



# Subscriber Agreement

## for MEF OIT Service

All rights reserved by Amartus Ltd.

## 1. Definitions

For the purposes of this Agreement:

1. **Amartus** – Amartus Limited with headquarter located at 4/5 Burton Hall Road, Sandyford Industrial Estate, Sandyford, Dublin 18, Ireland;
2. **Amartus Email Address** – [mef-oit@amartus.com](mailto:mef-oit@amartus.com);
3. **Authorized Email Address** – Subscriber’s email address associated by the Subscriber with the Service;
4. **Confidential Information** - all and any information given in writing, orally, by electronic data transmission or by any other means transferred by either party, regardless of whether the information is marked as proprietary or confidential; such information shall include, but is not be limited to, any information related to the Service or the disclosing party’s business, operations, processes, plans, product information, know-how, trade secrets, software, rules and concepts, documentation, customers or business affairs;
5. **Configurable Elements** – elements of Service that are designed and indicated by Amartus to be configured to better model some aspect of the inter-provider trade (e.g. the buyer, the seller which may include their backend systems, the product offering configurations, product packages etc.);
6. **Content** – any information or data, including Personal Data, that is processed in connection with Service;
7. **Derivative Work** – any work that is based upon the Service, including part of Service, such as a revision, modification, translation, enhancement, compilation, abridgement, condensation, expansion, or any other form in which such preexisting work may be recast, transformed, or adapted;
8. **Description of Service** – information about the Service provided at [Description URL](#) including the support services that are provided according to [Support URL](#);
9. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
10. **Personal Data** – personal data within the meaning of Article 4(1) of the GDPR whose controller or data processor in the light of GDPR is Subscriber;
11. **Price List** – remuneration that shall be paid, that is described in the Customer Portal;
12. **Service** – Customer Portal and/or Testing Services and/or support services as provided according to [Support URL](#);
13. **Subscriber** – a MEF Member that is a member in good standing within the meaning of the bylaws of the MEF Forum, a California non-profit mutual benefit corporation, as indicated at: <https://www.mef.net/mef-bylaws>;
14. **Subscriber Personal Data** – data described in annex 1 of the Amartus DPA, available at [DPA URL](#) and any other Personal Data Processed by Amartus or on behalf of the Subscriber pursuant to this Agreement;
15. **Testing Services** – services that may be ordered by the Subscriber with the use of Customer Portal and which can be accessed at the specific URL sent to the Authorized Email Address.
16. **Customer Portal** – <https://mef-oit.amartus.com>
17. **Support Portal** – <https://mef-oit.atlassian.net/servicedesk/customer/portals>
18. **Agreement URL** – <https://mef-oit.amartus.com/SubscriberAgreement-OIT.pdf>
19. **DPA URL** – <https://mef-oit.amartus.com/DPA.pdf>
20. **Description URL** – <https://mef-oit.amartus.com/Description.pdf>
21. **Support URL** – <https://mef-oit.amartus.com/Support.pdf>

## 2. General provisions

1. This Agreement defines the rules of provision of Service and use of Service by Subscriber. This Agreement takes effect when the person clicks the “I accept” button or similar in the registration form indicated in clause 2.7. Agreement remains in force until terminated.
2. The Parties acknowledge and agree that any terms and conditions of any purchase order, sales acknowledgement or other document submitted to the other party, if they are not explicitly indicated in this Agreement, shall be of no force or effect.
3. Rights concerning the Service are reserved and protected by copyright laws and treaties around the world. No license under patents, copyrights, or any other intellectual property right is granted, transferred or assigned by Amartus, or shall be implied with respect to any transactions contemplated under this Agreement.
4. Derivative Work shall be not created without Amartus prior written authorization. Creation of Derivative Work and undertaking any other activities with regard to Derivative Work that is not compliant with this Agreement would constitute a patent, copyright or trade secret infringement or would otherwise constitute an unauthorized use of Amartus’s confidential information. Hereby Amartus grants authorization to create Derivative Works on the basis of modifications to Configurable Elements only.
5. In the event Derivative Work is created, Amartus shall own all right, title, and interest in and to such Derivative Work. If, under the operation of local law or otherwise, Subscriber or third party comes to have any rights associated with such Derivative Work, all such rights shall be automatically assigned by Subscriber or third party to Amartus for no additional consideration. Subscriber or third party shall not use Derivative Work for economic purposes; Subscriber or third party especially shall not license, transfer or assign any rights to Derivative Work to other entity than Amartus as mentioned in this clause. However, Subscriber is allowed to use Derivative Work created in accordance with this Agreement for its internal purposes.
6. In order to use the Service, Subscriber shall be a member in good standing within the meaning of bylaws of MEF Forum, a California non-profit mutual benefit corporation, as indicated at: <https://www.mef.net/mef-bylaws/> , throughout the whole period of this Agreement.
7. Registration to the Service is carried out via an on-line registration form found at the Customer Portal.
8. In order to register, Subscriber shall provide required data in the registration form mentioned in clause 2.7, including an Authorized Email Address. Providing incomplete, incorrect or false data may prevent from registration and using Service.
9. Amartus reserves the right to review the correctness of data provided in the registration form, especially by requesting specific data from Subscriber. If Subscriber does not meet requirements for Subscriber, Amartus is allowed to prevent Subscriber from using Service.
10. Acceptance of the Agreement means in particular that:
  - a. any person acting on behalf of the Subscriber is duly authorized to represent the Subscriber,
  - b. the Subscriber takes responsibility for use of the Service,
  - c. the data provided in the registration form is correct.
11. From the date of the successful registration as indicated in clause 2.7-2.9, the Customer Portal allows the Subscriber to order Testing Services. Testing Services shall be provided from the date on which Amartus sends the specific URL to the Authorized Email Address till the time indicated in the Customer Portal.
12. Each person concluding this Agreement hereby represents and warrants that he or she has the authority to bind the Subscriber on behalf of which he or she has accepted the Agreement.

