TERMS OF PROVISION OF SUPPORT

These terms and conditions of provision of support (hereinafter the "Terms") form an integral part of the Agreement between the Software User (hereinafter the "User") and Safetica Technologies s.r.o., a company incorporated under the laws of the Czech Republic with its registered seat at Laubova 1729/8, Vinohrady, 130 00 Prague 3, VAT CZ25848666, recorded in the Commercial Register held by the Municipal Court in Prague under File No. C 117600 (hereinafter the "Safetica"). The User and Safetica may jointly be referred to as the "Parties" and individually as a "Party". The User represents and by executing the Agreement confirms that the User has become acquainted with the content of the Terms and agrees with them.

1. DEFINITIONS

1.1. Definitions. Unless otherwise provided in these Terms, the meaning of capitalized words is stated in Annex A hereto.

2. SUPPORT

2.1. Levels of Support. Safetica provides Support at the "Standard", "Silver", "Gold" and "Individual" levels. The User is entitled to the Support at the Standard level unless the Parties expressly agree on some other level of the Support in the Agreement. The levels of the Support are specified in Annex B hereto. If the User arranged the "Individual" support level, the User shall receive the Support in accordance with the User's individual requirements agreed by the Parties in the Agreement.

2.2. Execution of the Agreement by virtue of the User's Activities. By sending a Request to Safetica and/or downloading an Update or Upgrade of the Software, the User enters into an Agreement for the Support at the Standard Level with Safetica and agrees that the Support shall be provided to the User under these Terms.

2.3. Support Services. The Support is formed exclusively by the services of Problem Solving and Software Updates. The Support does not include any support of end users, Implementation, customization or development of Software, provision of Software under a new designation or backup of any data of the User.

2.4. Language of Support. All Support shall be provided exclusively in the Czech or English language, based on the User's choice.

2.5. Limitation to licensed Software. Safetica provides the Support only in relation to the Software legitimately used by the User on the basis of a valid license or sub-license for which the Support has been expressly agreed in the Agreement. Unless otherwise specified in the Terms, Safetica does not provide Support to the Software for which the User has been granted a Perpetual License; the Terms shall not apply to such Software.

3. PROFESSIONAL SERVICES

3.1. Professional Services. Beyond the Support, the Parties may agree upon that Safetica will provide the User with the Professional Services. The content of the Professional Services, a term of provision and other conditions will be agreed by Parties in the Agreement.

3.2. Implementation. If the Parties agree upon that Safetica will conduct the Implementation, the Parties shall jointly create a Statement of Work ("SOW") specifying the progress of the Implementation from a deployment of the Software to the User' testing environment up to the rollout into the operational environment of the User. In SOW, the Parties may specify requirements for the User's operational environment, the Implementation schedule, delivery description, the way of communication during the Implementation, the design of the setup, and the cooperation that the User must provide to Safetica for proper execution of the Implementation. The Implementation is completed and delivered when the Software is objectively implemented in a User-selected environment in accordance with SOW. If the Parties do not agree upon the SOW content within 1 (one) month from the date of the conclusion of the Agreement, any Party shall have the right to withdraw from the Agreement only in the part relating to the execution of the Implementation.

3.3. POC and Analysis. POC Professional Services and the Analysis are completed when Safetica captures the results of the agreed analytical activity into a written or electronic opinion (for example in PDF format). These Professional Services are handed over to the User at the time that Safetica sends the opinion to the User

according to the first sentence. In the case of POC, the results are usually presented by Safetica to the User after performing POC.

3.4. Limitation of the use of the Software in case of realization of Professional Services. Unless the Parties agree otherwise in the Agreement, Safetica provides the User during the provision of Professional Services with a trial license to the Software, which will be deployed into the User's operating environment in connection with the Professional Service concerned, until the Professional Service is performed. After the Professional Service is performed, the User is obliged to immediately stop using the deployed Software, remove the Software from all devices he uses and destroy all copies of it. In the rest, the trial license is governed by the Safetica License Terms.

3.5. Language of Professional Services. All Professional Services shall be provided exclusively in the Czech or English language, based on the User's choice.

