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, in the registration form or in the panel, by the Customer's **authorised person**. 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 to the Customer once it accepts this Agreement and the Data Processing Agreement (today iyibir Copilot, iyibir Mind, iyibir WMS and, where offered, iyibir Workforce).
- **Credit:** the unit of use of the Cloud Products. How many credits a job costs is shown inside the product and in the panel.
- **Wallet:** the account holding the Customer's credits, one per company. The Customer's Users and Workforce digital employees spend from it.
- **Credit pack:** credits bought once from the panel.
- **Monthly credit subscription:** an optional subscription paid every month that loads credits into the wallet every month.
- **Order:** the credit pack or monthly credit subscription (amount, price, payment) the Customer places from the panel or by accepting a quotation, as accepted 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 a language model pass through iyibir's **model gateway**, running on iyibir's server in Türkiye; the gateway does not record the content of requests and answers, only the company, a pseudonymous (hashed) identifier of the person, the type of job and the amount used. Requests to the language model provider (today 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. Adding or changing a provider is announced in advance under Section 7 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 and payment details (legal name, tax office and number, billing address, telephone and billing e-mail) accurate and current in the panel.
7. **accepts that credits its Users and digital employees spend from the wallet are spent by the Customer,** and manages who uses which product, and its digital employees, in the panel and in the products' own settings.

6. Free access and welcome credits

1. When the authorised person accepts this Agreement and the Data Processing Agreement on behalf of the company, the Cloud Products are opened to the Customer. **Access is free; the products spend credits from the wallet as they are used.** For products opened per person (today iyibir WMS) the authorised person decides in the panel who uses the product; there is no limit on the number of people.
2. When the wallet is first opened the Customer receives free welcome credits **once**. The amount and period are shown in the panel; today they are **5,000 credits** for **30 days**. Welcome credits need no card or payment details.
3. **Welcome credits do not turn into anything paid when they run out or expire;** no fee is charged and nothing needs to be cancelled. Any unused part lapses at the end of the period by itself; it cannot be exchanged for cash and is not refunded.
4. iyibir may grant the Customer further free credits for a campaign or support reason; their amount and period are shown in the panel when granted and Section 6.3 applies to them too.
5. **If the Customer has never bought credits, the Service is provided "as is".** In that case the service level target does not apply and iyibir is liable only for intent and gross negligence.

7. Buying credits and the monthly credit subscription

1. Credits are bought only by the authorised person, from the panel: a one-off **credit pack** or a **monthly credit subscription**. The price, the number of credits and any bonus credits of packs and the subscription are shown in the panel before buying. An Order is formed when payment is received or by a quotation iyibir has accepted.
2. **Bought credits are valid for 12 months from the day they are loaded into the wallet.** The remainder of expired credits lapses. Spending starts with the credits whose last valid day is nearest.
3. **The monthly credit subscription is optional; it is not needed to access the Cloud Products.** On the first day of each month the subscription loads that month's credits; **these credits end at the end of the month and do not carry over.** The subscription fee is paid in advance every month; with online payment, if a charge fails that month's credits are not loaded and the subscription closes after three retries.
4. The authorised person may end the monthly credit subscription in the panel at any time. The end takes effect at the end of the current month; that month's paid fee is not refunded and its loaded credits can be used until month end.
5. Credits are shared by all Cloud Products of the same company; they cannot be transferred to another company or exchanged for cash.
6. How many credits a job costs is shown inside the product and in the panel. iyibir may change the credit prices of jobs. An increase is announced in the panel at least 30 days before it takes effect; a reduction may apply at once. A change does not alter the amount of credits already bought.
7. Paid subscriptions started before this version takes effect continue for the rest of their term at the Order's price, and the plan's included credits are loaded into the wallet every month. These subscriptions do not renew automatically at the end of the term; the Customer may switch to the monthly credit subscription.

