

# Public SaaS SERVICES AGREEMENT

## in connection with a professional solution agreement

Onea is a software product that helps companies with invoicing and P2P automation in the cloud. This is an agreement between you and the entity you represent (hereinafter referred to as "you" or "your") and Onea (UNIT4 / Netsuite / Exact) or specific customer private platforms, (hereinafter referred to as "Onea") regarding the use of your online Onea account and other Onea Services (hereinafter referred to as "the services"). Onea is part of the Unifiedpost group under the legal entity UP-nxt nv.

### **Applicability**

These conditions are valid for all clients, suppliers and third parties, whether or not bound by a prior agreement. These general conditions always apply, unless agreed otherwise in writing.

### **Acceptance of the Terms of Use**

You must be of legal age to enter into this binding agreement before accepting the terms of use. Please read these Terms of Use carefully. By accessing or using all or any portion of the Onea services described herein you agree to these applicable terms set out below. If you are accepting these terms on behalf of a company or other legal entity or on behalf of another person, you represent and warrant that you have full authority to bind that person, company, or legal entity to these terms. You agree that these terms are enforceable like any written negotiated agreement signed by you. If you do not agree to these terms, do not access or use the Onea services described herein.

### **Description of Services**

We provide a range of services for online invoice collaboration and invoice management, including scanning, validation, approval, booking. You may use these services for business use in the organisation you represent.

### **Modifications to the terms of use**

We can make changes at any time to the terms of use. When we do this, you will be notified of any modification via e-mail or by publication on our website. You may terminate your access to the services if the changes in the terms of use substantially affect your rights. By using the services after the modification of the terms of use and after notification thereof, you declare that you agree to the modified terms of use.

### **User requirements at registration**

You must record for a user account by providing all the necessary information before accessing the services. You must enter your full name, a valid e-mail address and any other information requested in order to gain access to a Onea account. If you represent an organization and you wish to use the services for business use, we recommend you enter your business contact information when you record. You agree to keep your data up-to-date and accurate. If you provide false, inaccurate, outdated or incomplete information, or Onea has substantial reason to believe that your information is false, inaccurate, incomplete or outdated, Onea can deactivate your user account and refuse future access to services.

### **Terms of use for the user account**

You must provide your full name, a valid (business) e-mail address and any other information requested to gain access to your user account. You must be a human. "Bots" or other automated methods are not allowed to make use of the services. A login may only be used by one person. A single login cannot be shared by several people. You are responsible for maintaining the security of your account and password. Onea can not and will not be held liable for any loss or damage resulting from the breach of this obligation. You are responsible for all the data entered and activity

that occurs on your account, even if this information was entered by others who have access to your account (authorized or not). You may not transfer or make available services to a third party in any other way. You may not use the services for any illegal or unlawful purpose. During use of the services, you may in no case violate the laws of your jurisdiction.

### **Personal information**

Personal information that you (or others who have access to your account) provided to Onea by making use of the services is subject to the terms of use. Your choice to use the demonstrates your acceptance of the terms of use. You are responsible for keeping your username, password and other sensitive information confidential. You are responsible for all activities that occur in your account and you agree to immediately report any unauthorised use of your user account to us. We are not responsible for damage or loss due to unauthorised access to or use of your user account.

### **Technical requirements**

To use Onea, you need a modern browser such as Google Chrome. If you are using an older browser, you might not be able to use all features within Onea. Please refer to onea technical documentation for more details.

### **Delivery**

The products or services take the form of 'Software as a Service'. A simple notification by Onea of location and access codes to the Onea software shall be deemed delivery of the service in question. By starting up the portal, Onea will consider the service has having been accepted.

### **Maintenance**

On regular basis, the Onea platform will be down for scheduled maintenance. Onea can plan organise the scheduled maintenance to it's internal agenda and timing. Onea can not make any commitments for specific timings or time-frames to execute such maintenance. However Onea will in practice schedule the maintenance period during non-office hours to limit the non - availability of the Onea platform.

### **Upgrades**

The Onea platform will be upgraded on regular basis. New functionality will be communicated by newsletter or email. no commitments, or priorities or new functionality in the product or service updates can be prioritised by the customer except for specific agreements for customer private platforms.

### **Helpdesk**

includes telephone and email [onea-support@unifiedpost.com](mailto:onea-support@unifiedpost.com) support during office hours from Monday to Friday from 9 am to 5.30 PM and is only available when payment for the onea services is fulfilled.

