Cloud Service and Subscription Agreement

This translation is provided for convenience; the Turkish text prevails.

1. Parties

This agreement (the "**Agreement**") is between:

- **İyibir Yazılım ve Teknoloji San. Tic. Ltd. Şti.** ("**iyibir**"); address 23 Nisan Mahallesi Atabulvarı Guzell Tower İş Merkezi No:2, 16230 Nilüfer / Bursa, Türkiye; MERSIS 0211110454100001; tax number 2111104541, tax office Nilüfer; KEP/UETS address 25888-88785-45978; e-mail destek@iyibiryazilim.com.tr.
- the **company** whose legal name and tax number are registered in the iyibir Cloud panel (the "**Customer**").

The Agreement is accepted on the Customer's behalf by the Customer's **authorised person** when starting a trial or subscription in the panel. The person accepting declares that they are authorised to bind the Customer to this Agreement.

2. Definitions

- **Service:** accounts, the iyibir Cloud panel, the Cloud Products, iyibir Assistant and the PaaS Agent.
- **Cloud Product:** an iyibir product opened by trial or subscription in the panel (today iyibir Copilot, iyibir Mind, iyibir WMS and, where offered, iyibir Workforce).
- **Plan:** a package for a Cloud Product shown in the panel or a quotation; it sets the term fee, the monthly usage allowance (for example a number of questions) and, where applicable, the number of users.
- **Order:** the subscription, plan, term and price the Customer sends to iyibir from the panel or by accepting a quotation, as confirmed by iyibir.
- **Customer Data:** data the Customer and its users upload to the Service, data read through the Service from the Logo ERP or payroll database, and data produced in the Cloud Products (conversations, boards, documents, write records).
- **PaaS Agent:** the connector software the Customer installs on its own server, which reads the Logo database and forwards approved writes to the Logo REST service.
- **User:** a natural person the Customer invites or gives access to from the panel.

3. Subject and documents

1. iyibir provides the Service to the Customer under this Agreement, the Order and the Data Processing Agreement. Users also follow the Terms of Use.
2. If the documents conflict, the order of precedence is: terms of a quotation or order separately negotiated and accepted in writing with the Customer, the Data Processing Agreement (as to personal data), this Agreement, the Terms of Use.
3. The Service is provided only for commercial or professional activity. The Customer declares that it acts for that purpose; the pre-contractual information and withdrawal rules of consumer law therefore do not apply.

4. How the Service works

1. **Connection.** The Cloud Products reach the Customer's Logo data through the PaaS Agent installed on the Customer's server. The agent connects outwards; no inbound port is opened in the Customer's

network. The Logo database and Logo REST details stay only on the Customer's server, in the agent's encrypted store.

2. **Reading.** Every read is a single SELECT statement run with a read-only database user; the agent refuses to work with a user that has write permission. Which data is read is decided by the Cloud Product's query catalogue and the user's question.
3. **Writing.** Writing to Logo happens only for a document a User has previewed and approved in the product, by sending the approved body stored on the server to Logo's own REST service. The agent sends no delete requests. The same approval is never executed twice; a write whose outcome is uncertain is not blindly retried but checked by reading back. An operation Logo REST refuses is not written and the reason is shown to the User.
4. **Permissions inside a product.** Who can do what inside a Cloud Product (read, propose a write, approve) is decided by the product's own roles, which the Customer manages.
5. **Artificial intelligence.** The Cloud Products use language models. Model output may be wrong, incomplete or outdated, and is not financial, legal, tax or investment advice. **The Customer is responsible for decisions it takes based on model output and for the commercial consequences of the writes it approves.** iyibir does not use Customer Data to train artificial intelligence models. Requests to the language model provider (OpenAI) are sent with storage switched off; the request and answer are not stored at OpenAI (except OpenAI's abuse-monitoring logs, kept for at most 30 days) and are processed only at the time of the request. As this processing takes place in the USA, data leaves Türkiye to be processed; this transfer is made under Section 8 of the Data Processing Agreement.