13. Subscriber shall use the Service for its own benefit only. The Subscriber cannot resell, reproduce, duplicate, copy, sell, transfer, trade, re-provision, redistribute, or rent the Service, any portion of the Service, use of the Service, or access to the Service.

### 3. Use of Service

1. The Subscriber shall comply with the Agreement and all laws, rules and regulations applicable to the Subscriber's use of the Service, including any laws applicable to the Subscriber or the Subscriber's industry.
2. It shall be prohibited to use with regard to the Service any Content which Amartus objectively deems inappropriate, including Content that:
  - a. is unethical or misleading,
  - b. is offensive or threatens the privacy of persons,
  - c. refers to illegal activities or incitement to illegal conduct in violation of applicable law, especially which infringes copyrights of third parties, brands, patents or other rights owned by third parties,
  - d. represents harmful conduct or fraud that may lead to legal proceedings against Amartus, MEF or any other third party.
3. The Subscriber shall not:
  - a. undertake any action to undermine the integrity systems, network, software application or computing devices used in connection with the Service or any other client, nor gain unauthorized access to any system,
  - b. breach any security or authentication measures used in connection with the Service, or probe, test, or scan the vulnerability of the Service, or any part of it,
  - c. engage in any behavior that may interfere with the proper functioning of the Service,
  - d. attempt to modify, distribute, alter, tamper with, repair, reverse engineer, disassemble, decompile or apply any other process or procedure to derive the source code of any software included in Service, or create derivative works of any data included in the Service,
  - e. use the Service in any manner contrary to the intended purpose of the Service.
  - f. disclose any Confidential Information in the way that violates section 8

### 4. Amartus obligations

1. Amartus shall render the Service for the benefit of the Subscriber only. Rendering the Service means providing by Amartus the access to the Service. The Subscriber shall undertake all activities that are necessary to use the Service. However, the Subscriber may delegate responsibility for some or all of these activities to a third party, provided always that it is for the benefit of the Subscriber. The details of the Service are indicated in Description of Service, found at [Description URL](#).
2. Amartus shall comply with laws applicable to the provision of Service. Amartus shall not comply with any laws applicable to the Subscriber or the Subscriber's industry that are not applicable to IT service providers.
3. The Subscriber hereby agrees that the Service may be provided with the engagement of subcontractors. Amartus indicates, that part of Service is currently provided by Amazon Web Services EMEA SARL (38 Avenue John F. Kennedy, L-1855, Luxembourg) which is subject to AWS Customer Agreement Terms, which can be viewed at <https://aws.amazon.com/agreement>. Subscriber acknowledges to have taken notice thereof and to accept the same without reservation. Amartus shall have no liability whatsoever for any damages or any other consequences that may incur as a result of the unavailability or malfunctioning of services provided by Amazon Web Services EMEA SARL due to their non- or improper performance.