8. Fees, invoicing and payment

1. **Prices are set in US dollars (USD);** they exclude VAT and other taxes. Next to the price the panel shows an approximate Turkish lira (TRY) amount at that day's rate, for information.
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: for credit packs and monthly credit subscriptions paid online, the rate of the day of payment; for other invoices, the rate of 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. **Credit packs and the monthly credit subscription are paid in advance.** Payment is taken by card in the panel through iyibir's payment service provider **iyzico** (İyzi Ödeme ve Elektronik Para Hizmetleri A.Ş.); it is charged in TRY and without instalments. Card details are entered only on iyzico's payment page; iyibir neither sees nor stores them. Credits are loaded into the wallet when the payment reaches iyibir and the invoice is issued after payment. Under a quotation iyibir has accepted, payment and loading of credits follow the quotation (for example bank transfer, by invoice).
4. Invoices not paid in advance 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. Using credits

1. Each Cloud Product measures its work in credits; how many credits a job costs is shown inside the product and in the panel.
2. Before a job starts the product holds the estimated credits in the wallet; when the job ends it deducts the credits actually used and releases the rest of the hold. **If the available credits are not enough, the product does not start a new job;** data stays where it is and use continues where it left off once credits are loaded.
3. **The wallet never goes negative.** If a job exceeds its estimate and the remaining credits do not cover the difference, the uncovered part is not charged to the Customer.
4. No credits are deducted for an answer that could not be delivered, or a job that could not be completed, because of a fault on iyibir's side or its infrastructure provider's; an answer cut short counts only for the part produced.
5. The balance is shown in every product's top bar. In the panel each User sees their own spending and the authorised person sees the spending of all Users and digital employees per product and the validity of the credits.
6. Authorised persons are e-mailed 7 days before credits expire, when the balance runs low and when credits run out.
7. To protect the Service and other customers, iyibir may set reasonable limits on the size of a single job and on the rate of use per company.

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, iyibir may suspend the Customer's use of the Cloud Products.**
3. **Customer Data is not deleted and bought credits are not deducted during suspension;** the 12-month validity of credits keeps running during suspension. Access returns 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 the Agreement ends or is terminated, Customer Data is kept for 30 days.** If the Customer accepts the Agreement again 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 the Agreement ended. Deleted data cannot be recovered.**
6. Records iyibir must keep by law (invoices, contracts, acceptance, payment, wallet movement and security records) are outside this deletion and are kept for the statutory period.

12. Service levels and support

1. For the 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 use under Section 6.5 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 **indefinitely** until either party ends it.
2. **The Customer may end the Agreement at any time, in the panel or by written notice;** a monthly credit subscription ends under Section 7.4. **Unused credits are not refunded on ending,** except in the cases in Sections 13.4, 13.6, 13.7, 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 unused credits under Section 13.8.
5. Termination or expiry does not cancel payment obligations already due; Customer Data is retained and deleted under Section 11.
6. iyibir may end the Agreement without breach by written notice of at least **90 days**; it then refunds unused credits under Section 13.8.
7. Where the Customer has had **no sign-in and no credit spending for 12 months**, iyibir may end the Agreement with at least **30 days'** notice; if the Customer signs in within that period the notice lapses. Unused credits are refunded under Section 13.8 in this case too.
8. A refund under this Agreement covers only the unused part of bought and unexpired credits, in proportion to the TRY amount paid for those credits. Welcome, campaign and bonus credits are not refunded; no exchange-rate adjustment applies.

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 Agreement before the effective date; iyibir refunds unused credits under Section 13.8.

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 credit packs and the monthly credit subscription 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 in the registration form or in the panel 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 (wallet movements and payment records included) 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 a Customer that accepted an earlier version is asked to accept it, with a summary of what changed. New companies accept the new version from the day it is published.
2. At the authorised person's first sign-in after that period, acceptance of the new version on behalf of the company is requested; the Customer may also accept it earlier. **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 day its acceptance is requested; iyibir then refunds unused credits under Section 13.8. Until the new version is accepted the Service keeps working and the earlier version the Customer accepted remains in force for it; acceptance is asked again at each panel sign-in of the authorised person.
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. The prices and contents of credit packs and the monthly credit subscription, and the credit prices of jobs, are not part of this Agreement; they are announced in the panel and applied under Section 7.6. Credits already bought are not affected by these changes.

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.