5. Customer obligations

The Customer:

1. provides, secures and backs up the server on which the PaaS Agent runs, the Logo ERP licence and installation, the Logo REST service and the read-only database user. These components are the Customer's responsibility; iyibir does not install or manage them.
2. keeps the PaaS Agent at the current version shown in the panel and accepts that the Service may not work with unsupported versions.
3. connects to the Service only data it owns or is entitled to process, and meets its obligations as data controller for personal data in Customer Data (notice, legal basis, explicit consent where required).
4. manages its Users in the panel, closes the access of people who leave and ensures Users follow the Terms of Use.
5. checks every approved document (firm, account, amount, stock, date) before it is written to Logo.
6. keeps its billing details (legal name, tax office and number, billing address and e-mail) accurate and current in the panel.

6. Trial

1. The Customer may start a free trial **once** for each Cloud Product that offers one. The trial period is shown in the panel; today it is **14 days**. A trial needs no credit card or payment details.
2. The monthly usage allowance shown in the panel applies during the trial. Top-up packs can be bought only on a paid subscription.
3. **A trial ends by itself when its period is over and does not turn into a paid subscription.** No fee is charged and nothing needs to be cancelled.
4. iyibir may restart a trial from today for a campaign or support reason; data is kept in that case. A trial cannot be restarted once deletion of the data has started.
5. **The Service is provided "as is" during a trial.** There is no service level commitment or service credit

during a trial, and iyibir may stop a trial with notice. During a trial iyibir is liable only for intent and gross negligence.

6. After a trial ends, Customer Data is retained and deleted under Section 11.

7. Subscription, term and renewal

1. The Customer requests a subscription by choosing a Plan and billing period (monthly or yearly) in the panel or by quotation. The subscription starts when iyibir confirms the Order; start and end dates are shown on the "Subscriptions" page of the panel.
2. For Cloud Products sold per user (today iyibir WMS) the Plan includes a number of users; the number of people given access cannot exceed it. The authorised person grants and removes access in the panel.
3. iyibir sends the Customer a renewal reminder in the panel and by e-mail before the end of a term.
4. **Unless either party gives notice of non-renewal in the panel or in writing at least 30 days before the end of the term, a paid subscription renews automatically at the end of the term for another term with the same Plan, billing frequency and terms.** A price change applies to the renewed term only if iyibir notified the Customer of it in writing before the non-renewal notice period began; otherwise the previous term's price applies.
5. Requests to change Plan are sent from the panel or by support request and applied as a new Order confirmed by iyibir.

8. Fees, invoicing and payment

1. Fees are the Plan prices shown in the Order and the panel. List prices may be in US dollars (USD); prices exclude VAT and other taxes.
2. **Invoices are issued in Turkish lira (TRY).** Foreign-currency amounts are converted to TRY at the Central Bank of the Republic of Türkiye (TCMB) foreign exchange selling rate in force on the invoice date; if no rate is published for that day, the latest published rate applies. VAT is calculated on the TRY amount. The rate and its date are shown on the invoice.
3. With monthly billing each month is invoiced in advance; with yearly billing the term fee is invoiced in advance. Top-up packs are added to the invoice of the month they are bought.
4. **Invoices are due 15 days after the invoice date.** Invoices are on the "Invoices" page of the panel and are sent to the billing e-mail address.
5. If the Customer disputes an invoice, it notifies iyibir in writing with reasons before the due date; the undisputed part is paid when due.
6. Late payments bear statutory default interest.

9. Usage allowance and limits

1. Each Plan has a monthly usage allowance (for example a number of questions); it renews on the 1st of each month and unused allowance does not carry over.
2. At 80% of the allowance a warning is shown inside the product. When the allowance is used up the Cloud Product takes no new questions until the end of the month; data stays where it is and access returns on the 1st.
3. On a paid subscription the authorised person may buy a top-up pack in the panel, valid until the end of the month. The pack is added at once, ends at month end and does not carry over.
4. An answer that could not be delivered because of a fault on iyibir's side or its infrastructure provider's is not deducted from the allowance and is not charged; an answer cut short counts only for the part produced.
5. Usage is shown inside the product.

