

General Terms and Conditions for the Provision of Information Security Services by the Company ESET, spol. s r.o.

General Terms and Conditions for the Provision of Information Security Services (hereinafter referred to as the "Terms and Conditions") by the company ESET, spol. s r.o., Einsteinova 24, 851 01 Bratislava, Company Reg. No.: 313 33 532, VAT number: SK2020317068, incorporated in the Business Register of the District Court Bratislava I, Section Sro, File No. 3586/B (hereinafter referred to as "ESET")

1. Introductory Provisions

- a. ESET is a provider of information security services (hereinafter referred to as the "Services"), which are specified in detail in Article 3. of the Terms and Conditions.
- b. The subject of the Terms and Conditions is the regulation of the mutual rights and obligations of ESET and the Customer. The GTC are an integral part of the Contract concluded between ESET and the Customer.
- c. These Terms and Conditions determine part of the content of the Contract/Offer, are annexed to it and form an integral part thereof. By confirming the Offer in the manner specified in Article 4. of the Terms and Conditions the Customer confirm that they have been acquainted with their content, agree with them and undertake to abide by them.

2. Definitions

Unless a particular provision of the Terms and Conditions indicates otherwise, all words beginning with a capital letter in the text of the Terms and Conditions shall have the meaning set forth in this Article or the meaning assigned to them in any provision of the Terms and Conditions by stating the word beginning with a capital letter in quotation marks.

- a. "Acceptance protocol" means a written document prepared in accordance with Article 6. of the Terms and Conditions, confirming the acceptance of the Services.
- b. "Man-Day" means eight (8) Man-hours.
- c. "Man-Hour" means sixty (60) minutes of working time. A Man-hour is also the portion of the working time shorter than sixty (60) minutes, but only if it exceeds thirty (30) minutes.
- d. "Work" means the result of the provision of Services, if it meets the requirements in accordance with Act No. 185/2015 Coll., the Copyright Act. For the avoidance of doubt, the Work is not Software. The Work in a specific case may be, for example, the final/output report in the provision of Services.
- e. "Confidential information" means, in particular:
 - i. all non-patented inventions, trade secrets, know-how, procedures, ideas, proposals, proprietary technologies and techniques and all thereto related information which the disclosing Party makes available or discloses to the other receiving Party in connection to the subject matter of the Contract regardless of whether such information was provided in oral or written form, as an electronic document, visual or sound recording or otherwise;
 - ii. information of technical, economic and business nature, information about prices and pricing, information about products and/or therewith related documents and manuals including their content, any information pertaining research and development, including R&D plans, business and development plans, business plans and plans of introducing new products to the market, past and present economic results, forecasts and estimates of economic results, budgets and other economic and commercial data, information about the internal structure of Parties and their employees, all future strategies of the Parties which the disclosing Party makes available or discloses to the receiving Party in connection to the subject matter of the Contract regardless of whether such information was provided in oral or written form, as an electronic document, visual or sound recording or otherwise;
 - iii. existence and contents of any and all discussions related to the subject matter of the Contract;
 - iv. any remarks, records or copies relating to the information referred to in Clause i, ii, or iii of this Definition, drawn up by the Party or any of its employees.

The following shall not be deemed Confidential information:
 - i. information that is generally known or has become generally known other than in breach of the Contract by the Party or as a result of illegal activity by the third party;
 - ii. information independently developed by a Party;