4. In relation to any part of Service, Amartus shall not be subject to any general monitoring obligation. Amartus shall not control or monitor the conduct or the actions put in place by the Subscriber. Therefore, Amartus shall not control or monitor the Content.
5. Amartus may change or remove any functionality of Service or subcontractors used to deliver the Service at any time. Amartus may notify in writing the Subscriber of any material change or removal of any functionality; Subscriber is allowed to submit complaint in such case according to section 11. Amartus bears no liability in the event of such change or removal.
6. In order to maintain performance and security of Service, Amartus performs a scheduled maintenance. During such a scheduled maintenance, the Service may be completely or partially unavailable to the Subscriber. The scheduled maintenance will take place at the date and time agreed in writing with the Subscriber.
7. Following the date of Service termination, Amartus shall delete any Content, including any cached or back-up copies, within 6 months. The Subscriber agrees that Amartus has no additional obligation to continue to hold, export or return Content. Prior to this, the Subscriber may, at its own discretion, download a copy of all the Content. Details of deletion of Content are given in Amartus DPA found at [DPA URL](#).

#### **5. Subscriber's obligations**

1. The Subscriber shall pay remuneration in accordance with this Agreement.
2. The Subscriber shall be liable and responsible for activities that occur under the Subscriber's account in the Service.
3. The Subscriber shall maintain the confidentiality of all information associated with the use of the Service according to section 8. The Subscriber shall take appropriate actions to secure and protect access to Service.
4. The Subscriber shall notify Amartus about any possible misuse of the Service or authentication credentials and of any security incident related to the Service.

#### **6. Payments**

1. The Subscriber shall pay Amartus the remuneration for Testing Services as described in the Price List shown in [Customer Portal](#). Registration indicated in clause 2.7-2.9 is free of charge.
2. In addition to the clause 13.4, Amartus may unilaterally increase or add new fees, without necessity conclude amendment to this Agreement, by giving at least 30 days prior notice in writing. If the remuneration that shall be paid by Subscriber is based on use of Testing Services annually, then increase or new fees concerning such Testing Services shall be applicable after the end of that period.
3. All amounts payable under the Agreement shall be paid without set-off or counterclaim and without any deduction or withholding.
4. All fees are exclusive of indirect taxes, levy or similar government charges that may be assessed by any jurisdiction. The Subscriber will pay all applicable indirect taxes that Amartus is legally obliged or authorized to collect from the Subscriber. If, under applicable law, the Subscriber is required to withhold any tax on payment, then the amount of the payment will be automatically increased to totally offset such tax, so that the amount actually remitted, net of all taxes, equals the amount invoiced.
5. If the Subscriber delays payment of applicable fees, the Subscriber is obliged to pay late payment interest rates according to the applicable law.

#### **7. Privacy and security**

1. Content shall be used by Amartus only to provide or maintain the Service and as necessary to comply with the law or a binding order of a government body.
2. Amartus shall treat Personal Data in accordance with the Agreement, including data processing agreement provided as shown in [DPA URL](#).
3. The Subscriber shall have all the necessary consents to enable Amartus to process Personal Data the Subscriber is willing to use with regard to the Service.
4. The Subscriber is responsible for safe and secure access and use of Service and Content. The Subscriber acknowledges that Amartus shall be not liable if the Subscriber's access and use is not safe and secure, including access and use from a public WLAN or Subscriber's environment that is not configured in a secure and safe manner.

## 8. Confidentiality

1. In respect of the Confidential Information that is disclosed with regard to this Agreement, the receiving party shall:
  - a. keep the Confidential Information strictly confidential and secret,
  - b. make use of the Confidential Information only for the purpose of the Agreement,
  - c. not disclose any Confidential Information to any third party without prior written consent from the other party.
2. It shall be expressly agreed that Amartus is allowed to disclose the Confidential Information to its subcontractors.
3. The obligations indicated in clause 1 above do not apply if:
  - a. Confidential Information was publicly available when disclosed or thereafter become publicly available by the disclosure thereof without breach of any of the provisions of Agreement,
  - b. Confidential Information was in possession of the receiving party without obligation of confidentiality and not acquired directly or indirectly from the disclosing party,
  - c. Confidential Information was legally obtained from a source other than the disclosing party without obligation of confidentiality and where such a source is in lawful possession of the said information,
  - d. Confidential Information was developed by the other party independently without any breach of the Agreement hereof and without the use of the Confidential Information received from the disclosing party,
  - e. Confidential Information is subject of an obligation to be disclosed by law or any regulatory or government authority.