Onea shall carry the responsibility for 1st line maintenance and inform second line support automatically if needed.

Establish a helpdesk with sufficient competent personnel as needed to handle errors and other incidents related to the delivered Software.

Receiving and keeping and informing a detailed log of all errors and incidents reported until their resolution.

### **Diagnosis of the reported errors**

If it is not possible for Onea to establish the responsibility for the error, the Client may choose to invite several vendors to a joint session for establishing the responsibility for the error.

If the Client call on Onea for corrective actions or other assistance due to error or malfunctioning for which Onea is not responsible, Onea is entitled to charge the Client at Onea's then current prices and terms.

The prices and terms applicable at the execution of this agreement are defined in in price and payment.

Assistance is available during regular local business hours, Mondays to Fridays, from 9 am to 5.30 PM.

### **Payment**

No refunds can be given for partial periods of use. For Onea web application, we ask for a fixed rate either quarterly or annually (automatic renewal).

A subscription to the service is available on an annual or quarterly basis and is based upon the annual document volume. In the case additional volume above the agreed volume is processed, we will invoice the next subscription period the actual processed document volume.

Your subscription will be automatically renewed on the day your subscription expires, unless you inform us in a timely manner that you do not wish to renew your subscription.

You can change your payment method or stop the automatic renewal by contacting us via post, e-mail or telephone. You must communicate your desire to stop the automatic renewal at the latest 30 business day before your subscription would be extended.

The invoice will be sent to the address you specified in the previous payment. In case of termination of the subscription, no refunds will be given.

Onea reserves the right to change the subscription fee for each feature. Onea, however, will not charge you more than the described in your previous subscription until you renew your subscription.

Our invoices must be paid within 30 calendar days. Invoices that are not paid on (or before) the deadline shall automatically and without prior notice be increased by 12% or with a minimum of 50 euros (not including possibly accrued interested, at the rate of 1% per month).

### **Complaints**

Complaints should be sent in writing or by e-mail within 14 days of the date that the invoice was sent. If not, the invoice will be irrevocable. Visible defects, such errors or missing information on the website, e-mail advertisements or other digital products, must be reported within 14 days of (digital) delivery to Onea. Hidden defects (such as errors in the back end of the website or software, database or programming errors) must be reported within 90 days after delivery.

### **Onea Communication**

The services include communication from Onea, as service-related announcements, administrative e-mails and newsletters. You fully understand that this communication forms part of the services. We give you the option to unsubscribe from the newsletters. If you choose this option, we can not be held responsible for unexpected changes to the services. You can not unsubscribe from administrative messages and service-related announcements.

### **Spamming and illegal activities**

You agree not to use the service for illegal purposes or for the transfer of material that is illegal, defamatory, invasive of another's privacy, abusive, threatening, harmful, offends religious beliefs,

promotes racism, contains viruses, or that breaches intellectual property rights of another. You agree not to use the services for the transfer of "junk mail," "spam," "chain letters," "phishing," or unsolicited mass distribution of e-mail. We reserve the right to deny you access to your account if we have reasonable grounds to believe that you are using your account for any of the unauthorised uses stated above.

### **Inactive user accounts**

We reserve the right to terminate unpaid demo accounts, which remain inactive for a continuous period of 30 days. In the case of such termination, all data associated with this user account will be deleted. We do not give warning in the event of such termination, and we do not make backups of the data. Accounts with more than one user will not be considered inactive if at least one user is active.

### **Suspension and termination of user accounts**

We may temporarily disable your user account to partially or completely deny you access to the service in the case of suspected illegal activity, or if requested by law enforcement or government. Objections to suspension or termination of a user account can be sent to [info@onea.be](mailto:info@onea.be) within thirty days after notice of the suspension. After thirty days, we may remove a suspended account. We will also delete your account and all related data if you request us to do so. We also reserve the right to terminate your account if we have reasonable grounds to believe that you have violated the terms of use. Termination of your user account includes the denial of access to all services, removing all information about your user account, such as your e-mail address and password and deleting all data in your user account.

### **Disclaimer of Warranties**

#### **Onea warrants that:**

The Software solution will operate with the hardware and software described in the Software and Hardware Requirement Specification defined on <http://help.onea.be> and within reasonable access and response times providing a 24/24 - 7/7 access.

**Availability** of the hosted service means that the core functions of the application a user may expect are in general available.

The period of non-availability ("Downtime") is calculated on the moment that functions of the hosted service are not available to the moment the functions are available.