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- iii. information, which was provided to a Party by a third party while the Party had reasons to believe that it can use such information and that the third party obtained such information in accordance with the Contract;
- iv. information which a Party was required to disclose by law or a valid resolution of a public administration body, provided that the disclosing Party:
 - (1) without undue delay informs the other Party in writing, by phone or fax about the necessity to disclose an information referred to in Clauses i., ii., iii., or iv. of this Definition, if such notification is legally permissible;
 - (2) provides to the other Party all cooperation needed to prevent a compulsory provision of information referred to in Clauses i., ii., iii. or iv., or this Definition;
 - (3) provides the information referred to in Clauses i., ii., iii. or iv. of this Definition only in the minimum necessary and required extent.
- f. **"Gross breach"** is a situation in which a Party materially breaches the Contract in a particularly serious manner. In particular, unauthorized interference with ESET's intellectual property rights and industrial property rights is considered to be a particularly serious breach of the Contract.
- g. **"Correspondence"** means all communications and notifications between the Parties.
- h. **"Working day"** means a day which is not a Saturday, public holiday or non-working day pursuant to Act No. 241/1993 Coll.
- i. **"Working hours"** means the time from 8 a.m. to 6 p.m. on working days.
- j. **"Case of breach"** means a situation, other than the Gross breach, if one of the Parties commits a material breach of the Contract and fails to rectify the same within ten (10) days from the receipt of a written notice of the other Party, or fails to commence a procedure which the other Party may reasonably require in order to rectify the breach of the Contract, or suspends such procedure unreasonably. The following shall constitute a Case of breach:
 - i. if the Party files a petition in bankruptcy or restructuring procedure, or such petition was filed against it; or
 - ii. a petition in bankruptcy was filed against the property of a Party, or
 - iii. the Party has been in delay with payment of its payables for over thirty (30) days after their due date.
- k. **"Offer"** is a written document of the company ESET containing the offer of Services, which forms the basis for the implementation of the Services. The Offer is binding on ESET and is considered a proposal for the conclusion of the Contract.
- l. **"Services"** means the Services defined in Article 3. of the Terms and Conditions.
- m. **"Party"** is an individual designation of the Customer or ESET.
- n. **"Parties"** is a joint designation for the Customer and ESET.
- o. **"Software"** means a computer program or computer programs the list of which is available on the Internet pages of the company ESET, or special software tools developed by ESET, unless the context indicates otherwise. The Software also includes related explanatory materials and any documentation, in particular, any description of the Software, its specification, description of features, description of control, description of the operating environment in which the Software is used, instructions for use or installation of the Software or any description of proper use of the Software (hereinafter referred to as the "Documentation").
- p. **"Subcontractor"** means a third party with the appropriate qualification through which ESET may perform certain partial performances under the Contract.
- q. **"Malicious programs"** are hidden computer programs that can be installed on your computer. Malicious programs include, in particular, computer viruses, computer worms, macro viruses, script viruses, and Trojan horses, backdoors and rootkits. Some malicious programs can be potentially unwanted applications or potentially exploitable applications.
- r. **"Customer"** means a legal entity that has a contractual relationship with ESET on the basis of a Contract.
- s. **"Contract"** means a Contract for the provision of Services concluded in the manner as set out in Article 4. of the Terms and Conditions.
- t. **"Responsible Persons"** means the persons responsible for fulfilling the obligations of the Parties under the Contract. The Parties are obliged to notify each other in writing of the data of their Responsible Persons immediately after the date of the Contract establishment, if these data are not included in the Offer.

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3. Provision of Services

ESET provides, in particular, but not exclusively, the following Services under the Contract:

- a. audit services to determine the compliance with good practice or information security standards aimed at identifying security deficiencies, e.g. in the form of technical penetration tests, social engineering penetration tests, analytical evaluations, differential analyses, safety audits, etc.;
- b. consultation services in the field of information security management - e.g. proposal and design of processes, procedures, etc., identification of deficiencies and breaches of information security, e.g. in the form of various security analyses, reports, etc., including proposals and deliveries of solutions to eliminate the security deficiencies – e.g. risk treatment proposals, implementation of security improvements, security education, etc.;
- c. consultation services in the field of malicious programs, e.g. in the form of identification and analysis of such programs and recommendations for the prevention of spreading, elimination or mitigation of the consequences caused by Malicious Programs, etc.;
- d. information and monitoring services relating to the identification and retrieval of security information in cyberspace and their provision to Customers by automatic or manual methods through the portal services, electronic mail, etc.

4. Establishment of the Contract

- a. ESET is obliged to provide the Customer with the Services only on the basis of a duly concluded Contract.
- b. The Contract shall be concluded at the moment of delivery of the Customer's e-mail to the Responsible Person of ESET, by which the Customer confirms the acceptance of the Offer. The confirmation e-mail must contain all the Customer's data necessary for the later issuance of a tax document - invoice, if not included in the Offer.
- c. The Parties may agree in the Contract on a different arrangement compared to the wording of the Terms and Conditions. In the event of a conflict between the provisions of the Terms and Conditions and of the Contract, the provisions of the Contract shall prevail.