4. TERM OF SUPPORT

4.1. Term of Support. A level of Support higher than "Standard" shall be provided by Safetica to the User only if such a higher level is agreed in the Agreement, and only for the period agreed in the Agreement. If the Agreement provides for a higher level of Support without specifying the term of the Support, Safetica shall provide the User with a higher level of Support for a period of 6 (six) months from the date of execution of the Agreement providing for such a level; after the expiry of such a period, Safetica shall provide the User with the "Standard" level of Support.

4.2. Automatic extension. If the User does not notify Safetica in writing not later than 30 (thirty) days before the expiry of the term of the Support level higher than "Standard" that the User is not interested in the Support at this level, the agreed duration of the Support shall be extended by further 6 (six) months, even repeatedly.

5. PRICE

5.1. Price of Support. The Support at the Standard level is included in the price of the User license or sub-license to the Software. The price of the Support level higher than "Standard" is agreed between the Parties in the Agreement and accounted for in accordance with the Terms. If the Parties agreed in the Agreement on the Support level higher than "Standard", but failed to agree on its price, the User is entitled only to the Support at the Standard level until the Parties agree on a price of the higher level of Support.

5.2. Price for Professional Services. The price for the Professional Services is not included in the price for the Support. The price for the Professional Services is negotiated as a separate item in the Agreement and charged out in accordance with the Terms. Unless the Parties specifically agree on the price of the Professional Services, the User has no right to Professional Services.

6. PAYMENT TERMS

6.1. Payment for Support. The price for the Support shall be paid as a lump sum in advance for the entire agreed term of the Support after the execution of the Agreement and, subsequently, always after extension of the term of the Support under the Terms ("Payment Period"). The User shall pay the price of the Support to Safetica based on an invoice issued by Safetica to the User always at the beginning of each Payment Period.

6.2. Payment for Professional Services. The price for the Professional Services shall be paid as a lump sum in advance after the conclusion of the Agreement. The User shall pay the price for the Professional Services based on an invoice issued by Safetica after the conclusion of the Agreement.

6.3. Maturity of Invoices. The User shall pay all the invoices within 14 (fourteen) days of their issue unless the relevant invoice stipulates a longer period of maturity.

6.4. Correction of Invoice. If the invoice issued by Safetica does not contain all the requisites of a tax receipt under the Czech legal regulations, the User is entitled to return the invoice to Safetica prior to its maturity and request that Safetica corrects the invoice. In such a case, Safetica shall cancel the invoice and issue to the User an amended tax receipt together with the new invoice.

7. MAKING REQUESTS FOR SUPPORT

7.1. Manner of Making a Request. The User makes all Requests only through Authorized Persons in one of the Manners of Making Requests, according to the agreed level of Support.

7.2. Decisive Time. The Request is made at the time when:

7.2.1. if sent by e-mail, at the time of delivery to Safetica; or

7.2.2. if made by telephone, at the time of confirmation by Safetica by sending confirmation of acceptance of the Request to the User.

7.3. Authorized Persons. The User shall appoint the Authorized Persons itself. The User may have up to 5 (five) different Authorized Persons simultaneously. Safetica is obliged to register or de-register an Authorized Person at the User's request. An application for registration of an Authorized Person must include the name, surname and e-mail address of the Authorized Person; otherwise, it is disregarded. Safetica keeps an electronic list of the User's Authorized Persons. The User may change the Authorized Persons at most once per calendar month.

7.4. Mandatory information in the Request. The Request must contain all the information necessary for Safetica to provide the requested Support. In case of a Request for Problem Solving, the Request must contain, in particular, all information necessary for Safetica to repeat or simulate the Problem, including any error messages.

7.5. Return of the Request. If the Request does not contain all the required information, Safetica is entitled to return the Request to the User to complete the required information. In such a case, the Response Time shall commence only after the User completes the last piece of the requested information in the Manner of Making a Request.

7.6. Division of Requests. If a Request contains several separate Requests, Safetica is authorized to divide the Request by creating several independent Requests. Safetica is obliged to inform the User of this procedure. If the original Request included a Request for Problem Solving, the division of the original Request does not affect the running of the Response Time.