Business hours are the moments outside non-business hours; and Non-business hours are defined between 17:00 to 8:30 during normal business days, all hours during weekends (Saturday and Sunday) and public holidays.

Availability and Response times are measured

$$A = \frac{(MP-D)*100}{MP}$$

A = Availability %

MP = Total minutes, exclusive scheduled downtime in the applicable month;

D = Total minutes downtime, exclusive the scheduled downtime in the applicable month.

Scheduled downtime is not calculated as non-available time; if following aspects are applicable:

Scheduled downtime is once per week, outside business hours admitted; a fixed scheduled downtime window shall be communicated per email; and can be changed with notification of (5) business days in advance.

In general a scheduled downtime shall take no longer than 12 hours, by exception we can extend the scheduled downtime by 48 hours for major upgrades.

## **Service Level**

Business Hours : 99%

Non-Business Hours : 97%

## **Updates**

Over time the requirements for running the Software will change following the market development and the Client must accept the change of the software and hardware accordingly. Onea will only support current and current minus 1 version of the Software, as long as a business agreement is in force. Version is the first digits after the year (e.g. Version 2019.03.13).

The demand for upgrade on software and hardware will be reasonable within the normal market trend. For local implementations, major changes in hardware requirements will be announced at least six (6) months in advance,

The Software will be capable of performing the functions described in the documentation defined online in <http://help.onea.be>

## **Disclaimer**

Onea and the Software Developer do not warrant that the Software will operate in combinations other than as specified in the Documentation or that their operation will be uninterrupted or error-free.

You understand and agree that use of the services is at your own risk. The services and website are provided without any representations or warranties, express or implied. Onea makes no guarantees regarding this service or the information and materials provided by this service. Without prejudice to the generality of the foregoing paragraph, Onea does not guarantee that: the services and the website are constantly available; virus-free, timely or will be completely safe; the information provided by the service is complete, true, accurate or non-misleading. The use of the downloaded material through the use of the services and the website is at your own risk and you will be responsible for any damages to your computer or wireless device.

## **Limitation of Liability**

Onea shall not be held liable in respect to the contents of, or use of, or otherwise in connection with the services for any indirect, special or consequential damages, or for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, loss or corruption of information or data, or other damages resulting from or caused by your use of the Service or your inability to use the service.

These limitations of liability apply even if Onea has been expressly advised of the potential loss. The amount that Onea is responsible for can never be greater than the amount that was invoiced. The Parties agree that this limitation of liability shall be the sole legal remedy available for any

breach or non-performance under this Agreement. Notwithstanding anything to the contrary in this agreement, price reductions shall not be considered a legal remedy for any breach or non-performance by either Party.

Service level charges are the result from the Company failing to achieve the agreed monthly performance as described.

Should the service level charges be required then the following discounts will be applied to the monthly fees, which shall be your sole and exclusive remedy for a breach of the service level targets:

10% discount on the next months standard bill if this is a 1 month disruption;

15% discount on the next months standard bill if this is a disruption on consecutive months.

The next month standard bill will again apply for 100% whenever no outage occurred during the previous period.

In case that the service level is not achieved during 3 consecutive months, the customer has the right to terminate this agreement.

In case of dispute, only the courts of Ghent are competent to rule on the said dispute. It is possible that Onea will be asked to disclose the identity or files from the client on request. If the request is valid and fits within a judicial proceeding, Onea can provide the information to the requesting institution. Any legal costs, damages, attorney fees and other costs must be borne by the client.

### **Anticipatory breach.**

Anticipatory breach shall not be grounds for termination of this agreement. Termination shall only be permitted upon an actual breach of the agreement that has occurred. Any notice of breach given by one party to the other must clearly specify the nature of the alleged breach and the relief sought, and that the non-breaching party shall have a reasonable opportunity to cure such breach before any termination of this agreement can occur.

### **Force Majeure**

In the event of force majeure (i.e. circumstances beyond the control of Onea), Onea is exempted from all obligations (and any consequent liability). The following shall be regarded as force majeure: natural conditions, strike or lockout, fire, flood, seizure, embargo, general scarcity of goods, illness, redundancy, and in general any unforeseen event that substantially disrupts the contractual balance, independent of the possibility of force majeure at Onea, at one of its suppliers or any of its employees.

### **Invalidity**

Invalidity of one or more provisions of these terms do not affect the valid part of these conditions. Both parties shall replace the invalid provision(s) by (a) valid provision(s) that is (are) as compatible as possible with the intentions underlying the invalid provision(s).