5. Cooperation

Some activities under the Terms and Conditions require the cooperation of the Customer. The ESET's Responsible Person may submit a request for cooperation to the Customer's Responsible Person, unless otherwise agreed in an individual case. If the Customer unreasonably refuses to provide cooperation, they shall be in arrears. In such a case, the performance period is extended by the duration of the Customer's delay. The deadlines for the provision of cooperation in some selected cases are specified below:

- a. deadline for comments on documents: 2 weeks
- b. meeting convocation notice: 2 weeks in advance

If ESET carries out certain activities directly at the Customer, the Customer is obliged to ensure:

- i. a suitable working space for the ESET staff involved in the performance of the Contract;
- ii. access to the Customer's work premises and, if necessary, to the space where the Customer's computer systems are located outside its premises;
- iii. access to the computer networks from which the security assessment is to be carried out;
- iv. the authorization to connect and enable test facilities to be connected to those networks, if this is necessary to fulfil the obligations under the Contract;
- v. acquainting of ESET employees with the regulations on occupational health and safety and fire protection, or other specific regulations of the Customer, while ESET employees are obliged to comply with these regulations after being properly acquainted with them.

During the performance of activities, ESET will make the maximum effort to ensure that it does not interfere with the operation of the Customer's systems. In the event that ESET employees detect the possibility of the disruption of operation of any of the Customer's systems, they are obliged to immediately inform the Customer of such a possibility and not to continue such activity. The Customer is obliged to take reasonable measures to ensure that the Customer's operations are not disrupted during the activities performed and to inform ESET of this fact. Upon receipt of this information, ESET will continue to perform the relevant activity.

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6. Termination of the Provision of Services

- a. The provision of Services ends with the acceptance procedure, which results in the signing of the Acceptance Protocol, if specified in the Offer. The time limit for the acceptance procedure is a maximum of fourteen (14) days and begins to lapse by sending the final report or a request for the takeover of the Service to the Customer. The following procedure is used for acceptance:
 - i. provided that the Services have been provided within the scope of the activities listed in the subject matter of the Offer, the Responsible Person of the Customer confirms the Acceptance Protocol with his/her signature;
 - ii. in the event that the provided Services have not been performed within the scope specified in the subject matter of the Offer, the Responsible Person of the Customer shall state this fact in the Acceptance Protocol and agree with the Responsible Person of ESET on a time limit for the elimination of deficiencies. If no agreement is reached on a time limit for the elimination of deficiencies, the time limit for their elimination shall be twenty-one (21) days;
 - iii. in the event that the Responsible Person of the Customer unreasonably refuses to confirm the Acceptance Protocol within the period specified in the first sentence of this Article, the provided Services shall be deemed to have been accepted by the Customer without reservations.
- b. If the provision of Services does not result in the signing of the Acceptance Protocol, the provision of Services will be terminated in the manner specified in the Offer.

7. Reservation of Rights

By the Contract, the company ESET does not grant the Customer any rights to the Software, except for the right to use the Software provided by ESET to the Customer in the performance of the Contract, unless the Parties have agreed otherwise in each individual case.

8. Obligations of the Company ESET

ESET undertakes to provide the Customer with Services under the conditions which are set out in the Contract. ESET is responsible for the activities of the Subcontractor and its results as if the Services were performed by themselves.

9. Price, Maturity of Invoices

- a. Prices for the provision of Services are specified in the relevant Offer. Invoices for the performed Services will be issued by ESET:
 - i. upon completion of the acceptance procedure pursuant to Article 6 letter a. of the Terms and Conditions, and the signed Acceptance Protocol will be annexed to the invoice;
 - ii. upon the termination of the provision of Services pursuant to Article 6 letter b. of the Terms and Conditions;
 - iii. upon the commencement of the provision of Services pursuant to Article 3, letter d. of the Terms and Conditions. The availability of the Service is considered to be the beginning of the provision of the Services.
- b. The maturity of invoices is thirty (30) days from the moment defined in letter a. of this Article of the Terms and Conditions. For each and every day of delay, ESET charges interest on arrears in the amount of two hundredths (0.02) of a per cent for each day of delay on outstanding receivables until paid in full.
- c. ESET reserves the right, in the event of a disproportionate extension of the provision of Services due to the Customer's failure to provide sufficient cooperation (particularly due to non-delivery, unavailability, non-functionality of the whole or part of the target system, infrastructure or other components subject to the provision of Services), to require the Customer to pay for the excess provision of Services, in the event that the completion of Services requires a larger time range than was originally proposed in the Offer.

