platform. IntelliPaaS provides a proprietary integration-platform-as-a-service offering (the “**Platform**”) that enables Customer to design, deploy, monitor and manage data flows, application programming interfaces and automated business processes across cloud, on-premises and hybrid environments (collectively, the “**Services**”).

4.1.2 Core Modules. As of the Effective Date the Platform includes the following functional modules (collectively, the “**Modules**”):

(a) Integration Engine – low-code and pro-code tooling and runtime for orchestration of real-time and batch integrations;

(b) Data Transformation – mapping, validation, enrichment and format conversion for structured and unstructured data;

(c) Workflow Automation – rule-based and event-driven process builder with conditional logic, retries and exception handling;

(d) Connector Library – catalogue of pre-built and custom connectors covering enterprise applications, databases, protocols and message queues, together with software development kits for bespoke connector development;

(e) Monitoring & Analytics – dashboards, logs, alerting and usage analytics, including export APIs;

(f) Identity & Access Management – role-based access control, single sign-on (SAML/OIDC), multifactor enforcement, audit trails and secret-management integration;

(g) Developer Tooling – command-line utilities, APIs, software development kits, test harnesses and Documentation.

4.1.3 Updates and Enhancements. IntelliPaaS may enhance or modify the Platform or Modules provided that no such change will materially diminish the functionality purchased under an active Order Form. Customer is entitled to all standard updates, upgrades and patches released during the Subscription Term. Access to new premium Modules may require an amendment or new Order Form.

4.1.4 Beta and Evaluation Features. IntelliPaaS may make pre-release features available on an opt-in basis. Such features are provided “AS IS” and may be withdrawn at any time without liability, unless otherwise agreed in writing.

4.2 Deployment Models

4.2.1 IntelliPaaS-Hosted. IntelliPaaS will provision and operate the Platform in its managed cloud environment on Microsoft Azure (or a successor provider with comparable certifications). IntelliPaaS is responsible for the hosting infrastructure, backup and disaster-recovery processes, and will meet the service-level commitments set out in Section 10.

4.2.2 Customer-Hosted. Subject to technical prerequisites defined in the Documentation, Customer may deploy the Platform on Customer-controlled infrastructure (including hyperscale public cloud, private cloud or on-premises servers):

- (a) Customer is responsible for provisioning, securing, monitoring and maintaining all compute, storage, network and operating-system components;
- (b) IntelliPaaS will supply installation packages, updates and remote support, but does not warrant the underlying Customer infrastructure;
- (c) Service-level commitments in Section 10 apply only to defects in the Platform software and exclude failures attributable to Customer's environment.

4.2.3 Hybrid Deployments. Where expressly agreed in an Order Form, designated Modules may be hosted by IntelliPaaS while other components run in Customer's environment. Responsibility for each portion follows the allocation in Sections 4.2.1 and 4.2.2 respectively.

4.2.4 Change of Deployment Model. The parties may transition between deployment models by executing a mutually agreed change order and, if applicable, adjusting fees, service levels and implementation timelines.

4.3 Data-Residency Commitments

4.3.1 Designated Region. For IntelliPaaS-Hosted or Hybrid deployments, Customer shall designate a primary hosting region from IntelliPaaS's then-available data-centre list. IntelliPaaS will store Customer Data at rest solely within the designated region unless: (a) Customer provides written instructions to replicate or move data elsewhere, or (b) relocation is required to mitigate a disaster or comply with law, in which case IntelliPaaS will provide prompt notice.

4.3.2 Cross-Border Transfers. To the extent Customer Data is accessed from, transferred to or processed in a jurisdiction other than the designated region:

(a) IntelliPaaS will implement appropriate safeguards consistent with Section 9 (Data Protection, Privacy & Security);

(b) Customer authorises IntelliPaaS and its Sub-processors to transfer Customer Data globally subject to such safeguards.

4.3.3 Customer-Hosted Residency. For Customer-Hosted deployments, Customer controls physical and logical data location and is solely responsible for compliance with local data-residency requirements.

4.3.4 Residency Change Requests. Customer may request a change to the hosting region once per contract year by providing at least sixty (60) days' written notice and paying any applicable migration fees. IntelliPaaS will coordinate a mutually agreed migration plan with minimal disruption to the Services.

5 Licence Grant and Restrictions

5.1 Subscription Licence Grant

Subject to Customer's continued compliance with this Agreement and timely payment of all Fees, IntelliPaaS grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the applicable Subscription Term to access and use the Platform, Modules and Documentation solely for Customer's internal business purposes and strictly within the quantitative and functional limits set out in the relevant Order Form ("**Licence**").

5.2 Authorised Users

- (a) “**Authorised Users**” means employees, contractors and agents of Customer (and, where expressly permitted in an Order Form, of Customer’s Affiliates) who are provisioned with individual credentials.
- (b) Customer shall: (i) ensure each Authorised User keeps credentials confidential; (ii) maintain an accurate, auditable roster of Authorised Users; and (iii) promptly disable access for any individual who ceases to qualify as an Authorised User.

5.3 Prohibited Conduct

Except as expressly permitted in Section 5.1, Customer shall not, and shall not permit any third party to:

- (a) copy, frame, mirror, modify, translate, adapt or create derivative works of the Services or Documentation;
- (b) reverse-engineer, decompile, disassemble or otherwise attempt to discover source code or underlying algorithms, except to the limited extent such restriction is prohibited by applicable law and then only after providing thirty (30) days’ prior written notice to IntelliPaaS;
- (c) sell, resell, lease, license, sublicense, distribute, time-share, rent, outsource, service bureau or otherwise make the Services available to any third party other than Authorised Users;
- (d) access or use the Services for the purpose of building or supporting, and/or assisting a third party in building or supporting, products or services that are competitive with the Services;
- (e) publicly disseminate performance or benchmark tests or analyses relating to the Services without IntelliPaaS’s prior written consent;
- (f) remove, alter or obscure proprietary notices on the Services or Documentation;
- (g) introduce into the Services or IntelliPaaS systems any malware, ransomware, logic bombs, Trojan horses or other harmful code;
- (h) interfere with or disrupt the integrity or performance of the Platform, or attempt to gain unauthorised access to the Platform or related systems or networks;
- (i) use the Services to process, store or transmit infringing, defamatory or otherwise unlawful material, or material in violation of third-party privacy or intellectual-property rights; or

(j) knowingly permit access to the Services by a direct competitor of IntelliPaaS without IntelliPaaS's prior written consent.

5.4 Competitive Restrictions

Customer shall not: (a) use the Services or Documentation to develop, train, validate or improve a product or service that competes, directly or indirectly, with the Platform; or (b) allow any individual who is employed by, or acting on behalf of, a competing provider of integration-platform, middleware, iPaaS or API-management solutions to access the Services, except as IntelliPaaS expressly approves in writing.