### **Assignment**

You may not assign this Agreement in whole or in part without the prior written consent of Onea. You agree that Onea may assign this Agreement in its entirety upon written notice in connection with a merger, acquisition, corporate reorganisation or sale of substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement.

**Onea trademark**

Onea and Onea logo are trademarks. You agree not to use them in any way without permission from Onea.

**End of Terms of Use**

If you have questions or comments about this agreement, please contact us at [onea-support@unifiedpost.com](mailto:onea-support@unifiedpost.com)

**Company information**

BE0842217841

UP-nxt NV

Kortrijksesteenweg 1146, 9051 Sint Denijs Westrem, Belgium

Via telephone: [02 634 06 28](tel:026340628)

e-mail: [onea-support@unifiedpost.com](mailto:onea-support@unifiedpost.com)

## DATA PROCESSING AGREEMENT

### CONSIDERED THAT

The use of the ONEA Service is subject to a License Agreement between UP-nxt n.v. and the License Holder;

the License Agreement is subject to the Acceptance of the Terms Of Service;

the Terms Of Service refer to this Data Processing Agreement

by using the Service, users granted by the Licence Holder could provide Onea with Personal Data and instruct Onea, who accepts under the terms and conditions of this Agreement, to process this Personal Data;

this Agreement acts under the General Data Protection Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter: GDPR)  
THEREFORE

Based on the article 28 of the EC GDPR directive 2016/679, this "Data Processing Agreement" will be effective as from 25 May 2018 between:

(1) UP-nxt NV, incorporated under the laws of Belgium with its registered seat at Kortrijksesteenweg 1146, 9000 Gent, hereinafter to be referred to as "Processor";

and

(2) The Licenseholder, hereinafter to be referred to as "Controller";

Controller and Onea are hereinafter jointly referred to as the "Parties" and individually as the "Party".

IT IS HEREBY AGREED AS FOLLOWS:

### 1. Definitions

Terms defined in the License Agreement between Onea and the Controller shall have the same meaning when used in this Data Processing Agreement.

In addition, the definitions below apply in this Data Processing Agreement:

GDPR:

Is a regulation with the intent to strengthen and unify data protection for individuals within the European Union (EU), Which replaces the data protection directive (95/46/EC) from 1995

Personal Data:

Means personal data as defined in the GDPR that Onea processes on behalf of Controller in connection with the Agreement.

Unless otherwise specified, all references to the GDPR shall be understood to be references to the applicable local equivalent which implements said reference into local law.

Data Subject:

Is an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

#### **Data Breach:**

means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data

## **2. Subject and Term**

The objective of this Data Processing Agreement is to describe the measures that Onea (as a Processor) has undertaken in relation with the Agreement. This Data Processing Agreement forms an integral part of the Agreement hereof. This Data Processing Agreement shall be deemed to take effect from the Effective Date and shall continue in full force and effect until the termination of the Agreement.

## **3. Scope of the work**

The purpose for the collection, processing and use of the Personal Data provided by the Controller is to provide the services as described in License Agreement, which forms an integral part hereof. The processing and use of the Personal Data takes place in a member state of the European Economic area. Any data transfer of processing to a third country shall be subject to the prior approval of the Controller.

The processing of the Personal Data by Onea shall take place within the framework of this Data Processing Agreement and only to the extent that Controller has instructed Onea to do so in relation with the Agreement. Onea processes the Personal Data on behalf of Controller. Modifications to the processing of Personal Data under the Agreement are subject to mutual agreement.

Onea shall not use the Personal Data for any other purpose as described in this Data Processing Agreement.

### **Category of personal data**

By using the Onea Service, the Controller instructs Onea to collect, process and store data that might be subject to this Data Processing Agreement:

- identification data : name, surname
- contact data: email address, telephone number, address
- invoice data : other data available on the invoice

#### **Category of data subjects**

- Authorized Users (of the customer)
- Customer's end suppliers and potentially employees and persons whose data may be contained in the invoices

## **4. Technical and organisational measures based on the EU General Data Protection Regulation**

Onea ensures the implementation of the technical and organizational measures in accordance with the requirements of the GDPR directive 2016/679

Onea ensures in particular that it has implemented the appropriate measures to:

- a. Prevent unauthorized persons from gaining access to data processing systems with which personal data are processed or used;
- b. Prevent data processing systems from being used without authorization;
- c. Ensure that persons entitled to use a data processing system have access only to the Personal Data to which they have a right of access, and that personal data cannot be read, copied, modified or removed without authorization during processing or use and after storage;

- d. Ensure that personal data cannot be read, copied, modified or removed without authorization during electronic transmission or transport, and that it is impossible to check and establish to which bodies the transfer of personal data by means of data transmission facilities is envisaged;
- e. Ensure that it is possible to check and establish whether and by whom personal data has been input into data processing systems, modified or removed;
- f. Ensure that, for commissioned processing of personal data, the Personal Data is processed strictly in accordance with the instructions of the Controller (job control).

