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LEGAL

EOS One Terms of Use

Effective Date: August 25, 2026

Terms of Use

Thank you for choosing EOS One! Before you start running your business on our platform, please take a moment to read these Terms of Use. By using EOS One, you're agreeing to these Terms, so it's important to understand them.

1. Introduction

What EOS One Is

EOS One is a software platform purpose-built to help your organization run on the Entrepreneurial Operating System (EOS). It gives your team a single home for the components of EOS, your Vision/Traction Organizer (V/TO), your Accountability Chart, your documented processes, your Scorecard, your Rocks, your To-Dos, your meeting cadence, and the rest of the EOS toolkit. Built into the platform is our proprietary AI assistant, **Atlas AI**, which enhances the experience and helps your team run EOS more effectively and efficiently. Atlas AI is powered by advanced

your data to train, fine-tune, or otherwise improve their models.

Who We Are

EOS One is a product of Atlas UP, Inc., a Delaware corporation doing business as "EOS One" ("EOS One," "we," "us," or "our"). The platform is accessible through our web application, our iOS app (available in the Apple App Store), our Android app (available in the Google Play Store), our website at eosone.com, and our support site (collectively, the "Sites" or "Products"). All references to "EOS One" throughout these Terms refer to Atlas UP, Inc. operating under its EOS One trade name.

Why These Terms Matter

These Terms govern your use of our Sites and Products. By accessing, purchasing, or using EOS One (including any content or information provided through our platform), you agree to be bound by these Terms and the EOS One Data Processing Agreement ("DPA"). If you **do not agree** with any of these Terms, you should not use our Products (we'll be sad to see you go, but it's your call).

Related Policies

We have a separate **Privacy Policy** that explains how we collect and handle your data. By agreeing to these Terms, you're also agreeing to our Privacy Policy. We encourage you to read it, we wrote it with the same commitment to clarity as these Terms.

Data Processing Agreement

In addition to our Privacy Policy, we maintain a Data Processing Agreement outlining our obligations for handling personal data. The DPA is available at our EOS One Trust Center (trust.eosone.com) and is hereby **incorporated by reference**

into these Terms. By accessing, purchasing, or using EOS One's [illegible] acknowledge that you have read and agree to the DPA. No separate action is required on your part for the DPA to be binding, your acceptance of these Terms **automatically constitutes acceptance of the DPA** and its terms.

Tip: We've organized these Terms into sections with headings to make them easier to navigate. Feel free to jump to the section you need, but don't skip the rest, each section is important.

2. License to Use EOS One

We grant you (and your authorized users) a license to use EOS One, not ownership. Here's the deal:

- **License Grant:** Subject to your compliance with these Terms, EOS One grants each user under your account a **non-exclusive, non-transferable, limited license** to access and use our Products for your internal business purposes. In other words, you can use EOS One, but you can't sell it or transfer it to someone else.
- **Per-User Basis:** Our Products are licensed on a per-user basis. Every individual who uses EOS One needs their own account (one person = one license). You can assign licenses to Authorized Users through your enterprise account portal. **No sharing of accounts**, if 5 people need to use EOS One, you'll need 5 user accounts. (Sharing might be caring, but not when it comes to login credentials!)
- **Age Requirement:** EOS One is intended for adult professional users. You must be at least 13 years old (in some jurisdictions, 18) to use our Products. If you're younger, sorry, come back when you're older.
- **Feedback Welcome:** We love feedback. Using EOS One may feel like magic at times, but it's a work in progress. If you have suggestions or run into issues, let

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us know. By the way, if you do provide feedback or ideas, we [illegible] improve EOS One, and we won't owe you anything for those [illegible] thank you and a better product.

3. Who Can Use Our Products?

We want as many happy users as possible, but there are a few cases where we have to say "no." You may NOT use our Products if you are:

- **A Minor:** (As noted above) if you're under 13 (or the minimum legal age in your country to form a binding contract), you can't use EOS One. Our Products are for business use by adults.
- **Barred by Law:** If laws applicable to you prohibit you from using AI services like ours (perhaps due to sanctions, or other legal restrictions), you can't use EOS One. Please follow the law; we do.
- **A Competitor or Related to One:** We have to protect our secret sauce. **Competitors** of EOS One, or folks working on behalf of a competitor, are not allowed to access our Products without prior written permission from us. (Looking at you, rival AI startups, no sneaking in to peek at our tech, please.)
- **An Automated Bot or Scraper:** You may not use any robot, script, crawler, or automated means to access our Products, **except** for legitimate public search engines. (We do allow search engine bots to index public info on our site for the sake of Google results, that's our one exception.) Any other automated access is prohibited. So, no building an army of bots to hit our API or scrape data. EOS One is meant for real human users interacting in real time.
- **Malicious User:** If you intend to use EOS One to do harm, whether it's cyber attacks, harassment, spreading malware, or any nefarious activity, just don't. We'll ban such use and possibly report you to the authorities if warranted.

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If you fall into any of the above categories, you should not use (or continue using) EOS One. We reserve the right to refuse service, suspend accounts, and take appropriate action if we discover prohibited use.

4. Account Registration and Security

Using EOS One will require you to create an account (or be given one by your organization). Here's how to manage that account responsibly:

- **Authentication Options:** You can sign in to EOS One using an email and password, or by authenticating through your Google or Microsoft account. Regardless of method, you are responsible for keeping your login credentials and any linked third-party accounts secure.
- **Keep Your Credentials Secure:** If you use a password, choose a strong one (mix of letters, numbers, symbols, not your dog's name). **Do not share** your password or account with others. If you suspect someone else has your credentials or there's been unauthorized access, notify us immediately at **help@eosone.com**. Also, remember to log out at the end of each session, especially on shared devices.
- **Provide Accurate Information:** When registering, you must provide truthful and up-to-date information about yourself (or your company, if applicable). This includes your name, email, and any other contact or billing info we request ("Registration Data"). If your info changes, update it promptly. If we discover that your Registration Data is false, outdated, or incomplete, we may suspend or terminate your account.
- **Use of Accounts:** Accounts are meant for the specific individual or entity that registered. You agree not to let anyone else use your account. If you have multiple team members who need access, each should have their own account

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(see "Per-User Basis" above). We reserve the right to monitor accounts for the sharing of multiple logins that violate this rule.