5.5 Export Compliance and Restricted Territories

(a) **U.S. Export Laws.** The Services, Documentation and any derivatives thereof are subject to U.S. export-control and economic-sanctions laws, including the Export Administration Regulations (“**EAR**”) and regulations administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”). Customer represents and warrants that it, its Affiliates, Authorised Users and end destinations are not (i) located in, organised under the laws of, or ordinarily resident in, a country or region subject to comprehensive U.S. sanctions or embargoes, currently including Cuba, Iran, North Korea, Syria, the Crimea, Donetsk and Luhansk regions of Ukraine, Russia, Belarus, or any other jurisdiction as may be designated by OFAC from time to time; (ii) listed on, or majority-owned or controlled by one or more parties listed on, any U.S. government restricted-party list, including OFAC’s Specially Designated Nationals and Blocked Persons List, the U.S. Department of Commerce Denied Persons List or Entity List, or the U.S. Department of State Non-proliferation Sanctions lists; or (iii) involved in the design, development or production of nuclear, missile, chemical or biological weapons.

(b) **Restricted Uses.** Customer shall not directly or indirectly export, re-export, release, transmit or otherwise make the Services, Deliverables or technology derived from or contained in the Services available: (i) to any restricted territory or person described in Section 5.5(a); (ii) for any end-use prohibited by U.S. law (including proliferation, military or surveillance activities in violation of human-rights-related controls); or (iii) in a manner that would cause IntelliPaaS to be in violation of U.S. or other applicable export-control or sanctions laws.

(c) **Notification.** Customer shall promptly notify IntelliPaaS if Customer or any Authorised User becomes subject to sanctions or export restrictions described in this Section 5.5. IntelliPaaS may immediately suspend or terminate the Licence without liability if Customer breaches this Section.

5.6 Evaluation or Trial Use

If an Order Form designates all or part of the Services as evaluation, pilot, beta or proof-of-concept (“**Evaluation Services**”) the following apply: (a) Evaluation Services are provided free of charge for the period specified in the Order Form (“**Evaluation Period**”) solely for Customer’s internal non-production testing; (b) Evaluation Services are provided “AS IS” without warranty, support, service-level commitments or indemnities; and (c) either party may terminate Evaluation Services on five (5) days’ written notice. Upon termination or expiry of the Evaluation Period, Customer shall cease using and delete all access credentials and any materials relating to the Evaluation Services.

5.7 Reservation of Rights

Except for the limited Licence expressly granted in Section 5.1, IntelliPaaS and its licensors retain all right, title and interest in and to the Services, Documentation, derivative works and all associated intellectual-property rights. No rights are granted by implication, estoppel or otherwise.

5.8 Audit Right

IntelliPaaS may, no more than once per twelve (12) month period and on at least ten (10) days’ prior notice, audit Customer’s use of the Services (remotely or on-site) to verify compliance with this Section 5. Any audit will be conducted during normal business hours in a manner that minimises disruption. If an audit reveals unauthorised use exceeding the Licence limits, Customer shall promptly procure sufficient additional licences and pay any underpaid Fees at IntelliPaaS’s then-current rates, plus reasonable audit costs if the underpayment exceeds five per cent (5%) of the Fees due for the audited period.

6 Customer Obligations and Acceptable Use

6.1 Compliance with Law

Customer shall access and use the Services in strict conformity with all applicable international, federal, state, local and foreign laws, statutes, regulations and ordinances, including but not limited to data-protection, privacy, intellectual-property, export-control, anti-corruption, labour and consumer-protection laws (collectively, “**Applicable Law**”). Customer is solely responsible for determining whether its contemplated use of the Services complies with Applicable Law.

6.2 Customer Data Responsibilities

(a) Legality and Rights. Customer represents and warrants that it has obtained and will maintain all rights, licences, permissions, consents and authority necessary to lawfully collect, input, store, process and transmit all data, content and materials supplied to the Services by or on behalf of Customer (“**Customer Data**”).

(b) No Infringing or Harmful Data. Customer shall not upload or transmit any Customer Data that infringes third-party rights, is unlawful, defamatory, obscene, harassing, threatening, harmful, or otherwise objectionable, or that contains malicious code.

(c) Sensitive Data. Unless the Order Form expressly authorises otherwise, Customer shall not use the Services to process (i) “protected health information” as defined under HIPAA, (ii) payment-card data subject to PCI-DSS, (iii) biometric identifiers, (iv) government-issued identification numbers, or (v) any data classified as sensitive or special-category personal data under GDPR or comparable regimes.

6.3 Environment Prerequisites and Technical Cooperation

(a) Compatibility. Customer is responsible for procuring, configuring and maintaining hardware, software, networks, operating systems, databases, firewalls, antivirus and other components (collectively, “**Customer Environment**”) that meet or exceed the minimum system requirements described in the Documentation.

(b) Connectivity. Customer shall maintain reliable internet connectivity and, where the Platform is deployed on Customer-hosted or hybrid infrastructure, sufficient compute, storage and backup resources.

(c) Cooperation. Customer shall provide IntelliPaaS with timely access to knowledgeable personnel and any Customer Environment resources reasonably necessary for IntelliPaaS to provide the Services or Support; any delay caused by Customer may result in a commensurate adjustment to time schedules.

6.4 Security Obligations

(a) Credential Management. Customer shall (i) implement and enforce strong password and multi-factor authentication policies, (ii) restrict access to authorised individuals on a least-privilege basis, and (iii) promptly disable credentials for users who no longer require access.

(b) Incident Notification. Customer shall notify IntelliPaaS without undue delay (and in any event within twenty-four (24) hours) upon becoming aware of any actual or suspected unauthorised access to the Services, Customer Data or Customer Environment that may adversely affect the Services (“**Security Incident**”).

(c) Mitigation. Customer shall cooperate fully with IntelliPaaS in investigating, mitigating and remediating any Security Incident.

6.5 Acceptable Use Rules

Customer shall not, and shall ensure Authorised Users do not:

(a) use the Services to violate Applicable Law, including export-control or sanctions regulations;

(b) send, store or transmit unsolicited bulk e-mail, spam, phishing content, or illegal advertisements;

(c) knowingly upload or distribute any viruses, worms, Trojan horses, time bombs, spyware or other malicious code;

(d) interfere with or disrupt the integrity, availability, performance or security of the Services or any third-party data contained therein;

(e) attempt to gain unauthorised access to any portion of the Services or related systems or networks;

(f) mine or scrape data from the Services outside permitted API limits;

- (g) impersonate any person or entity or misrepresent an affiliation with another person or entity while using the Services;
- (h) use the Services for high-risk activities where failure could lead to death, personal injury or severe environmental harm (including operation of nuclear facilities, air traffic control or life-support systems); or
- (i) facilitate or encourage any third party to do any of the foregoing.