7.7. Improper Requests. Safetica is not obliged to take account of any Request for Support made by person other than an Authorized Person or made in a manner other than the Manner of Making Requests (hereinafter "Improper Request"). If the Improper Request pertained to Problem Solving, the Response Time to such request commences only if Safetica confirms the acceptance of the Request, from the time of delivery of the confirmation of receipt to the User.

8. PROBLEM SOLVING

8.1. Response times. Safetica agrees to respond to the Requests for Problem Solving in Response Times according to the agreed level of Support.

8.2. Commencement of Problem Solving. Safetica shall respond to the Requests for Problem Solving by handing the Request over to its professional staff.

8.3. Problem Solving. Safetica performs the Problem Solving only during the Working Hours. A Requests for Problem Solving is resolved:

8.3.1. if the Problem was permanently resolved by an Update or Software Upgrade;

8.3.2. if Safetica provides to the User such instructions for the use of the Software that the Problem does not manifest itself if the instructions are complied with, and, at the same time, the User's data are not threatened by a loss ("workaround");

8.3.3. by returning the Request to the User due to lack of required information or if the Request does not pertain to a Problem.

8.4. Remote Assistance. If both Parties agree, the Problem may be solved by Remote Assistance under the terms and conditions agreed by the Parties in advance.

8.5. Regular Contact. If the User is entitled to Regular Contact in the framework of the agreed level of Support, Safetica shall regularly contact the User for the purpose of verifying satisfaction with the quality of the Support provided, at the intervals specified in the overview of Support levels.

8.6. Dedicated Contact Person. If the User has a Dedicated Contact Person available in the framework of the agreed level of Support, Safetica shall communicate the matters of Problem Solving with the User chiefly through the Dedicated Contact Person. Safetica is entitled to change the User's Dedicated Contact Person; Safetica shall notify the User of such a change.

9. SOFTWARE UPDATES

9.1. Software Updates. During the term of the Support, Safetica shall provide the User with all Updates and Upgrades of the Software free of charge.

9.2. Provision of Updates. The Software is updated at the time when Safetica hands over the installation files for the Software Update to the User and/or allows the User to download it from Safetica's website, including any necessary activation keys. The Software updates do not include the Implementation, installation, neither a setting up of the User's operating environment.

9.3. Limitation of the Support and the Professional Services. The User acknowledges that Safetica provides the Support and the Professional Services only for the last major version of the Software (i.e. version of the Software with the changed designation before the decimal point indicating the Software version, e.g. 1.x, 2.x, etc.). If Safetica issues a second and newer large version of the Software compared to the Software used by the User, the User is not entitled to any Support of the Software or the Professional Services until the User installs the Upgrade for the latest version.

9.4. Automatic updates. The User acknowledges that, with a view to maintaining the quality of the Software, Safetica is entitled to issue automatic Updates. The User may disable the automatic Updates in the Software settings; in such a case, Safetica is not liable for any Problems. The automatic Updates serve to update the Software components that require quick updates and that are necessary for proper functioning of the Software, such as libraries and indexes.

10. USER'S OBLIGATIONS

10.1. Backups. The User is responsible for the confidentiality, integrity and availability of all data processed through the Software and/or during the provision of the Professional Services, and, in this respect, the User is obliged to make, in particular, regular backups, to correctly set the access rights to the Software, to ensure the security of the environment, and to adopt further appropriate technical and organizational measures.

10.2. Co-operation. During the term of the provision of the Support and the Professional Services, the User agrees to provide Safetica with maximum co-operation in order to enable Safetica to provide the Support and the Professional Services properly and in due time, including, without limitation:

10.2.1. make Requests for Problem Solving immediately after becoming aware of the Problem;

10.2.2. allow access to the User's operating and testing environment, if applicable, including hardware and access to buildings;

10.2.3. provide Safetica timely, complete and true information necessary for the provision of the Support and/or the Professional Services; and

10.2.4. ensure, where appropriate, that the User's qualified personnel who have sufficient knowledge of the User's operating environment and professional knowledge participate, in particular in the Problem Solving or the Implementation, so that Safetica is able to resolve the Problem.

10.3. Consequences of failure to provide co-operation. If the User fails to provide sufficient co-operation under the Terms, Safetica shall notify the User of this fact in writing. If the failure to provide co-operation prevents Safetica from providing any of the Support services and/ or the Professional Services, all deadlines for the fulfilment of the obligations of Safetica under the Terms related to the relevant Support service or Professional Service shall be extended by the period of delay in the provision of the requested co-operation to Safetica.

