

Customer contracts with security and data-protection terms — record for SOC 2 row 19

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Exported from Google Drive (Legal) on 2026-09-09. Two executed customer agreements evidence the contractual security commitments Soon makes to enterprise customers. The signed originals are in Drive; the Drive file IDs are given so the auditor can be shown the originals on request.

1. Master Services Agreement — Soon Technologies B.V. and The 1916 Company

Drive: Soon-1916 MSA+SOW – 29/10/2025, 14:08.pdf (file id 1rFYljVReLQzh74p8GM3h90xGWwDCUi02). Effective 1 November 2025; initial term to 31 October 2026; executed by Soon's founder on 2025-10-29. Governing law: the Netherlands.

§6 Confidentiality (verbatim): "Each Party agrees to hold the other's Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the disclosing Party. 'Confidential Information' includes, but is not limited to, the terms of this Agreement, business plans, customer data, and proprietary technology."

Scope (Exhibit A): Soon Team Plan, 200 users, SSO & Directory Sync add-on (Microsoft Entra). **Note for the reader:** this MSA contains a confidentiality clause covering customer data but **no separate security-measures section and no data processing agreement**; see the GXO agreement below for the fuller form, and Linear S-539 for the remediation of the MSA template.

2. Personal Data Processing Agreement — GXO Logistics UK Limited and Soon Technologies B.V.

Drive: Signed GXO Supplier DPA SoonTech.pdf (file id 1tJLR0K_BRp61m_rLUxdUo8hR0KoSgG65), dated **30 August 2026**, on GXO's paper, containing the Article 28(3) GDPR / UK GDPR mandatory clauses and a security annex (Annex B).

Key commitments Soon made (extracts):

Personal data breaches (§6)

6\.. PERSONAL DATA BREACHES 6.1 Processor will promptly and without undue delay notify GXO if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. Processor will restore such Personal Data at its own expense.

6.2 Processor will immediately or at the latest within 24 hours notify GXO if it becomes aware of:

(a) any accidental, unauthorised or unlawful processing of the Personal Data; or

(b) any Personal Data Breach.

6.3 Where Processor becomes aware of any matter described in clauses 6.2 (a) and/or (b) above, it shall, without undue delay, also provide GX0 with the following information:

(a) a description of the nature of (a) and/or (b), including the categories and approximate number of both Data Subjects and Personal Data records concerned;

(b) the likely consequences; and

(c) a description of the measures taken, or proposed to be taken to address (a) and/or (b), including measures to

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mitigate its possible adverse effects.

6.4 Immediately following any matter described in clauses 6.2 (a) and/or (b), the parties will co-ordinate with each other to investigate the matter. Processor will reasonably co-operate with GX0 in GX0's handling of the matter, including:

(a) assisting with any investigation;

(b) providing GX0 with physical access to any facilities and operations affected;

(c) facilitating interviews with Pr

Security measures (Annex B – opening)

security measures set out in Annex B

save that if and to the extent that there is any conflict between these requirements then the higher standard shall apply. Processor must document those measures in writing and periodically (and in any event at least annually) review and update them so that they remain current and complete and compliant with best good industry practice. Processor shall not make any update that would reduce the level of protection provided to the Personal Data.

6\.. PERSONAL DATA BREACHES 6.1 Processor will promptly and without undue delay notify GX0 if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. Processor will restore such Personal Data at its own expense.

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Sub-processors and audit (§8)

On GX0's written request, Processor will (at Processor's own cost) audit each subcontractor's compliance with its obligations regarding the Personal Data and provide GX0

with the audit results.

9\ . COMPLAINTS, DATA SUBJECT REQUESTS AND THIRD PARTY RIGHTS 9.1 Processor must, at no additional cost, take such technical and organisational measures as may be appropriate, and promptly provide such information to GX0 as GX0 may reasonably require, to enable GX0 to comply with:

(a) the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

(b) any information or assessment notices served on GX0 by any supervisory authority under the Data Protection Legislation.

9.2 Processor must notify GX

3. Why two documents

Self-serve customers accept the public Terms of Service, to which a public Data Processing Agreement is being added (homesoon#216). Enterprise customers sign a negotiated MSA; where the customer supplies its own DPA, as GXO did, that DPA governs. The commitments above are the ones the ISMS incident response and supplier processes must be able to meet — in particular the **24-hour breach notification** to GXO, which is stricter than the 'without undue delay' standard in the public DPA.

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