- **Account Security Hygiene:** You agree to: (a) enable multi-factor authentication on any Google or Microsoft account used to authenticate into EOS One, and on any native EOS One account where such a feature is made available; (b) promptly revoke access for users who leave your organization or change roles; (c) not share login credentials; and (d) maintain reasonable endpoint and network security on the devices used to access EOS One.
- **Notify Us of Your Security Incidents:** If you experience a security incident on your side that may affect your EOS One account or data (for example, a compromised admin email, stolen device with EOS One access, or suspected insider threat), notify us at **help@eosone.com** without undue delay.
- **Email Communications:** By creating an account, you may receive certain emails from us (for example, account notices or product updates). We promise not to spam. If you want to unsubscribe from non-critical emails, you can use the unsubscribe link in the email or contact us at **help@eosone.com** with "Unsubscribe" in the subject. Keep in mind, we may still send essential notices about your account or service (like important security or billing info).

5. Subscription, Billing, and Cancellation

Money talk, here's how billing works.

- **Enterprise Agreements:** If your organization signed a separate Master Services Agreement (MSA) or enterprise contract with EOS One, that agreement's payment and refund terms apply instead of the ones here. In case of any conflict between these Terms and an MSA, the MSA terms will control for your use of EOS One.

- **Subscription:** EOS One is offered as a monthly subscription. The specific features available plans and pricing are presented during sign-up and [illegible] subscribing, you agree to pay the fees specified for your chosen plan.
- **Billing Cycle & Auto-Renewal:** Your subscription is billed monthly on a recurring basis, with each billing date tied to your original sign-up date. Your payment method will be charged automatically each month to continue your service without interruption. It is your responsibility to cancel if you no longer wish to renew.
- **Cancellation:** You may cancel your subscription at any time. The account owner for your organization can cancel directly from within the EOS One application. No email or written notice to EOS One is required. Cancellation takes effect at the end of the then-current billing period.
- **No Refunds:** Unless stated otherwise in a separate agreement or required by law, subscription fees are **non-refundable**. If you cancel mid-cycle, you will retain access through the end of the paid period, but unused days are not prorated or refunded.
- **Sales Tax:** Sales tax, where applicable, is calculated and applied at checkout. EOS One uses Stripe's built-in tax processing to determine and collect applicable taxes based on your billing location. Customers seeking to opt out of sales tax must provide a valid tax-exemption certificate; until accepted, taxes will continue to apply.
- **Late Payments:** If a payment fails or is past due, we may attempt to retry the charge. If we still cannot collect payment, we reserve the right to suspend or terminate your access to EOS One (we'll try to contact you first). You may also be responsible for any reasonable fees and charges we incur for failed payments (like bank fees).
- **Changes to Fees:** We may adjust subscription fees with advance notice. If fees change, we'll notify you in writing (e.g., by email) at least 30 days before the new rates apply. If you do not agree to the new fees, you may cancel your

6. Your Content and Data

Using EOS One involves providing us with information that powers your organization's operating system. This includes things like your company organization details, your Vision/Traction Organizer (V/TO), your Accountability Chart, your documented processes, your Scorecard metrics, your Rocks, your To-Dos, your meeting notes, and any other text, files, or data you submit through the application. We refer to all of that collectively as "Content." This section outlines the rules and rights around your Content:

- **Ownership:** You retain ownership of all Content you submit. Your V/TO, Accountability Chart, processes, scorecard, rocks, and other organizational data remain yours. We don't own your data just because you use it with our platform.
- **Your License to EOS One (What we can do with your Content):** In order to provide our services, we need certain permissions from you to use your Content. You **grant EOS One a worldwide, non-exclusive, royalty-free license** to host, use, process, display, and transmit your Content **solely for the purpose of providing and improving** our Products and services to you, and as otherwise **permitted by our Privacy Policy**. This means:
  - We can feed your data into Atlas AI to give you answers and insights. This may involve secure requests to trusted third-party language model providers (e.g., OpenAI, Anthropic, Google) under strict contractual terms. Those contracts expressly prohibit the providers from using your data to train, fine-tune, or otherwise improve their models.
  - We might internally use your data (in an aggregated or anonymized form) to improve our algorithms, to troubleshoot, or to enhance features.

- We will NOT use your Content for marketing or publicity or share it with third parties except (a) as needed to run the service (for example, with our cloud hosting providers under strict security controls), (b) as directed by you, or (c) as required by law. We won't be plastering your private data on our website or selling it to advertisers. That's a promise.

Why this license: If you didn't give us these rights, we technically wouldn't be allowed to even process your queries or back up your data, because those involve copying and using your Content. This license is just to let us do our job running the service. It ends when you delete the Content or terminate your account, except for any residual copies in backups (which we'll handle per our retention policies and Privacy Policy).

- **Privacy and Data Handling:** We understand that your Content may include information about your team members, your strategic priorities, and the inner workings of your business. You trust us with this information, and we take that seriously. EOS One's use of your Content is subject to our Privacy Policy and these Terms. In short:
  - We will treat personal data in your Content in accordance with applicable U.S. privacy laws.
  - We have implemented safeguards to secure your Content (see Data Security below for details).
  - If you include personal information of others in your Content (such as the names, roles, or contact details of team members listed on your Accountability Chart), you represent that you have the necessary permissions or legal basis to do so.

- **Your Responsibilities for Content:** You are solely responsible for the Content you submit and the consequences of using it with EOS One. By uploading or submitting Content, you **represent and warrant** that:
  - You have all necessary rights, permissions, or consents to provide that Content to EOS One and to grant us the license above. This includes

anyone's rights.

- **Prohibited Content:** While we don't generally pre-screen what you upload, you **agree not to submit** Content that:
  - **Violates Laws:** Illegal content is a no-go. This includes anything that breaches local, state, national, or international law or regulations.
  - **Infringes Rights:** Do not upload content that infringes someone else's intellectual property or privacy rights. If it's not yours, make sure you have permission.
  - **Is Offensive or Harmful:** No content that is threatening, defamatory, obscene, pornographic, harassing, or extremely inappropriate. We reserve the right to remove or delete content that we find objectionable or that violates this clause, and we don't have to notify you before doing so.
- **No Responsibility for User Content:** EOS One is a platform; we generally do not review Content you or other users submit and we are not responsible for it. We don't endorse any user-provided Content or opinions.

Remember, you own your data. We're here to keep it safe and help you make sense of it, but not to take it. If you delete your data from EOS One and terminate your account, our license to use it ends (except for archival copies and as needed for legal compliance or internal purposes like audit/logging). Check our Privacy Policy for details on deletion and retention.