11. PERPETUAL LICENSE

11.1. Provision of Support. The Support for the Software, to which the User has been granted a Perpetual License, is provided exclusively on the basis of a special Agreement concluded between Safetica and the User, the right of the User for the provision of the Support does not arise on any other basis.

11.2. Exceptions to Perpetual Licenses. The Terms shall apply to the Support according to the previous paragraph with the following exceptions:

11.2.1. par. 2.1. shall apply; however, unless agreed otherwise, the level of the Support shall always be "Standard";

11.2.2. par. 2.2. shall not apply;

11.2.3. par. 4.2. shall not apply; however, if the User does not notify Safetica in writing no later than 30 (thirty) days before the expiry of the term of the Support that the User is no longer interested in the Support, the agreed duration of the Support shall be extended at the same level by further 1 (one) year, even repeatedly; if the Parties do not agree otherwise, the price of the Support that is automatically extended according this paragraph shall not change;

11.2.4. par. 4.1. shall not apply; however, the level of the Support and the length of its duration shall be governed by an agreement of the Parties;

11.2.5. par. 5.1. shall not apply; however, the price of the Support, including the "Standard" level, shall be governed by an agreement of the Parties;

11.2.6. par. 6.1. shall apply similarly; however, the price of the Support shall be paid after the execution of the Agreement as a lump sum in advance for the entire agreed term of the Support and, subsequently, together with the extension of the term of the Support under the par. 11.2.3. or on the basis of an agreement of the Parties on the extension of the term of Support;

11.2.7. par. 9.3. shall apply similarly; however, the installation of the Upgrade for the latest version of the Software by the User and payment of the relevant price for the Upgrade to Safetica are the conditions for the execution of the Agreement, this price shall be an integral part of the price for the Support according to the previous paragraph; the par. 9.1. does not apply on the obligation of Upgrade according to this par. 11.2.7.;

11.2.8. par. 14.2. shall apply; however, if Safetica causes damage, Safetica shall not compensate the User for an amount that exceeds the annual price of the Support that was last paid by the User;

11.2.9. par. 16.1. shall apply similarly; however, an Agreement is terminated also by the expiry of the agreed term of the Support,

11.2.10. par. 16.3. shall apply similarly; however, the Price for the Upgrade according to the par. 11.2.7. does not set off against the price for the Support for the purposes of the return of a proportional part of the price for the Support to the User;

11.2.11. par. 17.18. shall apply similarly; however, if the User refuses the change of the Terms, it shall not have any right for the return of any amount paid to Safetica in connection with the Support;

11.2.12. the remaining paragraphs of the Terms not mentioned above in the par. 11.2. shall apply similarly.

12. CONFIDENTIALITY

12.1. Confidential information. Confidential information is formed by the trade secrets of the Parties, i.e. facts that are significant, specific, valuable and inaccessible in the relevant business sphere which are connected to the business of the Parties and the confidentiality of which the Parties ensure by appropriate measures, and other confidential information of the Parties, including but not limited to (i) all information and documents related to the co-operation of the Parties including any special agreements concluded between the Parties with respect to the Software licensing; (ii) price lists, price policy, invoices, business plans and strategies, marketing and advertising intentions, inventions, innovative improvement proposals, information concerning the customers, partners or suppliers, know-how, development or production procedures; (iii) all documentation concerning the Software including the source codes and machine codes, all Software output including analyses, graphs, statistical reports, and recommendations, security codes and passwords; (iv) personal data processed in compliance with the Terms; (v) the aforementioned information received from the customers, partners or suppliers of the Parties; and (vi) information that is marked as confidential by words "secret", "confidential" or by words of a similar meaning.

12.2. Exceptions from Confidential Information. No information publicly accessible at the time of its disclosure or use shall be deemed as confidential.

12.3. Confidentiality Obligation. The Parties agree to maintain confidentiality of all confidential information of the other Party and of all security measures whose disclosure to an unauthorized person could endanger the security of the confidential information of the other Party. The compliance with the obligation of confidentiality shall mean the non-publishing and non-disclosure of the confidential information of the other Party to any third party and the non-usage of the confidential information for purposes other than necessary for the co-operation of the Parties concerning the use of the Software.

