

CONNECTION AGREEMENT FOR THE ILVEO SECURE BUSINESS COMMUNICATION PLATFORM

(single document: service + pricing + data processing, Art. 28 GDPR) · Applicable in all EU countries · Rev. 1.0 (beta) of 20.09.2026

Place _____, on ____/____/2026

SERVICE PROVIDER: ILVEO [entity details to be inserted after official registration], hereinafter «ILVEO», and CLIENT: [company name], represented by [position, name], acting under [articles of association/power of attorney No. ____], address: _____, e-mail: _____, hereinafter «Client»,

agree as follows.

1. SUBJECT MATTER

1.1. ILVEO grants the Client access to the ILVEO Secure Business Communication Platform (the «Service»): a closed environment for message exchange between the Client's employees and, upon agreement, its partners. 1.2. Registration is invitation-only, via invitations issued by the Client's administrator. No public registration. Identification is performed without a phone number and without a personal e-mail. 1.3. The Service includes direct device-to-device connectivity (Bluetooth / Wi-Fi Direct, «Radar») for message exchange without an Internet connection.

2. ROLES UNDER THE GDPR (REGULATION (EU) 2016/679)

2.1. The Client is the data controller (Art. 4(7) GDPR); ILVEO is the data processor (Art. 4(8) GDPR), processing data solely on the Client's documented instructions. 2.2. Section 7 contains the mandatory terms of Art. 28 GDPR.

3. ONBOARDING

Administration panel; invitations via one-time codes (validity 72 hours); role management; activity log. The Client appoints an Administrator and is responsible for the Administrator's actions. Activation: code, name, PIN, biometrics.

4. PRICING, LICENSES, PAYMENT

Licenses are provided in pools of 10 seats. One pool = 10 active accounts. The beta period is free of charge; the switch to paid pricing will be announced 30 days in advance. Pool term: 12 months from the start date (Annex 1), auto-renewing unless cancelled 30 days in advance. Additional pools may be purchased in multiples of +10 (co-terming). Payment: pool price / 365 × days remaining until renewal, rounded up to the day. A departed employee's seat returns to the Client's pool at no cost.

5. ILVEO'S OBLIGATIONS

Availability ≥ 99.5% monthly (beta; target 99.9% post-beta); security measures (Section 7.3); breach notification within 24 hours of detection (7.5); sub-processors only with consent (7.4); no transfers outside the EEA.

6. CLIENT'S OBLIGATIONS

Lawful use; PIN/biometrics and device custody on the employee side; timely deactivation of leavers; no special categories of data (Art. 9 GDPR) without written agreement; appointment of the Administrator.

7. DATA PROCESSING TERMS (ART. 28 GDPR)

Subject matter and duration: performance under this Agreement; duration = term of this Agreement. Data: name (pseudonym), position, organisation, messages (≤ 72 hours), technical metadata (≤ 90 days, no message content). Data subjects: employees and administrators. ILVEO does NOT collect or process: phone numbers, personal e-mails, system geolocation, device contacts, tracking cookies; no profiling. An employee may voluntarily send a location point into a chat — it is message content (≤ 72 hours). Measures (Art. 32 GDPR): TLS 1.3 in transit; AES-256 at rest; vetted cryptographic libraries; automatic irreversible deletion of messages after 72 hours including backups (crypto-shredding); access via PIN and biometrics with key wipe after 10 failed attempts; servers and backups located in the EU only; geo-blocking of access from the Russian Federation and Belarus. Sub-processors: Annex 2; 14 days' prior notice; 14-day objection right. Breaches: notification without undue delay, no later than 24 hours after detection. Assistance with data subject rights (Chapter III) and obligations under Art. 32–36. Infringing instruction: immediate notice (Art. 28(3)(e)). Staff confidentiality. Termination: return of data in machine-readable format (JSON/CSV) upon written request within 30 days (message content no longer exists after the 72-hour cycle), followed by irreversible deletion with written confirmation within 72 hours. Audit: once per 12 months with 30 days' notice; alternative: independent auditor's report or valid certification. No international transfers outside the EEA.

8. LIABILITY

Under applicable law and Art. 82–83 GDPR. ILVEO is not liable for employees' devices or for the acts of the Client's Administrator.

9. TERM AND TERMINATION

12 months from the start date (Annex 1); termination on 30 days' notice; Section 7.9 applies thereafter.

10. GOVERNING LAW AND JURISDICTION

Italian law; courts of ILVEO's place of registration, unless mandatory rules provide otherwise.

11. FINAL PROVISIONS

Notices via e-mail; amendments in writing; languages and precedence; signatures.

SIGNATURES: ILVEO _____ / Client _____, dates.

ANNEX 1 — PARAMETERS (completed by the Client): company name; pools ____ = ____ seats; start date; Administrator (name, e-mail); billing contact.

ANNEX 2 — SUB-PROCESSORS: [hosting provider, EU region].