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7. Data Security and Compliance

Your data's security is central to everything we do at EOS One. Here's how we handle the safety of your information:

- **Security Measures:** EOS One employs industry-standard security measures to protect Content and personal data. This includes:
  - **Encryption:** All customer data is encrypted at rest in our databases and in transit over public networks. We use TLS 1.2+ for data transmission, so when your data travels between you and us, it's in an encrypted tunnel.
  - **Access Controls:** We limit who at EOS One can access user data, following the principle of least privilege. Only employees with a legitimate need (like a support engineer investigating an issue) will access your data, and even then, it's strictly controlled and logged. We require strong authentication internally.
  - **Tenant Isolation:** Your Content is hosted in a logically isolated tenant. It is accessible to your organization's authorized users and, on a least-privilege and logged basis, to EOS One personnel with a legitimate operational need. We do not make your Content available to any other EOS One customer.
  - **Security Audits and Certifications:** EOS One maintains a SOC 2 Type II attestation and follows the HIPAA Security Rule for Customers with whom we have executed a Business Associate Agreement. EOS One undergoes regular third-party audits to test and verify these controls.
  - **Vulnerability Management:** We run regular security scans and have a process to quickly address any vulnerabilities. We also keep our software and dependencies up to date to guard against known security issues.
- **No Guarantee of Perfect Security:** While we are pretty paranoid (in a good way) about security, we have to state this: no system can be 100% secure. Despite all measures, breaches can happen. By using EOS One, you acknowledge that risk.
- **Breach Notification:** In the unlikely event that we discover a security breach that compromises the privacy or integrity of your Content, we will notify you without undue delay, as required by applicable law.
- **Your Security Responsibilities:**

- **Account Credentials:** Keep your username, password, API keys, and other credentials confidential (see Account Security above). If you suspect unauthorized access, let us know immediately.
- **Approved Use:** Only use EOS One through our official apps and Sites. Don't try to circumvent security measures or use unauthorized tools to access the service.
- **No Sensitive Data via Unencrypted Channels:** Our app and website are encrypted. If you choose to, say, email us sensitive info or use an unsupported channel, understand the security might not be as strong.

- **HIPAA Compliance:** If you are subject to HIPAA and will use EOS One to handle Protected Health Information (PHI), please contact us to sign a **Business Associate Agreement (BAA)**. Until a BAA is in place, you should not upload PHI to EOS One. EOS One will implement the safeguards required by HIPAA for any PHI we receive after a BAA is executed.
- **Activity Logging:** For security, operational, and audit purposes, EOS One logs user and administrative activity within the application. Logs are retained per our security and audit policies and may be reviewed in response to security incidents, support requests, or compliance audits.
- **Incident Cooperation:** If we reasonably determine that a security event involves your account, environment, or users, you agree to cooperate in good faith with our investigation, including preserving relevant logs and evidence, providing requested information, and coordinating any required notifications.
- **Updates and Patches:** You agree to install updates to the EOS One mobile applications and any other client software within a reasonable time after they are made available. We may discontinue support for materially outdated client versions.
- **Vulnerability Disclosure:** If you discover a security vulnerability in EOS One, report it to **help@eosone.com**. We will acknowledge reports promptly and act in good faith with researchers who follow responsible disclosure practices,

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disclosure.

- **Compliance with Laws:** EOS One will comply with U.S. data protection and privacy laws applicable to our provision of the service. We expect you to comply with laws relevant to your data as well. If your industry has specific data regulations, please inform us so we can discuss whether and how EOS One can support your use, but ultimately you are responsible for ensuring that using a service like EOS One meets your regulatory obligations.

In summary, we treat your data like something very precious (because it is). We invest in security so you can focus on using the insights, not worrying about leaks.

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8. Acceptable Use Policy (What You Can and Can't Do)

We've covered what you shouldn't upload as Content. Now let's talk about how you should (and shouldn't) use EOS One itself. By using our Products, you agree to the following:

- **Permitted Use:** You may use EOS One for lawful, business-related purposes within the scope of what it's designed for (answering questions, getting insights from your data). Use common sense and courtesy in your interactions (with both the AI and any community features, if applicable).
- **Prohibited Acts:** You **agree NOT to**:
  1. **Resell or Sublicense** our service. You can't turn around and sell EOS One access to others or exploit it commercially outside your organization without our consent.
  2. **Reverse Engineer or Tamper:** Don't try to hack into our code, decompile our software, or otherwise derive our source code or algorithms. Similarly, do

not attempt to bypass any security or access controls.

3. **Misuse Resources:** Don't use EOS One in a way that overloads or disrupts our infrastructure. This includes launching denial-of-service attacks, distributing viruses or malware via our system, or using automated means to scrape data in a way that harms performance.
4. **Impersonate or Phish:** Do not pretend to be another person or entity when using EOS One. And don't use our platform to phish or scam others.
5. **Violate Laws:** This is a catch-all, you may not use EOS One to facilitate or engage in any activity that violates any law (local, state, federal, or international).
6. **Abuse the AI:** We know Atlas AI is fun to talk to, but please don't use it to generate or spread abuse, spam, or to harass people.
7. **Mobile App Use:** If you use the EOS One iOS or Android app, you also agree to comply with the applicable terms of the Apple App Store or Google Play Store under which the app is distributed.

This list isn't exhaustive. If we (in our sole discretion) determine that you have violated this Acceptable Use Policy, we reserve the right to suspend or terminate your access immediately. In serious cases, we may also report you to law enforcement.

9. Third-Party Services and Content

EOS One might integrate with or provide links to third-party services. For instance, Atlas AI uses external language model providers such as OpenAI, Anthropic, and Google to process certain user queries and generate answers. We have contractual safeguards in place that prohibit these providers from using your data to train, fine-tune, or otherwise improve their models, and that limit their use of your data to fulfilling our requested services. EOS One might also integrate with connectors

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- **External Links:** Our Products or answers might contain links to third-party websites or resources that we do not own or control. We are not responsible for the content on those external sites, nor do we endorse or assume any liability for them.
- **Third-Party Integrations:** If you choose to enable an integration (for example, connecting EOS One to a calendar, document storage, or other business system), those third-party services have their own agreements you must abide by. We aren't liable for any issues arising from third-party services.
- **Content from Other Sources:** EOS One's answers might combine your data with public information or content from third-party knowledge bases. While we try to ensure quality, EOS One does not guarantee the accuracy or appropriateness of third-party content.
- **AI-Generated Output — No IP Warranty:** EOS One makes no warranty that output generated by Atlas AI is free from third-party intellectual property claims. AI-generated content may reflect patterns learned during model training; EOS One does not guarantee its originality or non-infringement. You are solely responsible for reviewing AI-generated output before use and for ensuring that your use of such output complies with applicable intellectual property laws. EOS One shall not be liable for any claim by a third party that your use of AI-generated output infringes their intellectual property rights.

10. Intellectual Property Rights

- **Our IP (EOS One IP):** EOS One, the platform, the software, the code, the models, the design, the logos, the content we provide (excluding your Content) is protected by intellectual property laws. Atlas UP, Inc. and its licensors retain all

rights, title, and interest in our Products. By using EOS One, you agree not to claim any ownership of our IP.

- **Trademarks:** "EOS One" and our logos are trademarks of Atlas UP, Inc. You aren't allowed to use them without permission, except as allowed by law.