6.6 Export Control and Sanctions Compliance

In addition to the obligations in Section 5.5:

- (a) Customer shall establish and maintain procedures to screen Authorised Users and transaction counterparties to ensure compliance with U.S. and other applicable export-control and economic-sanctions laws.
- (b) Customer shall not permit any access to, or use of, the Services (i) by any individual or entity that is located in, or is a national or resident of, Cuba, Iran, North Korea, Syria, Russia, Belarus, the Crimea, Donetsk or Luhansk regions of Ukraine, or any other jurisdiction subject to comprehensive U.S. sanctions, or (ii) by any individual or entity identified on any U.S. or applicable foreign restricted-party list.
- (c) Customer shall not use the Services in connection with the design, development or production of nuclear, missile, chemical or biological weapons or for military or intelligence end-uses prohibited under U.S. law.
- (d) Customer shall promptly notify IntelliPaaS in writing upon becoming aware of any breach of this Section 6.6, and IntelliPaaS may immediately suspend or terminate access to the Services without liability.

6.7 Indemnification

Customer shall defend, indemnify and hold harmless IntelliPaaS, its Affiliates and their respective officers, directors, employees and agents from and against any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or related to (a) Customer's or an Authorised User's breach of this Section 6, or (b) any claim that the Customer Data, or Customer's use of the Services in violation of this Agreement, infringes, misappropriates or otherwise violates the rights of any third party or Applicable Law.

6.8 Audit and Monitoring

IntelliPaaS reserves the right, but is not obligated, to monitor Customer's compliance with this Section 6 by technical means. Any audit conducted pursuant to Section 5.8 may also review compliance with Customer's obligations in this Section 6.

7 Fees, Invoicing and Taxes

7.1 Fees and Advance Payment

(a) Subscription Fees. Customer shall pay the non-cancellable, non-refundable subscription fees stated in each Order Form for the entire Subscription Term **within thirty (30) days after the Order Form's last signature date ("Signature Date")**, unless the Order Form expressly provides for periodic billing.

(b) Professional-Services Fees. Unless an Order Form or SOW specifies different milestones, fifty per cent (50 %) of Professional-Services fees are due within thirty (30) days after the Signature Date and the remaining fifty per cent (50 %) upon IntelliPaaS's delivery of the final milestone.

(c) Usage-Based Charges. Where an Order Form sets variable or overage metrics, IntelliPaaS will invoice such charges monthly in arrears; invoices are due within thirty (30) days of the invoice date.

7.2 Invoicing and Payment Method

(a) IntelliPaaS will issue electronic invoices to the billing contact designated by Customer.

(b) Payments must be made in United States dollars by ACH, wire transfer or another method approved in writing by IntelliPaaS, free of set-off and bank fees.

(c) If Customer requires a purchase-order ("PO") number, Customer shall provide a valid PO no later than ten (10) days after the Signature Date; failure to issue a PO does not defer Customer's payment obligation.

7.3 Disputed Amounts

- (a) Customer shall notify IntelliPaaS in writing of any good-faith dispute within fifteen (15) days of the invoice date and shall describe the dispute in reasonable detail.
- (b) The parties will endeavour to resolve the dispute within fifteen (15) days after IntelliPaaS's receipt of the notice. Customer must timely pay all undisputed amounts.
- (c) Amounts not disputed in accordance with this Section 7.3 are deemed accepted.

7.4 Late-Payment Consequences

- (a) Undisputed amounts unpaid thirty-one (31) days after the due date accrue interest from the original due date until paid in full at one and one-half per cent (1.5 %) per month or the maximum lawful rate, whichever is lower.
- (b) If any undisputed amount remains unpaid sixty-one (61) days after the due date, IntelliPaaS may, **without further notice**, suspend or disable all access to the Services until all overdue amounts, interest and collection costs are paid in full.
- (c) Customer shall reimburse IntelliPaaS for all reasonable costs of collection (including attorneys' fees and third-party agency fees) incurred in recovering overdue amounts.

7.5 Renewals, Price Adjustments and Non-Renewal Notice

- (a) Automatic Renewal.** Unless an Order Form states otherwise, each Subscription Term automatically renews for successive one (1)-year periods (each, a "Renewal Term") at IntelliPaaS's then-current list price, **unless either party delivers written notice of non-renewal at least ninety (90) days before the current term expires.**
- (b) Binding Renewal Fee.** If Customer fails to provide timely non-renewal notice under Section 7.5(a), Customer is irrevocably committed to the Renewal Term and the corresponding fees become due and payable on the first day of the Renewal Term, invoiced in advance and payable within thirty (30) days of that invoice.

(c) Fee Increases. IntelliPaaS may increase subscription fees for any Renewal Term by up to seven per cent (7 %) above the fees in effect for the immediately preceding term by providing at least forty-five (45) days' written notice before the Renewal Term commences.

7.6 Taxes

(a) All fees are exclusive of sales, use, value-added, goods and services, harmonised, excise, withholding and similar taxes, duties and levies ("**Taxes**").

(b) Customer is responsible for all Taxes arising from the transactions contemplated by this Agreement, except Taxes based on IntelliPaaS's net income, property or employees.

(c) If IntelliPaaS is required by law to collect Taxes, such Taxes will be itemised on the invoice and promptly paid by Customer, unless Customer timely provides a valid tax-exemption certificate.

(d) If Customer is required by law to withhold Taxes from any payment, Customer shall gross-up the payment so that IntelliPaaS receives the amount it would have received had no withholding been required, and shall promptly provide official receipts evidencing the remittance of the withheld Taxes.

7.7 No Set-Off

Except for amounts disputed in good faith under Section 7.3 or withheld in accordance with Section 7.6(d), Customer shall not withhold, offset, recoup or debit any amounts owed (or to become due and owing) to IntelliPaaS against any other amount owed (or to become due and owing) by IntelliPaaS to Customer, whether arising under this Agreement or otherwise.

7.8 Usage Records

IntelliPaaS's system measurements of Customer's usage constitute the conclusive basis for calculating variable or overage charges, absent manifest error.

8 Right of Suspension

8.1 Grounds for Suspension

IntelliPaaS may, in its sole reasonable discretion, suspend Customer's access to any or all Services (including Support and Professional Services), or disable any Customer integration or application, if:

- (i) Customer materially breaches Section 5 (Licence Grant & Restrictions) or Section 6 (Customer Obligations & Acceptable Use), including any export-control or sanctions requirements in Sections 5.5 and 6.6;
- (ii) Customer fails to cure a payment default within sixty-one (61) days after the original due date in accordance with Section 7.4(b);
- (iii) IntelliPaaS reasonably determines the security, integrity or proper functioning of the Platform is threatened or may be compromised due to hacking, denial-of-service attacks, malware, or any other actual or suspected Security Incident;
- (iv) IntelliPaaS receives written notice or credible evidence that Customer lacks the lawful right to access or use any Third-Party Application or data connected to the Platform, or receives a valid Digital Millennium Copyright Act (DMCA) takedown notice;
- (v) IntelliPaaS concludes that Customer's continued use of the Services could result in material harm to IntelliPaaS, the Platform, IntelliPaaS's infrastructure, or IntelliPaaS's other customers; or
- (vi) IntelliPaaS is required to do so by Applicable Law, court order, or governmental authority.