12.4. Exceptions from confidentiality. Breach of confidentiality obligation shall not consist of the disclosure or usage of the confidential information of the other Party (i) with a prior written consent of the other Party; (ii) due to an obligation stipulated by a legal regulation or imposed by a public authority; (iii) if the Party had known the confidential information from other sources and it has not been acquired in relation to a breach of confidentiality; (iv) if the confidential information was available to the Party prior to the conclusion of the Agreement; (v) to a consultant, auditor, legal representative or another partner of the Party provided that this person is bound to maintain contractual or legal confidentiality of the confidential information at least as stringent as stipulated in this Section; or (vi) if necessary for the cooperation of the Parties. However, the Party may disclose or use confidential information in accordance with this Article solely within the necessary scope and in the event of exception under subparagraph (ii), the Party is also obliged to inform the other Party of such disclosure or usage without undue delay unless it is contrary to the law.

13. PRIVACY PROTECTION

13.1. Personal Data processing. During the provision of the Support and/ or the Professional Services, the Parties shall process personal data of data subjects using the Software and other employees of the Parties. Processing of personal Data between the Parties shall be governed by the Data Processing Terms that are available on the website of Safetica.

14. DEFAULT AND COMPENSATION FOR DAMAGE

14.1. Default Interest. If the User fails to pay any amount justifiably billed by Safetica in due time, the User undertakes to pay Safetica default interest in the amount of 0.5 % of the outstanding amount for each, even incomplete, day of delay.

14.2. Limitation of Compensation for Damage. Each Party is liable for any damage caused by culpable breach of its obligation under the Agreement. The Parties agree that in case of damage caused by Safetica, Safetica shall compensate the User for a maximum amount corresponding to the annual price of the Support valid in the period in which the damage occurred. Safetica is not obliged to compensate any damage beyond such limited scope unless the damage has been caused intentionally.

15. LIABILITY AND ITS LIMITATION

15.1. Limitation of Liability. The User acknowledges that the Software is developed for the operating environment specified in the Technical Documents. Safetica is not liable for defects of the Software caused by the User's interference with the Software or a change in the operating environment, including, but not limited to, installation of new applications, corrective patches, changes in settings of hardware configuration, etc. Safetica is also not liable for defects of the Software caused by computer virus attack on the User's operating environment. Safetica is further not liable for any damage caused by unavailability of the Software or defects of the Software caused by the User or third parties. Safetica is not liable for any indirect damage caused to the User, even if the User has advised Safetica of the possibility of indirect damage in advance, in particular for lost profits, special or accidental damage or damage incurred as an indirect consequence of the use of the Software. Safetica accepts no liability for the User's non-material damage. Safetica is not liable for the content of the outputs of the Software, even if they are supposed to be the basis for the court proceedings or for the change or termination of labor relations. The User acknowledges that the Software does not represent an absolute exclusion of the risk data leakage at the User, only to reduce the risk. Safetica is not liable for data leaks from the User's operating environment neither before nor after the proper Implementation of the Software.

15.2. Liability of the User. The User is responsible for the Implementation of the Software in the User's operating environment in accordance with the legal requirements of the territory in which the User's operating environment is located, in particular with the legal requirements in the field of personal data protection and privacy, labor law and other legislative requirements, that could have an impact on the legality of employees' monitoring at the workplace. Safetica accepts no liability for any damages caused by the User's failure to do so.

15.3. Damages. If any third party raises any claims arising from the breach of obligations of the User according to par. 15.2. against Safetica, the User shall at his own expenses conduct out of court negotiations with the third party and shall provide Safetica with any and all co-operation in order to effectively protect Safetica in court, arbitration or other proceedings, and shall compensate Safetica for any eventual damages. In this case, the damages shall be deemed to be also the costs of court proceedings, including the costs of legal representation, fines, sanctions and any monetary performances, which will be Safetica obliged to pay to a third party on the basis of court or other legally binding decision for Safetica or settlement approved by the User.