- **Your IP:** These Terms don't give us ownership of your trademarks, logos, or any of your IP either, except for the license you grant to Content as described in Your Content section.
- **Publicity and Marketing:** EOS One may use your name, logo, and trademarks solely to identify you as a client of EOS One on our website and other marketing materials and in accordance with your trademark usage guidelines, if you provide same to EOS One.
- **Feedback IP:** If you send us suggestions or feedback about EOS One, that's completely voluntary. We appreciate it, and we may use the feedback without any obligation to you.
- **Copyright Infringement (DMCA) Policy:** If you believe that content on EOS One infringes your copyright, please notify us. We comply with the Digital Millennium Copyright Act (DMCA) for takedown requests. You can send a DMCA Notice to our designated Copyright Agent at **copyrightagent@atlasup.com**.
- **Other IP Claims:** For non-copyright IP issues (trademark, patent, etc.), you can contact us at **help@eosone.com**.

11. Changes to the Service

EOS One is always evolving (AI tech moves fast, and we intend to stay on the cutting edge). Thus:

- **Product Updates:** We may add, modify, or remove features from our Products at any time, often to improve the service or address issues. We strive to avoid

disruptions, but we do not guarantee that any particular feature or functionality will always be available.

- **Maintenance and Downtime:** We reserve the right to temporarily suspend access for maintenance or upgrades. We know downtime is inconvenient, so we aim to schedule maintenance during off-peak hours and to keep it short.
- **Beta Features:** EOS One may release beta features or pilot programs from time to time. These will be clearly labeled (e.g., "Beta" or "Preview"). Such features are provided "as is" and might be less stable.
- **Changes to Terms:** We may update these Terms from time to time. If we do, we'll post the updated Terms on our website and update the "Effective Date" at the top. For significant changes, we will make reasonable efforts to notify you (such as by email or a notification in the app).

12. Cancellation, Suspension, and Termination (By You or Us)

- **Your Right to Cancel:** You can stop using EOS One at any time. After cancellation, we may deactivate or delete your account and your Content (unless retention is required for legal reasons or as outlined in our Privacy Policy). We recommend exporting any data you need prior to cancellation.
- **Account Inactivity:** EOS One reserves the right to terminate free accounts or trial accounts that are inactive for an extended period. If there's no activity in your account for 12 months and you're not on an active paid plan, we may deactivate your account and delete your Content for storage management.
- **Misuse or Breach by You:** If you violate these Terms or misuse EOS One, we may suspend or terminate your access at our sole discretion.
- **Other Grounds for Termination:** EOS One also reserves the right to terminate your access for reasons including legal requirements, security threats, fraud/abuse, or our discretion.

- **Suspension for Security or Compliance Events:** We may suspend your access to the Products, your account, or specific functionality at any time and without prior notice if we reasonably believe doing so is necessary to investigate or respond to a security incident, prevent harm to the service or other customers, comply with law, or address a credible threat. Suspension under this paragraph does not constitute a breach of these Terms by EOS One, and we will not be liable for losses arising from a good-faith suspension.
- **Effect of Termination:** Upon termination by either party, we will stop providing the services to you, and you must stop accessing them. Your license to use our software and Products ends. Any fees accrued up to termination remain due. The following sections of these Terms will survive termination: any clauses relating to intellectual property ownership, warranty disclaimers, limitation of liability, indemnification, dispute resolution, and any other clauses which by their nature should survive.

13. Disclaimers and Limitations

This Section includes important disclaimers and limitations on EOS One's liability. This section is extremely important. Please read it carefully.

1. **As is.** To the maximum extent permitted by law, our Products are provided entirely "as is," without any warranty whatsoever, and all warranties of any kind, either express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, are hereby expressly disclaimed. You hereby waive all such warranties.
2. **No warranty creation.** No advice or information, whether oral or written, obtained by you from EOS One or through or from EOS One applications shall create any warranty not expressly stated in these Terms.

3. **Limitation of liability.** Except as expressly provided by law, in no event shall EOS One, our officers, directors, employees, contractors, subcontractors, agents, affiliates, subsidiaries, successors or assigns be liable to you or any party for any consequential, incidental, special or other indirect damages (including without limitation the cost of procuring substitute goods or services, "cost of cover"), losses or injuries arising out of or in connection with these Terms, our Products or any services, content or other materials provided or made available hereunder, or your use of any other links or linked websites. This limitation applies even if we are expressly advised of the possibility of such damages and regardless of whether such damages arise in contract, tort (including, without limitation, negligence), strict liability or under any other legal theory.
4. **Definition of damages.** As used in this Section, the term "damages" includes, without limitation, attorneys' fees, lost profits, physical and/or personal injury, business interruption, and loss of programs or other data on your information handling system. You agree and acknowledge that the economic terms of these Terms fairly and equitably reflect the foregoing allocation of risk, and that such allocation of risk is a material inducement for us to make our Products and Sites available to you.
5. **Aggregate liability cap.** To the maximum extent permitted by law, EOS One's aggregate liability arising out of or related to these Terms or the Products, across all claims combined and regardless of the form of action, shall not exceed the total fees paid or payable by you to EOS One in the twelve (12) months immediately preceding the event giving rise to the claim.
6. **Customer indemnification not capped.** The limitations in this Section 13 do not apply to your indemnification obligations under Section 16, your violations of EOS One's intellectual property rights, your breach of confidentiality or security obligations, or amounts owed for fees, taxes, or chargebacks.
7. **Security measures are not warranties.** Our security measures described in Section 7 and in the DPA represent our reasonable efforts to protect the

Products and your Content. They are not guarantees or warranties that the Services will be free from unauthorized access, disclosure, or [illegible] security control is failure-proof.

8. **Limitations period.** Any claim arising out of or related to these Terms or the Products must be brought within one (1) year of the date the claim accrued. Claims brought after that period are permanently barred, except where applicable law prohibits a shorter limitations period.

14. Governing Law and Dispute Resolution

- **Governing Law:** These Terms are governed by the laws of the Commonwealth of Virginia, USA, without regard to its conflict of laws principles.
- **Arbitration Agreement:** If a dispute arises between you and EOS One relating to these Terms or your use of the service, we both agree to resolve it through binding arbitration, not in court (with the exception of certain small claims and injunctive relief noted below).
  - Any Claim will be finally resolved by arbitration administered by a neutral arbitrator. The arbitration will be conducted in English and, unless we agree otherwise, take place in Fairfax, Virginia (or another location we both agree on).
  - **No Class Actions:** You and EOS One each agree that claims will be brought only in an individual capacity, and not on behalf of any class of people. This means no class actions, no class arbitrations, and no representative collective actions.
  - **No Jury Trial:** If for whatever reason a claim proceeds in court rather than arbitration, both you and we waive any right to a jury trial.
  - **Arbitration Procedure:** The arbitration shall be conducted by a single arbitrator, mutually agreed upon if possible. If we cannot agree, the arbitrator will be selected according to the rules of the chosen arbitration

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- **Exceptions:** Either party may seek injunctive relief or equitable relief in court for intellectual property infringement or misuse.