10. Guarantees

- a. ESET guarantees that it has the necessary personnel and material equipment to fulfil the Contract.
- b. ESET warrants that it will make every effort to perform the Contract properly and in a timely manner.
- c. ESET expressly declares that, in addition to the above guarantees, it has not provided and makes no other express or implied representations or guarantees, in particular, no warranties.
- d. The Parties jointly declare that, taking into account all the facts known to them at the time of the conclusion of the Contract, it cannot be foreseen that any damage that may arise will exceed the amount paid by the Customer to ESET in performing the Contract.

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11. Intellectual Property and Industrial Property Rights

- a. ESET reserves all intellectual and industrial property rights related to the Software. ESET grants the Customer an exclusive and territorially and materially unlimited license to use the Work, to make copies of it, or also to connect it with another Work, to change it, exclusively for the internal purposes of the Customer.
- b. The Customer is entitled to rework the Work, including the possibility of copying, adapting, adjusting, modifying, correcting, deriving, completing, decompiling, merging with other intellectual property, for the purpose of providing it to a third party, however, only with the prior written consent of ESET, which will not be unreasonably refused.

12. Personal Data Protection

During their cooperation under the Contract the Parties undertake to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27. 4. 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data as well as all other regulations applicable to the activities of the Parties.

13. Governing Law

- a. These Terms and Conditions shall be governed by Slovak law, and the Parties have expressly agreed to exclude any conflict provisions of the governing law.
- b. For the avoidance of doubt, the Parties have expressly agreed that the use of all regulations of the Slovak law that are not cogent shall be excluded to the extent that the use of such regulations could change the purpose and meaning of individual provisions hereof.

14. Export and Reexport Control

- a. The Software, Documentation or components thereof, including information about the Software and its components, are or may be subject to import and export control measures based on legal regulations that may be issued by governments responsible for their issuance, including export and re-export control regulations issued by the government of the United States of America.
- b. The Parties are obliged to comply with all the applicable import and export regulations and acknowledge that they are responsible for obtaining all permits to export, re-export, transfer or import the Software, if necessary, in the relevant case.

15. Operational Measures

For operational reasons, in particular due to changes or maintenance of systems, systems required to provide the Software, other products and services, as well as the systems required to fulfil its obligations under the Contract, ESET is entitled to extend the periods for the fulfilment of these obligations by the time necessary for the performance of the operational measures.

16. Force Majeure

- a. The Parties shall not be responsible for the non-performance of their contractual obligations if the performance of such obligation is prevented or delayed by interventions of a public enemy, war, civil disorders, riots, demonstrations, fires, floods, earthquakes, strikes of employees causing a slowdown or interruption of work, threats to state security, inability to obtain equipment, data or material from the respective suppliers even after reasonable efforts were made, or by other circumstances beyond control of the Parties (hereinafter referred to as a "Force Majeure event").
- b. Measures of public authorities (public administration bodies, including local authorities) intended to protect public health and prevent the spread of viral respiratory infection COVID-19 or other diseases, which has demonstrably affected the proper fulfilment of the subject matter of the Contract due to quarantine measures, illnesses or quarantines of the employees of Parties, shall also be regarded as a Force Majeure event.
- c. The prerequisite for the exclusion of responsibility of a Party in case of a Force Majeure event is that such event must not be caused by intentional misconduct or negligence of the relevant Party, and that the affected Party without undue delay informs the other Party of the Force Majeure event in writing.
- d. The Party informing about the Force Majeure event shall be obliged to use reasonable and due effort to avoid the event of Force Majeure, minimize its consequences (if any) and its duration. When the event of Force Majeure ends, the performance period shall be extended by the duration of such delay or by the time during which contractual obligations could not be performed due to such event.