8.2 Notice and Scope

IntelliPaaS will provide prompt written notice of any suspension (e-mail sufficient) and, where practicable, will limit the suspension to the affected portion of the Services.

8.3 Reinstatement

IntelliPaaS will use diligent efforts to reinstate access promptly after verifying that the circumstance giving rise to the suspension has been resolved to IntelliPaaS's reasonable satisfaction. Customer remains responsible for all fees that accrue during any period of suspension.

8.4 No Liability

IntelliPaaS shall not be liable to Customer or any third party for any claims, damages, losses or expenses arising from or related to a suspension effected in good-faith compliance with this Section 8.

9 Confidentiality

9.1 Definition of Confidential Information

“**Confidential Information**” means any non-public business, technical or financial information disclosed by one party (“**Disclosing Party**”) to the other (“**Receiving Party**”) that is identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, product roadmaps, source code, know-how, trade secrets, security reports, customer lists, pricing, Order Forms, SOWs, personal data and any third-party information the Disclosing Party is obligated to keep confidential. The Platform, Documentation and all performance data related thereto are IntelliPaaS Confidential Information. Customer Data is Customer Confidential Information.

9.2 Confidentiality Obligations

The Receiving Party shall (a) use the Disclosing Party’s Confidential Information solely to perform its obligations or exercise its rights under this Agreement; (b) protect the Disclosing Party’s Confidential Information using at least the same degree of care it uses to protect its own confidential information of like importance, but in no event less than reasonable care; (c) limit access to Confidential Information to its employees, contractors and professional advisers who have a legitimate need to know and are bound by confidentiality obligations no less protective than those set out herein; and (d) not disclose Confidential Information to any third party without the Disclosing Party’s prior written consent.

9.3 Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate by contemporaneous, written records: (i) is or becomes publicly available through no breach of this Agreement; (ii) was rightfully known to the Receiving Party, without restriction, prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (iv) is rightfully obtained from a third party without restriction and without breach of any duty to the Disclosing Party.

9.4 Compelled Disclosure

The Receiving Party may disclose Confidential Information to the extent required by court order, subpoena or other governmental mandate, provided that (a) the Receiving Party gives the Disclosing Party prompt written notice (unless legally prohibited) to enable the Disclosing Party to seek a protective order; and (b) the Receiving Party discloses only that portion of Confidential Information reasonably required to comply with the mandate.

9.5 Return or Destruction

Upon the Disclosing Party's written request or upon termination or expiration of the Agreement, the Receiving Party shall promptly return or destroy all tangible embodiments of the Disclosing Party's Confidential Information in its possession or control, except that the Receiving Party may retain (i) copies required to comply with legal or regulatory obligations and (ii) archival copies stored in back-up systems that are not readily accessible, provided such copies remain subject to this Section 9.

9.6 Survival

The obligations in this Section 9 commence on the Effective Date and survive for five (5) years after termination or expiration of the Agreement; however, obligations with respect to trade secrets shall survive so long as such information remains a trade secret under Applicable Law.

9.7 Equitable Relief

Each party acknowledges that unauthorised disclosure or use of the other party's Confidential Information would cause irreparable harm for which monetary damages are an inadequate remedy. Accordingly, the Disclosing Party may seek injunctive or other equitable relief to prevent or curtail any actual or threatened breach of this Section 9, in addition to any other remedies available at law or in equity, without the necessity of posting bond or proving actual damages.

10 Data Protection, Privacy and Security

10.1 Roles of the Parties

(a) Controller / Processor Designation. For any Personal Data that Customer uploads to, or integrates through, the Services (“**Customer Personal Data**”), Customer acts as the “controller” (or equivalent term under Applicable Law) and IntelliPaaS acts as the “processor.” IntelliPaaS shall process Customer Personal Data solely on Customer's documented instructions, which consist of (i) this Agreement and any Order Form, and (ii) any additional written instructions that Customer issues and IntelliPaaS accepts in writing.

(b) Sub-processors. Customer hereby provides a general authorisation for IntelliPaaS to engage affiliated and third-party sub-processors, subject to (i) IntelliPaaS imposing written data-protection obligations no less protective than those set out herein, and (ii) IntelliPaaS remaining liable for each sub-processor's performance. IntelliPaaS will maintain an up-to-date list of sub-processors at a publicly accessible URL or other location disclosed to Customer and will provide Customer with ten (10) business days' advance notice of any new sub-processor.

(c) Cross-Border Transfers. Where Customer Personal Data is transferred outside its country of origin, IntelliPaaS will ensure such transfers are legitimised by an adequacy decision, binding corporate rules, approved certification mechanism, or EU Standard Contractual Clauses and UK Addendum (collectively, “**Transfer Mechanisms**”) as applicable.

10.2 Information-Security Programme and Certifications

IntelliPaaS maintains, and will continue to maintain, a written information-security programme aligned with ISO/IEC 27001 and SOC 2 Type II frameworks (or any successor standards) that

includes administrative, technical and physical safeguards designed to (i) ensure the confidentiality, integrity and availability of the Services and Customer Data, (ii) protect against anticipated threats or hazards, and (iii) protect against unauthorised or unlawful processing, destruction, loss, alteration or disclosure.

10.3 Technical and Organisational Measures (“TOMs”)

Without limiting Section 10.2, IntelliPaaS implements at least the following TOMs and will not materially diminish them during the Subscription Term:

(a) Encryption. TLS 1.2+ encryption for data in transit; AES-256 (or NIST-approved equivalent) encryption for data at rest.

(b) Access Controls. Role-based access, unique user IDs, multi-factor authentication, least-privilege enforcement, quarterly entitlement reviews and immediate revocation of access upon personnel separation.

(c) Network Security. Segmented VPCs, firewalls, intrusion-detection/prevention systems, continuous vulnerability scanning and third-party penetration testing at least annually.

(d) Change & Configuration Management. Documented SDLC with code reviews, separation of development and production environments, and automated CI/CD pipelines with signed artefacts.

(e) Security Monitoring & Logging. Centralised log collection, immutable storage, log retention for a minimum of twelve (12) months and real-time alerting on anomalous activities.

(f) Business Continuity & Disaster Recovery. Replicated data stores, encrypted backups at least daily, and recovery-time and recovery-point objectives that do not exceed four (4) hours.

(g) Personnel Security. Background screening of employees and contractors commensurate with job duties and mandatory annual security-awareness training.

10.4 Incident Response and Breach Notification

(a) IntelliPaaS maintains a documented incident-response plan that includes triage, containment, eradication, recovery and post-mortem processes.

(b) IntelliPaaS will notify Customer without undue delay **and in any event within seventy-two (72) hours** of confirming a Security Incident that has resulted in the accidental or unlawful

destruction, loss, alteration, unauthorised disclosure of or access to Customer Personal Data. The notice will describe: (i) the nature of the incident, (ii) the categories and approximate volume of data subjects and records concerned, (iii) likely consequences, and (iv) measures taken or proposed to address the incident.