10. Late payment and suspension

1. iyibir sends reminders for an unpaid invoice **3 days** and **14 days** after the due date.
2. **If an invoice is still unpaid 30 days after its due date and at least 16 days have passed since the second reminder, the Customer's access to its paid Cloud Products is suspended.** Trials are never suspended.
3. **Customer Data is not deleted during suspension.** Access returns by itself when payment reaches iyibir.
4. iyibir may lift a suspension for a set period, stating the reason.
5. If payment is not made within 60 days of the start of suspension, iyibir may terminate the Agreement under Section 13.3.

11. Customer Data, retention and deletion

1. Customer Data belongs to the Customer. iyibir processes it only to provide the Service and under the Data Processing Agreement.
2. The Customer's core business data stays in its own Logo database; the Cloud Products do not keep a copy of that database. Only data produced by the Service (conversations, boards, uploaded documents, write proposals and results) is stored in the products.
3. **When access to a Cloud Product ends (the trial ends, the subscription is not renewed or the Agreement is terminated), the Customer Data of that product is kept for 30 days.** If the Customer subscribes during that period it continues where it left off. The retention period and days left are shown in the panel.
4. Within those 30 days the Customer may export its data; if it asks in writing, iyibir delivers the Customer Data held by the product in a commonly used, machine-readable format.
5. **At the end of the 30 days deletion of the Customer Data starts and is completed, backups included, at the latest 90 days after the day access ended. Deleted data cannot be recovered.**
6. Records iyibir must keep by law (invoices, contracts, acceptance and security records) are outside this deletion and are kept for the statutory period.

12. Service levels and support

1. For paid Cloud Products iyibir **targets 99.5% availability** per calendar month. This is a target, not a guarantee; falling below it gives rise to no service credit or compensation, cases of intent and gross negligence being reserved. Planned maintenance, problems in the Customer's server, network, Logo installation, Logo REST service or PaaS Agent, force majeure and trials under Section 6 are excluded.
2. Planned maintenance is announced in the panel at least **48 hours in advance** and carried out outside business hours where possible. Urgent security updates may be applied without prior notice.
3. Support requests are opened in the panel; iyibir handles them in business hours, in order of severity.

13. Term and termination

1. The Agreement takes effect when the authorised person accepts it and lasts while the Customer has a live trial or subscription.
2. **To end a subscription at the end of its term, either party gives notice of non-renewal at least 30 days before the end of the term** under Section 7.4. Termination by the Customer during a term gives no right to a refund, except in the cases in Sections 13.4, 16 and 21.
3. If a party materially breaches this Agreement and does not remedy the breach within **30 days** of

written notice, the other party may terminate the Agreement by written notice. In cases of serious misuse contrary to the Terms of Use or of a security threat, iyibir may restrict access immediately.

4. If the Customer terminates because of iyibir's material breach, iyibir refunds the prepaid fees for the unused part of the term pro rata.
5. Termination or expiry does not cancel payment obligations already due; Customer Data is retained and deleted under Section 11.

14. Confidentiality

Each party uses information learned under this Agreement that the other marks as confidential, or that is confidential by nature, only for the purpose of this Agreement and does not disclose it to third parties. This does not apply to disclosure required by law, public information or independently developed information. The obligation lasts **3 years** after the Agreement ends, and indefinitely for Customer Data.

15. Intellectual property

All rights in the Service, the PaaS Agent, query catalogues, interfaces and documentation belong to iyibir or its licensors. The Customer is given the right to use the Service for its own internal business during the Agreement; this right cannot be transferred or sublicensed. The PaaS Agent is licensed only for use with the Service. All rights in Customer Data remain with the Customer.