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17. Resolution of Disputes

- a. Any disputes and disagreements arising out of this Contract or in connection therewith, any breach, termination, rescission or invalidity of the Contract (hereinafter referred to as the "Dispute") shall be finally settled as stipulated in this Article.
- b. The Parties shall settle all Disputes by mutual negotiations in good faith striving to resolve the Dispute by amicable agreement without court proceedings. In case of a dispute one Party shall be obliged to deliver to the other Party a written notice of the Dispute, in which it has to specify the subject matter of the Dispute and propose the date of negotiations.
- c. If the Parties fail to resolve the Dispute within thirty (30) days from the delivery of the written notice of the Dispute to the other Party, they shall submit the Dispute to the general court competent to hear and resolve the Dispute in accordance with the laws of the Slovak Republic.

18. Service of Documents

Correspondence between the Parties under the Contract shall be made in writing. E-mail correspondence via e-mail messages between the Responsible Persons is also considered to be the written correspondence of the Parties. The correspondence relating to the amendment or termination of the Contract shall be delivered exclusively in person, by registered mail or by courier service.

- a. The correspondence delivered by registered mail and express courier service is considered delivered at the moment of receipt of this document by the recipient.
- b. The correspondence delivered via e-mails is considered delivered at the moment when the correspondence is delivered to the server of the other Party - recipient.
- c. The correspondence shall be deemed to have been received even if:
 - i. the Party refuses to accept the document - the document shall be deemed to have been delivered on that date or
 - ii. the document cannot be delivered due to e.g. non-acceptance of the consignment within the collection period, or because the addressee was not found, the addressee was unknown or for another reason indicated by the post office on the consignment; the document is considered delivered on the day the consignment is placed at the post office.

19. Protection of Confidential Information

- a. With regard to the nature of the activities of the Parties under the Contract it may be necessary for one Party to provide the other with Confidential information.
- b. The receiving Party may only use Confidential information for the purpose for which the disclosing Party provided them.
- c. The receiving Party will be obliged to prevent disclosure of the other Party's Confidential information to unauthorized individuals the same way it protects its own Confidential information of similar significance. The scope of protection of Confidential information shall in no case be smaller than the standard and reasonable level of protection of such information applied by a conscientious entrepreneur.
- d. The Party is entitled to make Confidential Information available only to persons who need access to it on the grounds that it is necessary for the fulfilment of the obligation of the receiving Party, provided that such person is bound in writing by the receiving Party to maintain the confidentiality of the Confidential information provided by the disclosing Party.
- e. The obligation of the Parties to protect Confidential information is perpetual and shall survive the termination of Contract until the reason for protecting the Confidential information ceases to exist.
- f. Unless otherwise stipulated in the Contract, the Confidential information may only be published with the previous written consent of the disclosing Party.

20. Exclusion of Waiver

If one of the Parties waive in part or in whole, in a particular case, or in several cases, its rights arising out of the Contract, its breach, or fault of the Party, or if it waives the right to enforce such rights, this shall not be construed as a waiver of its rights or enforcement of its rights in similar cases in the future.

21. Termination of the Contract

The Contract may be terminated by the agreement of the Parties or by withdrawal from the Contract.

- a. The non-infringing Party may withdraw from the Contract in the event of a case of breach or Gross breach. The notice of withdrawal shall be delivered in accordance with the provision of Article 18. The withdrawal from the Contract takes effect on the date of delivery of the notice of withdrawal.
- b. In the event of termination of the Contract by withdrawal, ESET is entitled to payment for Services to the extent that they have been partially performed.

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22. Surviving Provisions

Upon termination of the Contract, the validity and effectiveness of those provisions thereof which are of permanent nature, in particular, but not exclusively the Articles 10 , 12, 14, 12, 14 and this Article 22, shall survive.

23. Final Provisions

- a. The contractual legal relationship established by the Contract and the Terms and Conditions shall be governed by and construed on the basis of and in accordance with the law of the Slovak Republic, regardless of the provisions of conflict standards, in particular Act No. 513/1991 Coll. Commercial Code, as amended, and other generally binding legal regulations.
- b. The Parties have agreed that if any of the provisions of the Terms and Conditions or of the Contract be or become unenforceable, inapplicable, invalid or illegal by virtue of changes of jurisdiction, a decision made by court or another similar authority, they shall commence negotiations in good faith and take all the steps needed to replace the invalid provision by another so that this new provision meets the minimum requirements of the governing law and conforms to the objective of this Contract and has similar legal and business purpose.

Effective: from 01/06/2021