

Master Subscription Agreement (MSA) — 2 pages

Parties. This Master Subscription Agreement (“MSA”) is between **EcoNexus Systems OÜ** (trading as “**One World Lingo**”, “**OWL**”, “**Provider**”, “**we**”, “**us**”) and the customer identified in an **Order Form** (“**Customer**”, “**you**”). The MSA governs access to and use of the services described in the Order Form (the “**Service**”).

1. Order Forms. Each Order Form describes the plan, **Region Option** (EU-only (Strict) or Global), term, fees, and any special terms. An Order Form incorporates this MSA and the **Data Processing Addendum (DPA)**.

2. Access & Use. We grant Customer a non-exclusive, non-transferable subscription to access the Service during the Term for Customer’s internal business purposes, in accordance with this MSA, the Order Form, and the **Acceptable Use** rules posted on our site.

3. Region Option (Routing).

a) **EU-only (Strict):** We route **transcription** in EU regions (Microsoft Azure) and **translation** via DeepL; we aim to process only in the EEA/UK. If limited operational telemetry leaves the EEA/UK (e.g., CDN/logs or payment processing), it is covered by SCCs under the DPA.

b) **Global:** We may route **transcription** via OpenAI and **translation** via DeepL across global infrastructure; cross-border transfers are covered by SCCs under the DPA.

c) Customer selects the Region Option in the Order Form. We will keep routing consistent with that choice.

4. Customer Content. Customer and its users provide audio, documents, text, and related data (“**Customer Content**”). Customer retains all rights to Customer Content. Customer is responsible for obtaining all necessary rights and complying with applicable laws.

5. Output. The Service may generate text or translated files (“**Output**”). Subject to this MSA, we assign to Customer our rights in the Output as permitted by applicable law. We may use de-identified, aggregated operational metrics to maintain and improve the Service (not for advertising).

6. Sub-processors. We use reputable sub-processors to deliver the Service (listed in the DPA Annex III and on our public sub-processor page). We remain responsible for sub-processors’ performance.

7. Security & Data Protection. We implement appropriate technical and organizational measures described in the DPA. **The DPA forms part of this MSA** and governs processing of personal data.

8. Support; Service Levels. Standard web support during business hours (response targets, not guarantees). Availability is on a commercially reasonable basis; we may conduct maintenance with reasonable notice.

9. Fees; Taxes. Fees are stated in the Order Form and/or charged via **Stripe** Checkout/Invoice. Fees are non-cancelable and non-refundable except as expressly provided. Prices exclude taxes; Customer is responsible for applicable taxes. Late payments may be suspended upon notice.

10. Term; Termination. The MSA starts on the effective date of the first Order Form and continues until all subscriptions expire or terminate. Either party may terminate an Order Form for material breach not cured within 30 days of notice. Upon termination/expiration, we will disable access; upon request, we will delete or return Customer Content as described in the DPA.

11. IP & Feedback. Except for the subscription rights granted, we retain all right, title, and interest in the Service and underlying IP. Customer grants us a royalty-free, worldwide license to use feedback to improve the Service.

12. Confidentiality. Each party will protect the other's confidential information with reasonable care and use it only to perform under this MSA. Confidentiality obligations survive 3 years (trade secrets for so long as legally protected).

13. Warranties & Disclaimers. We warrant we will provide the Service with reasonable care and skill. **Except as stated, the Service is provided "as is", without warranties of merchantability, fitness for a particular purpose, or non-infringement.** We do not warrant uninterrupted or error-free operation or specific accuracy levels.

14. Indemnity (Customer Content). Customer will defend and indemnify us against third-party claims arising from Customer Content or Customer's unlawful use of the Service.

15. Liability Cap. Our aggregate liability for all claims under this MSA will not exceed **the fees paid or payable by Customer to us under the applicable Order Form in the 12 months before the event** giving rise to liability (or €5,000, whichever is greater). **No indirect, consequential, special, punitive, or lost profit damages.**

16. Changes to Policies. We may update non-material policies (e.g., Acceptable Use, sub-processor page) with notice. Material changes to the MSA or DPA require consent (email/checkout acceptance is sufficient).

17. Assignment. Neither party may assign without the other's consent, except to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets with notice and provided obligations remain binding.

18. Governing Law; Venue. Choose one and delete the other in the final:

— **Estonia:** This MSA is governed by the laws of Estonia; exclusive jurisdiction and venue are the courts of Tallinn.

— **Ireland:** This MSA is governed by the laws of Ireland; exclusive jurisdiction and venue are the courts of Dublin.

19. Order of Precedence. If there is a conflict: **Order Form** controls, then **MSA**, then **DPA**, then referenced policies.

20. Entire Agreement; Notices; E-Sign. This MSA, DPA, Order Form, and referenced documents are the entire agreement. Notices to legal/contract contacts in the Order Form; electronic signatures and acceptance by payment are valid.