- **Jurisdiction and Venue:** In the event any litigation is permitted or required by these Terms, you and EOS One agree to the exclusive jurisdiction of the state and federal courts located in Fairfax County, Virginia, or the Eastern District of Virginia (Alexandria Division).
- **Governing Law (International use):** We design EOS One to be compliant with U.S. laws. If you use it from outside the U.S., you're responsible for following the local laws where you are. But the contract between us (these Terms) is still governed by Virginia, USA law.

15. Special Terms for California Residents

(We include this because California law requires certain consumer notices, even though EOS One is typically a B2B service.)

If you are a California resident, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs at 400 R Street, Suite 1080, Sacramento, CA 95814, or by phone at (916) 445-1254 or (800) 952-5210, to resolve a complaint or to receive further information regarding use of our service.

California Civil Code Section 1789.3 requires this disclosure. Also, under California law, California users have certain rights to receive information about our data practices (see Privacy Policy for CCPA disclosures) and to not be subject to certain

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contract terms as consumers. However, if you are using EOS One [illegible] company, these consumer-specific provisions may not apply.

16. Miscellaneous

- **Entire Agreement and Order of Precedence:** These Terms (together with our Privacy Policy, our Data Processing Agreement, and any applicable Master Services Agreement or BAA) constitute the entire agreement between you and EOS One regarding the use of our Products. If there is a conflict between these documents, the following order of precedence applies: (1) any Master Services Agreement or Business Associate Agreement signed by your organization and EOS One; (2) these Terms, including the Data Processing Agreement at Appendix A; (3) our Privacy Policy; (4) our Cookie Policy.
- **Language:** We wrote these Terms in English, and English will be the controlling language in interpreting them. Any translations are for convenience.
- **Severability:** If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by law, and the remaining provisions will continue in full force.
- **No Waiver:** If we don't enforce a provision of these Terms right away, it doesn't mean we're waiving our right to enforce it later.
- **Assignment:** You may not assign or transfer these Terms (or your account or rights to the service) to anyone without our prior written consent.
- **Indemnification:**

  (a) By You. You agree to indemnify, defend, and hold harmless EOS One and our subsidiaries, affiliates, officers, agents, employees, partners, licensors, and licensees from any claim or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of: (i) your use of our

Products in violation of these Terms; (ii) your Content; (iii) your [illegible] law or third-party right; or (iv) your breach of any representa[illegible] these Terms.

(b) By EOS One. EOS One will defend you against any third-party claim alleging that the EOS One platform itself (excluding AI-generated output and any Content you provide) directly infringes a U.S. patent, copyright, or trademark, and will indemnify you for damages finally awarded by a court or agreed in settlement, provided that: (i) you promptly notify EOS One in writing of the claim; (ii) EOS One has sole control of the defense and settlement; and (iii) you reasonably cooperate with EOS One's defense. EOS One's obligations under this subsection (b) do not apply to claims arising from your modification of the platform, use in combination with products not provided or approved by EOS One, AI-generated output, or your Content. EOS One's aggregate liability under subsection (b) is subject to the cap in Section 13(5).

- **Relationship of Parties:** You and we are independent contractors. These Terms do not create any partnership, joint venture, employment, franchise, or agency relationship between us.
- **Force Majeure:** Neither party is liable for any delay or failure in performance caused by events beyond reasonable control, including without limitation acts of God; war, terrorism, riots, or civil unrest; strikes or labor disputes; pandemics; natural disasters; cyber attacks, denial-of-service attacks, ransomware, supply-chain compromises, and zero-day vulnerabilities in third-party software; failures or interruptions of the internet, cloud infrastructure, or telecommunications services; and acts of governmental authority (including orders, sanctions, or directives) affecting the parties, their cloud providers, or telecommunications carriers.
- **Notices:** We may send you notices under these Terms (including legal, technical, or payment-related notices) by email to the address associated with your

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17. How to Contact Us

We're here to help and answer any questions about these Terms or EOS One in general. You can reach us through any of the following channels:

- **Email:** **help@eosone.com**
- **Phone:** **+1877 245 9531**
- **Mail:** Atlas UP, Inc. (d/b/a EOS One), 1100 N Glebe Rd., Suite 1010, Arlington, VA 22201, USA

End of Terms of Service

Appendix A — Data Processing Agreement

The DPA is incorporated by reference into the Terms of Use above and applies to any Personal Data EOS One processes on your behalf.

1. Introduction

*A separate, signed copy of the Data Processing Agreement is available in our Trust Center (**trust.eosone.com**) for customers who require this.*

This Data Processing Agreement ("DPA") forms part of the agreement between Atlas OS, Inc., doing business as EOS One ("EOS One"), and the customer ("Customer") governing Customer's purchase or use of EOS One's products and services (collectively, the "Terms of Use"). By purchasing or using EOS One's products or services, Customer acknowledges and agrees that this DPA is automatically incorporated into the Terms of Use and is legally binding without requiring a separate signature.

This DPA sets forth the parties' obligations when EOS One processes Personal Data (defined below) on behalf of Customer in connection with the Services provided by EOS One under the Terms of Use. It is scoped to the parties' obligations under applicable U.S. Data Protection Laws. In the event of any conflict between this DPA and the Terms of Use regarding data protection or privacy, this DPA will control; however, nothing in this DPA expands EOS One's obligations or liability beyond what is stated in the Terms of Use.

2. Definitions

- **Personal Data:** Any information relating to an identified or identifiable natural person that EOS One processes on Customer's behalf under the Terms of Use, including without limitation "personal information" as defined under the CCPA/CPRA and equivalent terms under other applicable U.S. Data Protection Laws.
- **Data Protection Laws:** All U.S. federal and state laws and regulations relating to data protection, privacy, and security that are applicable to a party's processing of Personal Data under the Terms of Use, including without limitation the California Consumer Privacy Act as amended by the CPRA ("CCPA/CPRA"), the Virginia Consumer Data Protection Act ("VCDPA"), the Colorado Privacy Act ("CPA"), the Utah Consumer Privacy Act ("UCPA"), the Connecticut Data Privacy

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- **Controller:** The entity that determines the purposes and means of processing Personal Data. Here, Customer acts as the Controller (or "Business" under CCPA) of Personal Data.
- **Processor:** The entity that processes Personal Data on behalf of the Controller. Here, EOS One is the Processor (or "Service Provider" under CCPA) of Personal Data.
- **Subprocessor:** Any downstream processor engaged by EOS One to assist in processing Personal Data on Customer's behalf.
- **Data Subject:** The individual to whom the Personal Data relates.
- **Personal Data Breach:** A confirmed breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data processed under this DPA.
- Other capitalized terms in this DPA that are not defined above have the meanings given by the Terms of Use or applicable Data Protection Laws.