Onea agrees and warrants that the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the Personal Data to be protected having regard to the state of the art and the cost of their implementation.

Onea further agrees and warrants that the processing of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law and does not violate the relevant provisions.

## 5. Processor's obligations

Under this Data Processing Agreement, Onea ensures to:

- a. process the Personal Data only on behalf of the Controller and in compliance with its instructions;
- b. ensure that only appropriately trained personnel shall have access to the Personal Data;
- c. provide Controller with such cooperation (including access to its facilities) as the Controller may reasonably request;
- d. implement such technical and organizational measures to protect the Personal Data as required by the GDPR;
- e. notify the Controller immediately of any monitoring activities and measures undertaken by the relevant authority that supervises the applicable data protection legislation;
- f. Support Controller regarding Controller's obligations to provide information about the collection, processing or usage of Personal Data to a data subject;
- g. Ensure that the Personal Data is not in any way used, manipulated, distributed, copied or processed for any other purpose than for the fulfilment of the contractual obligations as explicitly agreed upon and arising from this Data Processing Agreement;
- h. Instantly notify the controller in case a data breach has occurred.

## 6. Sub-processing

Onea has written and signed contracts with its sub-processors.

| Subprocessor        | Purpose          | Location where the data is processed |
|---------------------|------------------|--------------------------------------|
| Amazon Web Services | Hosting          | Ireland                              |
| Mailgun             | Email management | Germany                              |
| Google (Doc AI)     | OCR              | Belgium                              |

The addition or removal of a sub-processor will not negatively affect the level of security within the agreement to less than that which existed at the time of signing this Data Processing Agreement.

Where the sub-processor fails to fulfil its data protection obligations under such written agreement Onea shall remain fully liable to the Controller for the performance of the sub-processor's obligations under such agreement.

## **7. Controller's rights and obligations**

All Data Subject rights will be addressed to the Controller. Onea has the right to refuse the execution of any data subject request which is directly addressed to Onea. Any request from a data subject directly to Onea, shall be directed to Controller.

Onea shall deal properly and within reasonable time with all inquiries from the Controller relating to its processing of the personal data subject to this Data Processing Agreement.

Rectification, deletion and blocking of data: upon instruction by the Controller, Onea shall correct, rectify or block the Personal Data within reasonable time after instruction

## **8. Information**

Onea will notify the Controller about:

- (i) any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
- (ii) any accidental, unauthorised access, or other event that constitutes a personal data breach; and
- (iii) any request received directly from the Personal Data subjects without responding to that request, unless it has been otherwise authorised to do so.

Onea shall indemnify Controller for claims of any third party that arises as a result of Processor's non-compliance with its obligations under this Agreement and the applicable local laws and legislation of the countries where the Personal Data is processed and regulations regarding data protection and privacy.

## **9. Principal's authority to issue instructions**

You agree that Onea may assign this Data Processing Agreement in its entirety upon written notice in connection with a merger, acquisition, corporate reorganisation or sale of substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Data Processing Agreement.

## **10. Consequences of termination**

The parties agree that on the termination of the provision of the services, Onea and the sub-processor shall, at the choice of the Controller, return all the personal data transferred including any data storage media supplied to Onea, and the copies thereof to the Controller or shall destroy all the personal data and certify to the Controller that it has done so, unless legislation imposed upon Onea prevents it from returning or destroying all or part of the personal data transferred. In that case, Onea warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

## **11. Confidentiality**

Any information of whatever kind (whether technical, commercial, financial, operational or otherwise) and in whatever form (whether oral, written, recorded or otherwise), including Personal Data, (hereafter referred to as "Confidential Information") which may be disclosed in any form or matter by one Party to the other Party, with respect to, or as a result of this Data Processing

Agreement, shall be deemed to be of a confidential nature. Data relating to Controller's customers database, procedures and knowledge shall be considered as private and confidential information.

## **12. Other**

This Data Processing Agreement is governed by the law that governs the Agreement. Also for the jurisdiction reference is made to the appropriate Section of the Agreement.