(c) IntelliPaaS will promptly take all reasonable steps to mitigate the harmful effects of the Security Incident and will cooperate with Customer's reasonable requests for additional information and remediation, provided such cooperation does not compromise IntelliPaaS's own security or legal obligations.

10.5 Assistance with Data Subject Rights

To the extent Customer cannot independently fulfil a data-subject request to exercise rights under GDPR, CCPA/CPRA or other Applicable Law, IntelliPaaS will, taking into account the nature of the processing, provide reasonable assistance through appropriate technical or organisational measures. IntelliPaaS will notify Customer without undue delay if it receives a request directly from a data subject and will not respond except as instructed by Customer or as required by law.

10.6 Data Retention, Return and Deletion

(a) IntelliPaaS retains Customer Data for the Subscription Term and deletes production copies within thirty (30) days following termination or expiration, unless (i) Customer requests earlier deletion, or (ii) retention is required by law, regulation or valid legal process. Backup copies residing in secure archival systems are overwritten on the next scheduled cycle and will be permanently deleted within ninety (90) days thereafter.

(b) Prior to deletion, Customer may request and IntelliPaaS will provide a machine-readable export of Customer Data in a commonly used format at no additional charge, provided the request is received no later than fifteen (15) days after termination.

10.7 Sensitive-Data Restrictions

Unless expressly agreed in an Order Form and subject to any additional safeguards or certifications therein specified, Customer shall not use the Services to store or process: (i) protected health information regulated by HIPAA, HITECH or state health-privacy laws; (ii) payment-card data subject to PCI-DSS; (iii) special-category or sensitive personal data as defined under GDPR or equivalent laws (including racial or ethnic origin, political opinions,

religious beliefs, trade-union membership, genetic or biometric data, or data concerning a person's sex life or sexual orientation); (iv) precise geolocation data of children; or (v) any other data that would impose specific data-handling or localisation obligations on IntelliPaaS beyond those expressly stated in this Section 10. IntelliPaaS disclaims all liability for processing of such data in violation of this Section 10.7.

11 Service Levels and Support

11.1 Uptime Commitments

Deployment	Plan	Annual Uptime Commitment*
Cloud-hosted	Standard	98 %
	Growth	99 %
	Professional	99 %
	Enterprise / ELA	99.5 %
Self-hosted (core integration software only)	All plans	99.99 %
*Measured per contract year. "Uptime" excludes Scheduled Maintenance and other Excluded Minutes defined in §11.1(c).		

(a) Scheduled Maintenance. Up to 8 hours per calendar month, with at least 48 hours' prior e-mail notice.

(b) Service-credit trigger. If actual uptime falls below the commitment, Customer may claim a credit equal to 5 % of the annual subscription fee for each full 1 % shortfall (hosted) or 0.1 % shortfall (self-hosted), capped at 25 %.

(c) Claim window. Written claim to support@intellipaas.io within 30 days after the contract year ends; credit applied to the next invoice or refunded if no future invoices are due. Credits are the sole remedy for uptime breaches.

11.2 Support SLAs

Priority	Description	Standard Support(Business-hours coverage)	Premium Support (24 × 7 for Pro/Ent/ELA)*
P1	Critical outage (production down)	Response ≤ 4 h	Response ≤ 1 h
P2	Major degradation / key function unavailable	Response ≤ 8 h	Response ≤ 2 h
P3	Partial impact / workaround exists	Response ≤ 1 business day	Response ≤ 4 h
P4	Minor or cosmetic issue	Response ≤ 2 business days	Response ≤ 6 h

*Standard & Growth plans receive Premium Support during business hours; Professional, Enterprise and ELA receive 24 × 7 coverage when Premium Support is purchased (20 % uplift).

11.3 Support Entitlements by Plan

Plan	Included Support Hours	Phone Support	Premium Support Hours
Standard	Business hours	—	Business hours
Growth	Business hours	—	Business hours
Professional	Business hours	Business hours	24 h
Enterprise	Business hours	Business hours	24 h
ELA	Business hours	Business hours	24 h

11.4 Escalation Path & Resolution Goals

Unresolved tickets escalate automatically from Support Engineer → Duty Manager → Director of Support → CTO. Resolution/Work-around targets (commercially reasonable efforts): P1 ≤ 2 h after response (Premium) / 4 h (Standard); P2 ≤ 8 h (Premium) / 1 business day (Standard); P3 next scheduled release; P4 future roadmap.

11.5 Customer Support Duties

Customer must: (i) submit tickets via portal/e-mail with reproducible steps; (ii) provide logs, configurations and knowledgeable staff; (iii) install recommended patches and work-arounds promptly; and (iv) maintain reliable connectivity.

11.6 Modifications

IntelliPaaS may update service-level terms on 60 days' written notice, provided no change materially diminishes service during an active Subscription Term unless required by law or cloud-provider policy.

12 Intellectual Property and Feedback

12.1 Ownership of Services and Deliverables

(a) Platform and Services. All right, title and interest in and to the Platform, Services, Documentation, underlying software, APIs, connectors, user-interface designs, trademarks, and all improvements, enhancements and derivative works thereof (collectively, “**IntelliPaaS IP**”) are and shall remain solely the property of IntelliPaaS or its licensors. No rights are granted to Customer except the limited licence expressly set forth in Section 5.1.

(b) Professional-Services Deliverables. Unless an SOW expressly states otherwise, IntelliPaaS owns all intellectual-property rights in any work product, custom code, configurations, scripts, templates, documentation or other materials created or delivered in the course of providing Professional Services (“**Deliverables**”). Subject to full payment of all applicable fees, IntelliPaaS grants Customer a perpetual, worldwide, non-exclusive, non-transferable licence to use, reproduce and modify the Deliverables solely in connection with its authorised use of the Services for internal business purposes.

(c) Reservation of Rights. Except for the licences expressly granted in this Agreement, IntelliPaaS and its licensors reserve all rights, title and interest in and to IntelliPaaS IP, and no rights are granted to Customer by implication, estoppel or otherwise.

12.2 Customer-Data Ownership and Licence to IntelliPaaS

(a) Ownership. Customer retains all right, title and interest in and to Customer Data and Customer Personal Data. IntelliPaaS claims no ownership therein.

(b) Licence to Host and Process. Customer hereby grants IntelliPaaS and its authorised sub-processors a non-exclusive, worldwide, royalty-free licence to host, copy, use, process, transmit and display Customer Data solely as necessary to provide, support and improve the Services and to perform IntelliPaaS’s obligations under this Agreement.

(c) Aggregated and De-identified Data. IntelliPaaS may generate and use aggregated, anonymised, or de-identified data derived from the operation of the Services (“**Aggregated Data**”) for lawful business purposes, including product development and analytics, provided such Aggregated Data does not identify Customer or any data subject and does not include any Customer Personal Data in identifiable form.