## 9. Liability

1. In no event shall either party be liable to the other for special, indirect, punitive or consequential damages, wasted expenditures or for any loss of profits relating to the obligations set forth in this Agreement.
2. Total aggregate liability of Amartus with regard to this Agreement shall not exceed the lesser of \$1,000 or the remuneration paid by the Subscriber within the first 12 months when Agreement is in force. The limitations in this section 9 do not apply to liability for death or personal injury caused by Amartus gross negligence, fraud or fraudulent misrepresentation or any other liability which may not be limited or excluded by law.
3. Amartus shall be not liable if:
  - a. inability to use the Service is a result of maintenance, suspension, change or removal any part of the Service,
  - b. there was unauthorized access Service that led to alteration, deletion, destruction, damage, loss, or failure to store Content,

- c. an event is caused by an Internet access problem or related problems beyond the demarcation point of Service,
  - d. Subscriber fails to adhere to any required configurations for the use of the Service or inputs bad data,
  - e. there was illegal or unlawful use of the Service,
  - f. service provided to the Subscriber is marked by Amartus as a “beta version” or “trial version” of the Service.
4. The Subscriber shall indemnify and hold Amartus harmless and its affiliates and their respective employees, staff, subcontractors, customers and third parties from all claims and defend every claim in relation to the non- or improper performance of Agreement at the Subscriber’s sole expense. The Subscriber shall have the right to settle any claim only with the prior written consent of Amartus. Amartus shall notify the Subscriber about every claim in relation to the Subscriber without undue delay.
5. Service is provided to the Subscriber “as is” and Amartus gives no warranty of any kind in relation to the Service and additional services or works indicated in section 12. However, the Service is provided with specific parameters (SLA) as provided in the Description of Service.
6. Amartus gives no express or implied warranties including, but not limited to, express or implied warranties (or any terms, conditions, representations, undertakings or warranties which might otherwise be implied by statute, common law or the law of equity) of completeness, satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, and accuracy regarding the Service.
7. Neither party shall be liable to the other party for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control including, without limitation, power or telecommunication interruptions, civil disturbances, fires, acts of God, compliance with any regulation or requirement of any governmental body or agency.

#### **10. Termination and suspension**

1. Either party may terminate the Agreement only in the following situations:
  - a. in case of breach of this Agreement and if breach is not curable or was not cured by the party in forty five (45) days upon delivery of notice in writing from the other party about breach of this Agreement, the other party may terminate the Agreement with 30-days notice period,
  - b. in case of material breach of the Agreement by the party, the other party may terminate the Agreement without notice period.
2. Either party may terminate this Agreement without any reason with 6-months’ notice period.
3. Amartus may terminate the Agreement without notice period, in case of termination of “Onboarding and interop test partner agreement” between Amartus and MEF Forum, a California non-profit mutual benefit corporation.
4. Termination notice under this Agreement shall be in writing sent to Authorized Email Address or Amartus Email Address, otherwise null and void.
5. Amartus may suspend part or whole Service if:
  - a. the Subscriber’s use of the Service poses a security risk to the Service or Subscriber’s use of the Service could adversely impact systems or data of Amartus, its subcontractors or any Amartus client,

- b. in case of lack of payment of any part of due remuneration – if Amartus sends notification in writing to the Subscriber about due payment and Subscriber does not pay the due payment within 30 days from receipt of notification.
6. If Amartus suspends part or whole Service:
  - a. the Subscriber remains responsible for all fees incurred during the period of suspension as if the Service had been provided,
  - b. the Subscriber will not be entitled to any kind of compensation and suspension will be not considered as non-performance or improper performance of the Agreement, taking into consideration that it will result from circumstances for which only the Subscriber bears the responsibilities.

### 11. Complaints procedure

1. Complaints concerning the Service may be submitted to the Amartus Email Address.
2. The complaint shall include:
  - a. the name of the Subscriber,
  - b. email address,
  - c. telephone number,
  - d. precise description of any irregularities in the provision of the Service and the date of occurrence and duration of the irregularities indicated or invoice number, the date of its issuance and the irregularity found in the invoice.
3. A complaint shall be submitted within a month from the date when the Service was improperly rendered or from the date of delivery of the invoice which contains irregularity.
4. Amartus shall consider complaints and provide the Subscriber with response within 30 days from the date of receiving the complaint from the Subscriber, unless the Subscriber does not describe the subject of the complaint in a manner as provided in this Agreement. In this case, the period for considering the complaint begins on the day when the Subscriber provides the missing information.
5. In complicated cases, the period referred to in clause 4 above may be extended to 45 days.