3. Roles and Details of Processing

3.1 Roles

Customer is the Controller of Personal Data and EOS One is the Processor that will process Personal Data on behalf of Customer. In the context of the CCPA/CPRA, Customer is a "Business" and EOS One is a "Service Provider." Each party will comply with the obligations applicable to it under Data Protection Laws.

3.2 Purpose and Instructions

3.3 Lawfulness and Responsibility

Customer is responsible for ensuring that it has a valid legal basis for processing the Personal Data and for sharing it with EOS One for the purposes of the Services. Customer will provide only such Personal Data that is necessary for use of the Services and that has been collected and disclosed in compliance with Data Protection Laws applicable to Customer.

3.4 Details of Data Processed

The categories of Data Subjects and types of Personal Data subject to processing under this DPA are determined by Customer's use of the Services. Annex 1 to this DPA provides a more detailed description.

3.5 CCPA/CPRA Restrictions and Certification

- **No Sale or Share.** EOS One shall not sell or share (for cross-context behavioral advertising) any Personal Data.
- **No Combining.** EOS One shall not combine Personal Data obtained in connection with the Services with personal information it receives from its other customers or from EOS One's own interactions, except as necessary to detect security incidents, protect against fraud, or as otherwise expressly permitted by applicable Data Protection Laws.

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- **Retention Limitation.** EOS One shall not retain Personal Data longer than necessary to perform the Services or as otherwise permitted
- **Certification.** EOS One certifies that it understands and will comply with the restrictions of this Section 3.5.

4. EOS One's Obligations as Processor

EOS One agrees to the following for all Personal Data processed on Customer's behalf:

4.1 Process per Instructions

EOS One will process Personal Data only as a service provider/processor on documented instructions from Customer (including those given via Customer's use of the Services and this DPA). EOS One will not use or disclose Personal Data for any purpose other than to provide the Services in accordance with the Terms of Use and Customer's instructions, except as required by law.

4.2 Confidentiality

EOS One will ensure that any personnel or Subprocessors who have access to Personal Data are subject to binding confidentiality obligations.

4.3 Security Measures

EOS One will implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, or disclosure. These measures are described in Section 7 (Security) below.

4.4 Assistance with Data Subject Rights

To the extent required under applicable Data Protection Laws, EOS One will assist Customer in responding to any requests from Data Subjects to exercise their rights. If a Data Subject sends a request directly to EOS One, EOS One will promptly notify Customer and, unless required by law, will not respond to the Data Subject except to direct them to Customer.

4.5 Assistance with Compliance

EOS One will assist Customer in ensuring compliance with Customer's obligations under applicable Data Protection Laws, solely to the extent Customer cannot reasonably be expected to fulfil these obligations on its own and only to the extent the obligation in question arises from a law to which EOS One has agreed in writing to assist.

4.6 Personal Data Breaches

EOS One will notify Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer's Personal Data, in accordance with Section 9 (Data Breach Notification).

4.7 Data Deletion or Return

Upon termination or expiration of the Service, EOS One will, at Customer's choice, delete or return all Personal Data processed on Customer's behalf, in accordance with Section 10.

4.8 Compliance and Audits

EOS One will make available to Customer information reasonably necessary to demonstrate compliance with the obligations set forth in this DPA. Customer agrees to exercise any audit rights in a reasonable and controlled manner, as outlined in Section 8.

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4.9 CCPA Compliance

With respect to Personal Data subject to the CCPA/CPRA, EOS One certifies that it understands and will comply with the restrictions imposed on Service Providers. EOS One shall not retain, use, or disclose Customer's personal information for any purpose other than the specific purpose of performing the Services for Customer, nor outside of the direct business relationship with Customer.

5. Customer's Obligations and Responsibilities

Customer agrees and warrants that:

- **5.1 Compliance and Lawful Use:** Customer will comply with all Data Protection Laws applicable to Customer's processing of Personal Data and its use of the Services. Customer must ensure that it has provided any necessary notices to, and obtained any necessary consents or authorizations from, Data Subjects.
- **5.2 Adequacy of Legal Basis:** Customer confirms that it has established and documented a valid legal basis for all Personal Data that it instructs EOS One to process.
- **5.3 Data Content and Restrictions:** Customer agrees not to upload or share with EOS One any Personal Data that Customer is not legally permitted to process or that falls into special categories of data unless the parties have separately agreed in writing.
  - **HIPAA:** Unless and until Customer and EOS One have executed a separate Business Associate Agreement, Customer will not provide EOS One with any Protected Health Information (as defined under HIPAA).
  - **Children's Data:** The Services are not directed to minors. Customer should not submit personal data of children under the age of 13 (or the applicable age of digital consent) to EOS One unless Customer has obtained verifiable parental consent.

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- **5.4 Data Subject Rights and Notices:** Customer will be responsible for providing any required privacy notices to Data Subjects and for responding to Data Subjects who exercise their rights.
- **5.5 End-User and Third-Party Data:** If Customer provides EOS One with Personal Data relating to any third parties, Customer represents and warrants that it is authorized to do so.
- **5.6 Security and Use of Services:** Customer is responsible for properly configuring and using the Services in a manner that enables Customer to comply with Data Protection Laws.
- **5.7 Authorization to Process:** Customer acknowledges that EOS One is a U.S.-based provider and that use of the Services will involve the processing and storage of Personal Data in the United States. Customer hereby authorizes EOS One to process Personal Data in the United States and in any other location where EOS One or its Subprocessors maintain facilities. Customer is solely responsible for ensuring that it is legally permitted to provide Personal Data to EOS One under the laws applicable to Customer.
- **5.8 Indemnity:** Customer shall indemnify and hold EOS One harmless from any losses, fines, or claims (including reasonable legal fees) incurred by EOS One arising from Customer's breach of this DPA or Customer's violation of Data Protection Laws in the context of the Services.

6. Subprocessors

6.1 Authorization

Customer authorizes EOS One to engage Subprocessors (including EOS One's affiliates and third-party service providers) to process Personal Data on EOS One's behalf in order to provide the Services. EOS One will ensure that each relevant

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Subprocessor is bound by written agreements that impose data [illegible] obligations equivalent in scope to those in this DPA.