12.3 Feedback Licence

Customer may, at its option, provide IntelliPaaS with comments, suggestions, enhancement requests, corrections or other feedback relating to the Platform or Services (“**Feedback**”). Customer agrees that Feedback is not Confidential Information and grants IntelliPaaS a perpetual, irrevocable, worldwide, royalty-free licence to use and incorporate Feedback into IntelliPaaS products and services without any obligation or compensation to Customer.

13 Warranties and Disclaimers

13.1 Limited Performance Warranty – Services

IntelliPaaS warrants to Customer that, during the applicable Subscription Term, the Platform will perform in all material respects in accordance with the then-current Documentation. If the Platform fails to conform to this warranty and Customer notifies IntelliPaaS in writing within thirty (30) days of discovery, IntelliPaaS will, at its sole option and expense, (a) repair or replace the non-conforming functionality, or (b) terminate the affected subscription and refund any prepaid, unused fees for the remainder of the Subscription Term. The foregoing states Customer’s sole and exclusive remedy, and IntelliPaaS’s entire liability, for any breach of this Section 13.1.

13.2 Limited Performance Warranty – Professional Services

IntelliPaaS warrants that any Professional Services will be performed in a competent and workmanlike manner consistent with generally accepted industry standards. Customer must notify IntelliPaaS of any warranty claim within thirty (30) days after the Professional Services are performed. IntelliPaaS's sole obligation and Customer's exclusive remedy will be for IntelliPaaS to re-perform the non-conforming Professional Services, or if IntelliPaaS is unable to do so after commercially reasonable efforts, to refund the fees paid for the non-conforming portion of the Professional Services.

13.3 Legal-Compliance Warranty

Each party represents and warrants that it will comply with all Applicable Law (including export-control, economic-sanctions, anti-bribery and data-protection laws) in connection with its performance under this Agreement.

13.4 Exclusions

(a) The warranties in Sections 13.1 and 13.2 do **not** apply to: (i) Evaluation Services, beta features, or any Services provided free of charge; (ii) defects or non-conformities caused by Customer's misuse, unauthorised modifications, or use of the Services in combination with software, hardware or data not supplied or approved by IntelliPaaS; (iii) failures arising from the Customer Environment or from third-party systems or networks outside IntelliPaaS's control; or (iv) issues remediated by installation of updates, patches or upgrades made available without additional charge.

(b) The uptime commitments and service credits in Section 11 are independent of, and constitute the exclusive remedy for, any availability or performance shortfall.

13.5 Disclaimer of Implied Warranties

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 13, THE SERVICES, DELIVERABLES AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE." INTELLIPAAS, ITS AFFILIATES AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, SATISFACTORY QUALITY AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. INTELLIPAAS DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, SECURE, UNINTERRUPTED OR THAT ALL DEFECTS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED FOR HIGH-RISK ACTIVITIES WHERE FAILURE COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE ENVIRONMENTAL DAMAGE.

14 Indemnities

14.1 Vendor Intellectual-Property Indemnity

(a) Scope. IntelliPaaS shall defend Customer, its Affiliates, and their respective officers, directors and employees (“**Customer Indemnitees**”) against any third-party claim, suit or proceeding (“**Claim**”) alleging that the Platform or Deliverables, as provided by IntelliPaaS and used by Customer in accordance with this Agreement, directly infringe a patent, copyright, trademark or misappropriate a trade secret of such third party. IntelliPaaS will indemnify Customer Indemnitees from all damages, costs and attorneys’ fees finally awarded by a court of competent jurisdiction or agreed to in settlement.

(b) Exclusions. IntelliPaaS has no liability for a Claim to the extent it arises from (i) Customer Data or materials supplied by Customer or a third party, (ii) combination of the Services with software, data or processes not supplied by IntelliPaaS, (iii) Customer’s modification of the Services, (iv) use of an out-of-date version of the Services after IntelliPaaS makes a non-infringing update available, or (v) Customer’s use of the Services in breach of this Agreement.

(c) Remedial Measures. If a Claim is made or, in IntelliPaaS’s opinion, likely to be made, IntelliPaaS may, at its expense and option: (i) procure for Customer the right to continue using the affected Services; (ii) replace or modify the Services so they are non-infringing and substantially equivalent in function; or (iii) if options (i) and (ii) are not commercially reasonable, terminate the affected subscription and refund to Customer any prepaid, unused fees for the remaining Subscription Term. This Section 14.1 states Customer’s exclusive remedy and IntelliPaaS’s entire liability for any IP infringement Claim.

14.2 Customer Indemnity

Customer shall defend IntelliPaaS, its Affiliates, and their respective officers, directors and employees (“**IntelliPaaS Indemnitees**”) against any Claim arising out of or relating to: (a) Customer Data, including any allegation that Customer Data infringes or violates a third-party right or Applicable Law; (b) Customer’s use of the Services in violation of Sections 5 (Licence Grant & Restrictions) or 6 (Customer Obligations & Acceptable Use), including export-control or sanctions breaches; or (c) Customer’s combination of the Services with software, data or processes not supplied by IntelliPaaS. Customer shall indemnify IntelliPaaS Indemnitees from all damages, costs and attorneys’ fees finally awarded by a court of competent jurisdiction or agreed to in settlement.

14.3 Indemnification Procedure

- (a) The party seeking indemnification (“**Indemnified Party**”) must give the other party (“**Indemnifying Party**”) prompt written notice of the Claim (failure to give timely notice relieves the Indemnifying Party of its obligations only to the extent prejudiced).
- (b) The Indemnifying Party has sole control of the defence and settlement of the Claim, provided any settlement (i) fully releases the Indemnified Party without admission of liability, or (ii) is approved in writing by the Indemnified Party (such approval not to be unreasonably withheld).
- (c) The Indemnified Party must provide reasonable cooperation and, at the Indemnifying Party’s expense, assistance in the defence. The Indemnified Party may participate with its own counsel at its own expense.
- (d) The Indemnifying Party will not be liable for any settlement or compromise made without its prior written consent.

15 Limitation of Liability

15.1 Exclusion of Indirect and Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND

(INCLUDING LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, DATA OR USE, OR COSTS OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE).

15.2 Aggregate Liability Cap

EXCEPT FOR THE LIABILITIES LISTED IN SECTION 15.3, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO **THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO INTELLIPAAS UNDER THE ORDER FORM(S) GIVING RISE TO THE CLAIM DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST CAUSING LIABILITY.**

15.3 Carve-Outs from the Cap

The limitations set forth in Section 15.1 and Section 15.2 **do not apply** to:

- (a) either party's indemnification obligations under Section 14;
- (b) Customer's payment obligations for Fees due under Section 7;
- (c) a party's breach of its confidentiality obligations under Section 9 (but excluding liability for indirect or consequential damages, which remains excluded);
- (d) a party's gross negligence, wilful misconduct, or fraud; and
- (e) liability that cannot be limited or excluded under Applicable Law.

15.4 Independent Allocations of Risk

The parties agree that the provisions of this Section 15 are an essential basis of the bargain, reflect an informed allocation of the risks (including the risk of contractual non-performance) between the parties, and that the Fees charged are based in part on these limitations. Each

limitation shall apply notwithstanding the failure of the essential purpose of any limited remedy stated herein.