### 12. Additional services

1. As indicated in clause 4.1, the Subscriber shall undertake all activities that are necessary to use the Service. However, the Subscriber may assign Amartus with operating the Service on behalf of the Subscriber according to the separate agreement.
2. Provided that the Subscriber is allowed to create Derivative Works based on modifications to the Configurable Elements, the Parties may separately agree in writing on Subscriber's right to disclose Derivative Works to specific, single entity; the template for such agreement between the Parties is provided in Annex 1.

### 13. Miscellaneous

1. The Subscriber shall not assign or otherwise transfer any rights and obligations under the Agreement without prior written consent of Amartus. Amartus may assign any rights and obligations under the Agreement without the Subscriber's consent to any entity, especially in case of merger, acquisition, consolidation or similar transaction or to any purchaser of all or part of Amartus assets or to any similar successor.
2. Parties agree that Agreement is governed by the laws of Ireland. The parties agree that all disputes shall be resolved exclusively by court in Dublin, Ireland.
3. The Subscriber shall not imply any relationship or affiliation between Amartus and the Subscriber. The Subscriber shall not misrepresent or embellish the relationship between the Subscriber and Amartus, including by expressing or implying that Amartus supports, sponsors, endorses, or contributes to the Subscriber or the Subscriber's business endeavors.



4. Amartus may, at any time, modify any information on website to which reference is made in Agreement. However, Amartus may provide at least 30 days' advance notice for such changes to Agreement. By continuing to use the Service after the effective date of any modifications to Agreement, the Subscriber agrees to be bound by the modified Agreement.
5. All amendments to the Agreement proposed by the Subscriber require prior written consent of Amartus otherwise null and void.
6. Any communication between Subscriber and Amartus shall be done in English.
7. If this Agreement indicates that activity shall be done in writing or in written form, such activity may be done by sending by Amartus information to Authorized Email Address.
8. This Agreement constitute the entire agreement between Subscriber and Amartus, supersedes and replaces any prior or contemporaneous communications, understanding, representations or agreements between the Parties, whether oral or written and sets forth the entire complete and exclusive agreement and understanding between the Parties relating to the subject matter hereof.
9. If any provision in Agreement is found to be illegal or invalid, that clause shall be deemed removed and the remainder shall be unaffected. The parties shall endeavor to agree an alternative clause having like effect, as a substitute for the provision that has been removed.

## **Annex 1**

### **Categories of Data Subjects and type of Personal Data**

1. Type of Personal Data covered by this data processing agreement:
  - a. name
  - b. email address
  - c. postal address
  - d. phone number
  - e. phone number extension
2. Categories of Data Subjects covered by this data processing agreement:
  - a. users of the Service
3. persons who are involved in the accounting process

## **Annex 2**

### **Technical and organizational measures**

Taking into account the state of the art, nature, scope, and purposes of processing of personal data as well as the risk of infringements of rights and freedoms of natural persons, the data processor implements appropriate technical and organizational measures to ensure level of security appropriate to the risk levels for systems used and data categories. Therefore the data processor shall apply technical and organizational measures that ensure confidentiality, integrity, accountability and continuity of processed data. Such measures shall include:

1. Making sure that only the persons who hold appropriate authorisations have access to the premises in which personal data is processed. Other persons may be present in the premises where data is processed only in the company of an authorised person;
2. Locking of the premises being the data processing area for the time the employees are absent, in a manner preventing third party access;
3. Use of locked cabinets and safes for document protection;
4. Use of a paper shredder to effectively dispose of documents containing personal data;
5. Protect the local area network against any actions initiated from the outside with the use of firewall hardware and software;
6. Making backup files;
7. Protection of the hardware used at the data processor's against malware;
8. Securing access to the company's equipment with passwords;
9. Use of data encryption to transmit data;
10. Use of data encryption in the drives of the computers in which personal data may be stored.

### Annex 3

#### Form of MEF LSO Sonata API OIT Partner Agreement

**PARTNER AGREEMENT ID**   
made as of the  day of , 202

Notwithstanding the Subscriber Agreement, especially clauses 2.4-2.5, the Subscriber is hereby permitted to disclose Derivative Works based on modifications to the Action Rules, Webhooks and/or Products with entity listed below. For avoidance of doubt parties indicate, that if the Subscriber Agreement is terminated for any reason, then this Annex is also terminated. Partner must be member of MEF in good standing throughout the period listed below.

Entity: \_\_\_\_\_

Period when disclosure can take place: \_\_\_\_\_

Signed on behalf of Amartus Limited: \_\_\_\_\_