6.2 Current Subprocessors and Notification

A list of EOS One's current Subprocessors is available on EOS One's Trust Center (**trust.eosone.com**). EOS One shall notify Customer of any intended addition or replacement of Subprocessors. If Customer has a reasonable objection within 10 days of notice, the parties will discuss in good faith; Customer's sole remedy is to terminate the affected Services with 30 days' written notice.

6.3 Liability for Subprocessors

EOS One will use commercially reasonable care in selecting Subprocessors. EOS One's liability for acts, omissions, or breaches by its Subprocessors shall be limited to the same extent as EOS One's direct liability under the Terms of Use and this DPA.

6.4 Subprocessor Agreements

Upon Customer's request, and subject to obligations of confidentiality, EOS One will provide summary details of the data protection provisions of its agreements with Subprocessors.

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7. Security Measures

EOS One implements and maintains a robust information security program designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. EOS One's security measures include (but are not limited to):

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- **Access Control:** Access to systems that contain Personal Data is limited based on the principle of least privilege and need-to-know basis with role-based access controls, unique user IDs, and multi-factor authentication for administrative access.
- **Physical Security:** For servers and data centers under EOS One's control, EOS One maintains physical security measures such as secured facilities and access controls. Third-party hosting providers are vetted for robust physical security.
- **Network and System Security:** EOS One protects its network with firewalls and intrusion detection. Network communications containing Personal Data are encrypted in transit (TLS/SSL).
- **Encryption and Pseudonymization:** EOS One uses encryption to protect Personal Data, both in transit and at rest where appropriate.
- **Operational Security & Integrity:** Regular vulnerability scans and penetration tests are conducted. Logging and monitoring are in place to track access to Personal Data.
- **Personnel Training and Accountability:** EOS One trains its personnel on security and privacy practices at onboarding and through periodic refreshers.
- **Data Minimization and Retention:** EOS One retains Personal Data only as long as instructed by Customer or as required for the Services and this DPA.
- **Business Continuity and Disaster Recovery:** EOS One maintains backup systems and disaster recovery plans.
- **Incident Response:** EOS One has an incident response plan addressing the steps to be taken in the event of a security incident or Personal Data Breach.

EOS One will regularly evaluate and adapt these security measures. EOS One may update or modify its security measures from time to time, provided that such updates do not result in a material reduction of the protection provided for Personal Data.

8.1 Documentation and Reports

EOS One will maintain documentation of its compliance with the obligations under this DPA. Upon Customer's reasonable request, EOS One will provide relevant documentation or certifications (such as SOC 2 reports or summary results of penetration tests) sufficient to evidence EOS One's implementation of this DPA.

8.2 Customer Audits

Upon Customer's written request, no more than once in any twelve (12) month period, EOS One will make available its then-current SOC 2 Type II report (or successor audit report) for Customer's review, subject to Customer's agreement to reasonable confidentiality obligations. EOS One operates as a fully remote company and does not maintain a physical facility in connection with its provision of the Products; accordingly, EOS One does not offer on-site facility audits.

8.3 Alternative Evidence

If Customer has a specific legal or regulatory obligation that cannot be satisfied by EOS One's SOC 2 report, EOS One will reasonably cooperate with Customer through a written information security questionnaire or a mutually scheduled review of relevant documentation, in lieu of an on-site audit.

8.4 Audit Findings and Remediation

Customer will promptly notify EOS One of any non-compliance discovered during an audit. EOS One will take reasonable steps to address any confirmed material

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vulnerabilities or gaps. Any findings shared with Customer shall be considered EOS One Confidential Information.

9. Data Breach Notification

9.1 Notification to Customer

In the event EOS One becomes aware of a Personal Data Breach affecting Customer's Personal Data, EOS One will notify Customer without undue delay, in accordance with applicable Data Protection Laws.

9.2 Content of Notification

EOS One's breach notification will include, to the extent available, a description of the nature of the breach, likely consequences, measures taken or proposed to address the breach, and a point of contact at EOS One.

9.3 Mitigation and Recovery

EOS One will take steps to contain, mitigate, and remedy the Personal Data Breach. EOS One will cooperate with Customer's reasonable requests for additional information.

9.4 Coordination and Cooperation

Customer is responsible for determining whether the Personal Data Breach is required to be reported to any supervisory authority, Data Subject, or other third party under Data Protection Laws applicable to Customer.

9.5 Breach Notifications to Authorities/Individuals

Data Breach. EOS One's notification of a Personal Data Breach to Customer shall not be construed as an admission by EOS One of any fault or liability.

9.6 Record-Keeping

EOS One will keep a record of Personal Data Breaches relating to Customer's Personal Data.

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10. Return and Deletion of Data

10.1 Return or Deletion at End of Contract

Upon termination or expiration of the Service, or upon Customer's written request at any time, EOS One will within 30 days securely delete or return to Customer (at Customer's election) all Personal Data that EOS One processes on Customer's behalf.

10.2 Permissible Retention

EOS One is permitted to retain Personal Data after termination of the Services to the extent required by applicable law or regulation, or as strictly necessary for legitimate business purposes such as record-keeping, auditing, or to defend legal claims. Such retained data will remain protected under this DPA.

10.3 Certification of Deletion

Upon Customer's request, EOS One will certify in writing that it has complied with the obligations of deletion or return.

10.4 Customer's Retrieval

It is Customer's responsibility to use the available tools to retrieve or export Personal Data from the Services prior to termination if Customer desires to retain a copy of such data.

10.5 Anonymized Data

If EOS One has derived any aggregated or anonymized data from Customer's Personal Data that cannot identify any individual or Customer, EOS One may retain and use such derived data for legitimate business purposes.

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11. No Warranties and Certifications

11.1 No Additional Warranties

Except as expressly provided in the Terms of Use or this DPA, EOS One makes no representations or warranties of any kind, whether express or implied, with respect to the processing of Personal Data or the performance of its obligations under this DPA. All Services and deliverables are provided "as is" and "as available."

11.2 Security and Limitations

Customer acknowledges that no service can be guaranteed to be 100% secure or error-free. EOS One does not warrant or guarantee that Personal Data will never be subject to unauthorized access or disclosure.

11.3 Regulatory Compliance

Customer understands that EOS One is not providing legal or regulatory advice. EOS One makes no warranty or representation that the Services will guarantee

Customer's compliance with any Data Protection Laws or other l[illegible] Customer's business.

11.4 Limitation

Nothing in this Section 11 reduces EOS One's obligations expressly stated in this DPA.

12. Liability

12.1 Liability Cap

The total liability of each party arising out of or related to this DPA is subject to the Limitation of Liability section of the Terms of Use. To the maximum extent permitted by law, EOS One's total aggregate liability shall not exceed the total fees paid or payable by Customer to EOS One for the Services in the twelve (12) months immediately preceding the event giving rise to the liability.