16 Term, Renewal, Suspension and Termination

16.1 Subscription Term

Each Order Form specifies an initial subscription period (“**Initial Term**”) commencing on the Subscription Start Date stated therein. Unless the Order Form expressly states otherwise, the Initial Term is **twelve (12) months**.

16.2 Automatic Renewal and Non-Renewal Notice

Upon expiry of the Initial Term, the subscription automatically renews for successive twelve-month periods (“**Renewal Term**”) **unless either party delivers written notice of non-renewal at least ninety (90) days before the then-current term ends**. If Customer fails to provide timely notice, Customer is committed to the Renewal Term and the related fees become due and payable on the first day of the Renewal Term in accordance with Section 7.

16.3 Termination for Cause

Either party may terminate this Agreement or an individual Order Form with immediate effect by written notice if the other party:

(a) materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice (ten (10) days for non-payment); or

(b) becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver, administrator or similar officer appointed over its assets.

16.4 Suspension for Breach or Security Risk

IntelliPaaS may suspend the Services in accordance with Section 8 (Right of Suspension) for Customer's material breach (including payment default) or if continued use poses a security, legal or operational risk.

16.5 Termination for Convenience by IntelliPaaS

IntelliPaaS may terminate any Evaluation Services at any time upon five (5) days' written notice. IntelliPaaS has no other right of convenience termination.

16.6 Effect of Termination or Expiry

(a) All licences and access rights terminate immediately; Customer shall cease all use of the Services.

(b) All undisputed amounts owed by Customer become immediately due and payable.

(c) Within **thirty (30) days** after the effective termination date, Customer may request a machine-readable export of Customer Data; IntelliPaaS will provide one export at no additional charge. After this window, IntelliPaaS will permanently delete Customer Data in accordance with Section 10.6.

16.7 Survival

Sections 1.4, 3, 5.7, 6.7, 7 (as to unpaid fees), 9, 10.6-10.7, 12, 13, 14, 15, 16.6-16.7 and 21-22 survive termination or expiration of this Agreement.

17 Force Majeure

17.1 Definition

“**Force Majeure Event**” means an event or circumstance beyond the reasonable control of the affected party, including (a) acts of God, flood, earthquake, storm or other natural disaster; (b) epidemics, pandemics or public-health emergencies and related government measures; (c) war, invasion, hostilities, terrorist acts, civil unrest or riots; (d) government action, embargoes, sanctions, blockades or orders of any court or regulatory body; (e) labour disturbances, strikes or lockouts (excluding those involving the affected party’s own workforce); (f) failure or interruption of utilities, power, communications or transport; (g) unavailability of the public Internet, cloud-infrastructure outages or denial-of-service attacks not caused by the affected party; and (h) any other event that, by its nature, could not reasonably have been foreseen or, if foreseen, was unavoidable despite reasonable precautions.

17.2 Suspension of Obligations

Except for payment obligations, neither party shall be liable for, nor be deemed to have breached this Agreement as a result of, any delay in performance or non-performance of its obligations caused by a Force Majeure Event, provided the affected party (a) promptly notifies the other party in writing describing the circumstances, (b) uses commercially reasonable efforts to mitigate the impact and resume performance, and (c) keeps the other party reasonably informed of progress.

17.3 Extended Force Majeure

If a Force Majeure Event continues for more than **thirty (30) consecutive days** and materially prevents performance of a material obligation under this Agreement, either party may terminate the affected Order Form(s) upon written notice, without liability, except that Customer shall pay (i) all fees accrued prior to the effective date of termination and (ii) any committed fees for Professional Services already performed.

17.4 Payment Obligations Unaffected

Customer's obligation to pay undisputed fees when due is excused only to the extent the Force Majeure Event directly prevents the transmission of funds; in such case payment shall be made within five (5) business days after the impediment is removed.

17.5 Right of Suspension for Security or Legal Compliance

Nothing in this Section limits IntelliPaaS's right to suspend Services under Section 8 if a Force Majeure Event threatens the security or integrity of the Platform or requires suspension to comply with Applicable Law.

18 Assignment and Change of Control

18.1 No Assignment Without Consent

Except as expressly permitted in this Section 18, neither party may assign, delegate, novate or otherwise transfer (collectively, "**Assign**") this Agreement, any Order Form or SOW, or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempted Assignment in violation of this Section 18 is void.

18.2 Permitted Assignments

(a) Affiliate Assignment. Either party may Assign this Agreement, in whole but not in part, to one of its Affiliates **provided** that (i) such Affiliate is not a direct competitor of the non-assigning party; (ii) the assigning party gives at least thirty (30) days' prior written notice; and (iii) the Affiliate agrees in writing to be bound by all terms of this Agreement and the assigning party remains jointly and severally liable for performance.

(b) Corporate Reorganisation. Either party may Assign this Agreement in connection with a merger, consolidation, reorganisation, or sale of all or substantially all of its voting securities or assets ("**Change of Control**"), **provided** the successor entity is not a direct competitor of the

non-assigning party and agrees in writing to assume all obligations under this Agreement. Notice of such Assignment must be given within thirty (30) days after the closing of the transaction.

18.3 Competitor Acquisition of Customer

If Customer undergoes a Change of Control whereby the surviving entity is a direct competitor of IntelliPaaS, IntelliPaaS may, at its sole option, (i) continue the Agreement, (ii) require the parties to negotiate commercially reasonable protective amendments, or (iii) terminate all active Order Forms upon ninety (90) days' written notice. Upon termination under this Section 18.3, IntelliPaaS will refund any prepaid, unused fees covering the post-termination portion of the Subscription Term.

18.4 Free Assignment by IntelliPaaS

Notwithstanding Section 18.1, IntelliPaaS may freely Assign this Agreement to an Affiliate or in connection with any merger, acquisition, corporate reorganisation or sale of all or substantially all of its assets or voting securities. IntelliPaaS will provide written notice to Customer within thirty (30) days after the Assignment becomes effective.

18.5 Effect of Assignment

This Agreement shall be binding upon and inure to the benefit of the parties, their permitted successors and assigns. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

18.6 Change-of-Control Definition

For clarity, "Change of Control" includes (a) a direct or indirect acquisition of more than fifty per cent (50 %) of a party's voting securities, or (b) a sale or other transfer of all or substantially all of a party's assets.

19 Publicity and Reference Use

19.1 Mutual Identification Rights

Unless Customer notifies IntelliPaaS in writing at any time to the contrary, IntelliPaaS may list Customer's name and standard corporate logo (collectively, "**Marks**") on IntelliPaaS's website, marketing presentations and customer lists solely to identify Customer as a user of the Platform. Such use shall conform to Customer's published brand-usage guidelines provided in advance and shall not imply Customer's endorsement of any product or service.

19.2 Press Releases and Case Studies

(a) Press Release. Either party may issue a press release announcing the business relationship, subject to the other party's prior written approval, not to be unreasonably withheld or delayed.