16. Sub-processors and changes

1. The sub-processors iyibir uses to process Customer Data are listed in the Data Processing Agreement. A new sub-processor is announced in the panel and by e-mail at least **30 days in advance**.
2. If the Customer objects to a new sub-processor on reasonable grounds and the parties find no solution, the Customer may terminate the subscription of the Cloud Product concerned before the effective date; iyibir refunds the prepaid fees for the unused part of the term pro rata.

17. Liability

1. **The liability of either party for intent and gross negligence is never limited** (Turkish Code of Obligations No. 6098, Art. 115).
2. Otherwise, iyibir's total liability arising from this Agreement or the Service is **limited to the fees the Customer paid iyibir for the Cloud Product concerned in the 12 months before the first event causing the damage.**
3. Neither party is liable for loss of profit, loss of revenue, loss of reputation, business interruption or other indirect damage.
4. The Customer's payment obligations and each party's liability for infringement of intellectual property are not subject to the cap in Section 17.2.
5. These limits do not remove liabilities that data protection law imposes on the parties as mandatory rules.

Subject to Section 17.1, iyibir is not liable for:

- decisions taken in reliance on answers produced by a language model;
- the commercial, accounting and tax consequences of writing to Logo a document approved by a User; this exclusion does not apply if iyibir sends a body different from the one approved;
- faults in the Customer's server, network, Logo installation, Logo REST service, database backups or the environment in which the PaaS Agent runs;
- damage arising from the Customer or its Users failing to protect their account details.

18. Force majeure

While natural disasters, epidemics, war, terrorism, general strikes, decisions of competent authorities, widespread outages of energy or internet infrastructure and similar events beyond a party's reasonable control continue, the parties are not liable for the obligations affected. If force majeure lasts more than 60 days, either party may terminate the Agreement by written notice.

19. Notices

The parties send notices under the Agreement through the panel and to their registered e-mail addresses. Notices of termination and default may also be sent by KEP or through a notary. The Customer updates changes of address and e-mail in the panel; notice sent to an address not updated is valid.

20. Record of acceptance and evidence

The Agreement is concluded when the authorised person reads the text on screen and accepts it on behalf of the company. iyibir records the acceptance electronically: the document and its **version**, the **content fingerprint** of the accepted text, the **person** and **company** accepting, the **time** and the **IP address**. Under Article 193 of the Turkish Code of Civil Procedure No. 6100 the parties agree that these records and iyibir's electronic records of the Service may be used as evidence in disputes; the right to bring counter-evidence is reserved.

21. Changes

1. iyibir may publish a new version of this Agreement. A new version is announced in the panel and to the authorised person's e-mail address **at least 30 days** before it takes effect, with a summary of what changed.
2. At the authorised person's first sign-in after the effective date, acceptance of the new version on behalf of the company is requested. **A new version takes effect for the Customer only when accepted.**
3. If the Customer does not want to accept the new version, it may terminate the Agreement by written notice before the effective date; iyibir then refunds the prepaid fees for the unused part of the term pro rata. If the new version is neither accepted nor the Agreement terminated, the Service cannot be used until acceptance; this time does not extend the paid term.
4. Changes required by a change in law, a decision of a competent authority or an urgent security need may take effect sooner, with the reason stated.
5. Plan prices and contents are not part of this Agreement; changes to them apply from the next term under Section 7.4.

22. Miscellaneous

1. The Customer may not assign its rights and obligations under this Agreement without iyibir's written consent. iyibir may assign the Agreement to the company taking over in a merger, demerger or transfer of business, and notifies the Customer.
2. If a provision of the Agreement is invalid, the other provisions are not affected.
3. Not exercising a right does not waive it.

23. Governing law and jurisdiction

This Agreement is governed by Turkish law. Subject to the mandatory mediation rules of Article 5/A of the Turkish Commercial Code No. 6102, the **Courts and Enforcement Offices of Bursa (Central)** have jurisdiction over disputes.

24. Language

The Turkish text of this Agreement is binding. The English translation is provided for convenience; in case of conflict the Turkish text prevails.