12.2 Exclusion of Certain Damages

To the fullest extent permitted by law, neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, goodwill, business opportunity, or data, arising out of or in connection with this DPA or the Services.

12.3 Clarifications

Nothing in the Terms of Use or this DPA shall limit or exclude liability that cannot be limited or excluded under applicable law.

12.4 Integration with EOS One Terms of Service

The parties agree that all limitations of liability, exclusions of damages, and dispute-resolution provisions in EOS One's Terms of Use (available at **eosone.com/terms-and-conditions**) govern any claim arising out of or related to this DPA, unless this DPA expressly provides otherwise.

13. Indemnification

13.1 Customer's Indemnity

Customer shall indemnify, defend, and hold harmless EOS One, its Affiliates, and their respective officers, directors, employees, and agents (the "EOS One Indemnified Parties") from and against any and all losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) that the EOS One Indemnified Parties incur or suffer as a result of any third-party claim arising out of or relating to: (a) Customer's breach of this DPA or the Terms of Use; (b) Customer's violation of Data Protection Laws in connection with the Personal Data or the Services; or (c) Customer's instructions to EOS One or Customer's use of the Services to the extent such instructions or use violate Data Protection Laws.

13.2 Procedure

EOS One will promptly notify Customer in writing of any claim or proceeding for which it seeks indemnification. Customer may assume control of the defense and settlement of the claim with counsel reasonably acceptable to EOS One.

13.3 Exclusive Remedy

The indemnity provided in this Section 13 is the sole and exclusive remedy of EOS One (and the sole obligation of Customer) for any claim or liability described in

Section 13.1, subject to any limitations of liability in Section 12.

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14. General Provisions

14.1 Term and Termination

This DPA is effective for the duration of the Terms of Use and shall automatically terminate upon deletion or return of all Personal Data.

14.2 Scope; Relationship to Terms of Use

This DPA is incorporated into and forms part of the Terms of Use. Except for the terms specifically modified by this DPA, all other terms of the Terms of Use remain unchanged and in full force. This DPA does not expand or increase the liability of either party beyond what is provided in the Terms of Use.

14.3 Governing Law and Jurisdiction

This DPA shall be governed by and construed in accordance with the same law that governs the Terms of Use (the Commonwealth of Virginia, USA). Any disputes arising from or in connection with this DPA shall be subject to the dispute resolution and jurisdiction terms of the Terms of Use.

14.4 Changes in Law

The parties agree to negotiate in good faith any modifications to this DPA that may be required to comply with changes in U.S. Data Protection Laws. EOS One may update the terms of this DPA as required by changes in law or for legitimate business reasons, by providing at least 30 days' written notice to Customer.

14.5 Severability

If any provision of this DPA is found to be invalid or unenforceable, that provision will be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remainder of this DPA shall remain in full force and effect.

14.6 HIPAA

The Services are not designed to process Protected Health Information ("PHI") as defined by HIPAA. Customer shall not transmit PHI to EOS One unless and until the parties execute EOS One's standard Business Associate Agreement ("BAA").

14.7 Entire Agreement; Waiver

This DPA (including its Annexes) and the Terms of Use constitute the entire agreement between Customer and EOS One with respect to Personal Data processing.

14.8 Assignment

This DPA may not be assigned or transferred by Customer without the prior written consent of EOS One, except in connection with a permitted assignment of the Terms of Use.

14.9 Third-Party Beneficiaries

Except as expressly provided herein, there are no third-party beneficiaries to this DPA.

14.10 Signatures; Counterparts

The parties may execute this DPA in counterparts. A signed copy delivered electronically shall have the same legal effect as an original.

(End of Appendix A)

Annex 1 — Details of Data Processing

A. List of Parties

- **Data Exporter (Controller):** Customer, including its name and address as set forth in the Terms of Use. The Data Exporter is the Controller/Business that determines the purposes of processing.
- **Data Importer (Processor):** Atlas UP, Inc., doing business as EOS One, 1100 N Glebe Rd., Suite 1010, Arlington, VA 22201, USA. EOS One processes Personal Data on behalf of Customer as described in the Terms of Use.

B. Description of Processing

- **Categories of Data Subjects:** Data Subjects include individuals about whom Personal Data is submitted to or stored in the Services by Customer or its end-users. These may include Customer's customers or clients; Customer's employees, agents, contractors, or job applicants; members of Customer's organization; and other individuals whose data Customer decides to use with EOS One.
- **Types of Personal Data:** Personal Data processed may include identification and contact data (e.g., names, email addresses, phone numbers, physical address, titles, department, company name); account credentials; professional or employment information; any content or documents uploaded by Customer that may contain personal information; and IT information (IP addresses, device identifiers, usage logs).
- **Special Category or Sensitive Data:** EOS One does not require or request any special categories of Personal Data or sensitive personal information for the

normal use of the Services. Any processing of such data is wholly determined by Customer.

- **Purpose of Processing:** EOS One will process Personal Data solely for the purpose of providing the Services to Customer under the Terms of Use, including operating, managing, securing, and improving the Services.
- **Duration of Processing:** EOS One will process Personal Data for the duration of the Service. All Personal Data will be deleted or returned to Customer at the end of the provision of Services, as described in Section 10 of the DPA.

C. Subprocessor List

EOS One uses a limited number of third-party Subprocessors to assist in delivering the Services. An up-to-date list of Subprocessors can be found on EOS One's Trust Center located at **trust.eosone.com**.

Each Subprocessor only has access to Personal Data to the extent necessary to perform the services EOS One has hired them for and is prohibited from using it for any other purpose. Customer consents to EOS One's use of these Subprocessors as of the Effective Date.

D. Data Location

EOS One is headquartered in the United States and processes Personal Data in the United States. EOS One and its Subprocessors may, in the course of providing the Services, also process Personal Data in other locations where EOS One or its Subprocessors maintain facilities.

Local Storage. EOS One may offer regional hosting options upon Customer's request. If Customer selects a specific region for data hosting, EOS One will use commercially reasonable efforts to honor that selection, subject to access by EOS One personnel in the U.S. or other locations for support or administration as necessary.

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Additional Safeguards. EOS One maintains the security measures described in this DPA and will not disclose Personal Data to government authorities except as permitted by U.S. law. EOS One will notify Customer (where legally permitted) of any government access request directed at Customer's Personal Data.

E. Contact Information for Data Protection Inquiries

- **Customer Contact:** (Customer to insert contact details of its data protection officer or primary privacy contact.)
- **EOS One Contact:** Compliance Officer, Email: **help@eosone.com**. Mailing Address: Atlas UP, Inc. (d/b/a EOS One), Attn: Compliance Officer, 1100 N Glebe Rd., Suite 1010, Arlington, VA 22201, USA.

(End of Annex 1)