(b) Case Study. After six (6) months of production use, and provided the Platform delivers measurable value, Customer will reasonably consider participating in a written or video case study; any quotes, metrics or statements attributed to Customer require Customer's written approval prior to publication.

19.3 Reference Calls and Prospects

Customer agrees to serve as a non-exclusive sales reference for prospective IntelliPaaS customers up to three (3) times per calendar year, subject to mutual scheduling and reasonable advance notice. Reference calls shall not disclose Confidential Information or competitively sensitive data.

19.4 No Endorsements Implied

Except as expressly permitted in this Section 19, neither party shall use the other party's Marks, trade names or any quotes in advertising, press releases, testimonials, social-media posts or other publicity without the prior written consent of the other party. All goodwill arising from use of a party's Marks inures solely to that party.

19.5 Right to Withdraw Consent

Either party may revoke the permissions granted in Section 19.1 or 19.2 upon thirty (30) days' written notice if the continued association could reasonably be expected to harm that party's reputation, violate Applicable Law, or conflict with an impending merger, acquisition or re-branding. Upon such notice, the other party shall cease the specified use as soon as commercially practicable, and in no event later than forty-five (45) days.

19.6 Non-Disparagement

During the Term and for one (1) year thereafter, neither party shall issue or publish any public statement that materially disparages or deprecates the business reputation, products or services of the other party, provided that truthful statements compelled by law or court order are exempt.

20 Notices

20.1 Permitted Methods

All notices required or permitted under this Agreement (“**Notices**”) must be in English and delivered by one of the following methods: (a) hand-delivery by reputable commercial courier service with signature required; (b) registered or certified mail, return-receipt requested, postage prepaid; or (c) e-mail, but only if transmitted to the designated legal-notice address and the sender retains a system-generated confirmation of successful transmission without automated rejection. Routine operational communications (e.g., support tickets, billing correspondence) may be sent by ordinary e-mail or via the customer portal and are not “Notices” for purposes of this Section 20.

20.2 Addresses for Notice

To IntelliPaaS

IntelliPaaS Inc.

Attn: Legal Department

1007 N Orange St, 4th Floor, Ste. 1382

Wilmington, DE 19801, USA

E-mail: legal@intellipaas.io

To Customer

The postal address and legal-notice e-mail specified in the most recent Order Form. Customer may update its notice details by Notice to IntelliPaaS.

20.3 Deemed-Received Rules

A Notice is deemed received: (a) if delivered by courier, on the date shown on the courier's proof of delivery; (b) if mailed, five (5) business days after the postmark date; or (c) if sent by e-mail, the earlier of (i) one (1) business day after transmission if no delivery-failure message is received, or (ii) when the recipient's authorised representative expressly acknowledges receipt by reply e-mail. "Business day" means any day other than a Saturday, Sunday or public holiday in the recipient's primary place of business.

20.4 Effectiveness of Notices

Notices are effective only upon receipt (or deemed receipt under Section 20.3) and only if they comply with this Section 20. Notices given in a manner not expressly permitted herein are of no legal effect.

20.5 Escalation Contacts

For clarity, security-incident notices must also be copied to security@intellipaas.io, and privacy-related notices to privacy@intellipaas.io; however, such copies do not by themselves constitute valid Notice unless sent in accordance with Sections 20.1–20.3.

21 Governing Law and Dispute Resolution

21.1 Governing Law

This Agreement, and any dispute, claim or controversy arising out of or relating to it (collectively, "**Dispute**"), shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict-of-laws rules. The United Nations

Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply.

21.2 Exclusive Jurisdiction and Venue

The parties irrevocably submit to the exclusive jurisdiction of (a) the state courts of New Castle County, Delaware and (b) the United States District Court for the District of Delaware for the adjudication of any Dispute that the parties do not resolve by mutual agreement. Each party waives any objection based on forum non conveniens or any argument that such courts lack personal jurisdiction.

21.3 Good-Faith Mediation (Optional)

Before commencing litigation—except for applications for temporary or emergency relief under Section 21.4—either party may elect to submit the Dispute to non-binding mediation administered by JAMS (or another mutually agreed provider) in Wilmington, Delaware, or by remote video conference. Mediation shall commence within thirty (30) days after a written request and shall not exceed one (1) session of eight (8) hours unless the parties agree to extend. Participation in mediation is a condition precedent to initiating court proceedings only if elected by a party; failure to mediate within the timeframe does not bar litigation.

21.4 Injunctive and Equitable Relief

Notwithstanding Section 21.3, either party may seek temporary, preliminary or permanent injunctive relief or other equitable remedy in any court of competent jurisdiction to protect its Confidential Information or intellectual-property rights, without first engaging in mediation.

21.5 Attorneys' Fees and Costs

The prevailing party in any litigation or mediation arising under this Agreement is entitled to recover its reasonable attorneys' fees, expert-witness fees and costs from the non-prevailing party.

21.6 Waiver of Jury Trial

EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT.

22 Miscellaneous

22.1 Entire Agreement

This Agreement, together with all Order Forms and SOWs, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, representations and communications, written or oral. Each party acknowledges that it has not relied on any statement or representation not expressly set forth herein.

22.2 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the provision will be deemed modified to the minimum extent necessary to make it enforceable while preserving, to the maximum extent possible, the original intent.

22.3 Waiver

No failure or delay by either party in exercising any right or remedy under this Agreement constitutes a waiver unless expressly stated in a writing signed by the waiving party. A waiver on one occasion is not a waiver of any subsequent breach or default.

22.4 Amendment

This Agreement may be amended or modified only by a written instrument that (a) expressly references this Section 22.4 and the specific provision(s) to be amended, and (b) is signed (wet-ink, electronic or click-acceptance) by authorised representatives of both parties.

22.5 Counterparts and Electronic Signature

This Agreement and any Order Form or SOW may be executed in any number of counterparts, each of which is deemed an original and all of which together constitute one instrument. Delivery of an executed counterpart, or acceptance via a recognised electronic-signature platform or click-wrap process, is as effective as delivery of a manually signed original.

22.6 Headings and Interpretation

Section headings are for convenience only and do not affect interpretation. The terms “including,” “include” and “includes” mean “including without limitation.” References to “days” mean calendar days unless stated otherwise. The parties agree that any rule of construction that ambiguities are resolved against the drafting party does not apply.

22.7 No Third-Party Beneficiaries

Except as expressly provided in Section 14 (Indemnities), this Agreement is for the sole benefit of the parties and their permitted successors and assigns, and nothing herein confers any legal or equitable right, benefit or remedy upon any other person or entity.

22.8 Further Assurances

Each party shall, at its own expense, execute and deliver such additional documents and take such further actions as are reasonably necessary to give full effect to this Agreement and the transactions contemplated hereby.

22.9 Relationship of the Parties

The parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, agency, fiduciary or employment relationship between the parties.

22.10 Governing Language

This Agreement is drafted in English and the English version governs. Any translations are for convenience only and have no legal effect.