16. TERMINATION OF THE AGREEMENT

16.1. Manners of Termination of the Agreement. The Agreement shall only be terminated by agreement of the Parties or by withdrawal from the Agreement due to material breach.

16.2. Material Breach of the Agreement. In addition to other circumstances, a breach of the Agreement shall be deemed to be material breach by Safetica if Safetica fails to comply with the Response Time for the third time in the relevant month, despite being notified in writing of the first and second breach by the User; a breach of the Agreement shall be deemed to be material breach by the User if the User is in delay with payment of any justifiably charged amount for the Support for more than 30 (thirty) days.

16.3. Effects of Termination of the Agreement. Regardless the reason and the manner of termination of the Agreement, Safetica is entitled to a proportional part of the agreed price for the Support for the time when the User used or had the possibility to use the Support services. The rights and obligations agreed in Articles 10., 12., 13., 14., 15., 16. and 17. of the Terms shall survive the termination of the Agreement. The obligation to maintain confidentiality persists during the whole period of existence of the confidential information or until the Parties waive each other's obligation to maintain confidentiality.

17. FINAL PROVISIONSÍ

17.1. Language. The Terms have been drawn up in the Czech and English language. In case of any discrepancies between the language versions, the Czech version shall prevail.

17.2. Governing Law. All legal relationships between the Parties related to the Support or the Agreement shall be governed by the laws of the Czech Republic.

17.3. Arbitration Clause. The Parties agree that any disputes between them shall be settled amicably. If the Parties fail to reach an amicable resolution to the dispute:

17.3.1. any disputes arising from the Agreement or in connection therewith where the amount claimed does not exceed CZK 200,000 on the day of filing the action shall be finally resolved by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by one arbitrator appointed by the President of the Arbitration Court;

17.3.2. other disputes arising from the Agreement or in connection therewith shall be finally decided in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

17.4. Arbitration proceedings. The arbitration proceedings under Par. 17.3.1 shall take place in Prague, otherwise the arbitration proceedings shall take place in London. Unless otherwise agreed by the Parties, the arbitration proceedings shall be held in English. The Parties agree that the arbitration proceedings and the matters associated therewith shall be deemed confidential. The costs of the proceedings, as well as the arbitrators' fees, shall be paid by the unsuccessful Party.

17.5. Notices. All requests, notices or other messages designated for the other Party shall be delivered to the other Party's address stated in the last message received by the Party from the other Party, stated on the other Party's website or registered with respect to the other Party in a public register, unless the Terms provide otherwise in a specific case. If the message does not expressly require a written form, it is sufficient to send it electronically with a simple electronic signature, e.g. via an ordinary e-mail message.

17.6. Acceptance of an Offer with an Amendment or Deviation. The Parties exclude the acceptance of any offer with an amendment or deviation in advance.

17.7. Language of Notices. The Parties shall make any and all requests, notices or other messages designated for the Parties in the Czech or English language, otherwise they are not going to be taken into consideration.

17.8. Written Form. Written form is deemed to be adhered to also by sending an electronical message with a guaranteed electronic signature or a qualified electronic seal.

17.9. Publication of References. Safetica is entitled to place the business name, logo, trademark or any other commercial denomination of the User on its website into the references section and use it in all its reference marketing materials.

17.10. Non-solicitation. The Parties agree that they shall not request or advise any of the existing clients, customers or suppliers of the other Party to withdraw from, terminate, restrict or cancel their co-operation with the other Party.

17.11. Force Majeure. The Parties consider all circumstances independent of the will of the obliged Party that are unresolvable and unforeseeable, including but not limited to natural disasters, embargo, strikes (including planned ones) and wars to constitute an event of Force Majeure. In the event of Force Majeure where a Party is prevented from the performance of its obligations under the Agreement, the Party shall notify the other Party of this fact in writing without undue delay providing the period during which it cannot perform under the Agreement. The events of Force Majeure shall not affect the payment obligation of any of the Parties.

17.12. No Assignment. Unless provided with a prior written consent of the other Party, neither of the Parties may assign the Agreement or any claim, right or receivable arising therefrom.

17.13. No Set-off. Unless otherwise agreed by the Parties in writing, no claims, rights or receivables arising from the Agreement may be set off.

17.14. Severability Clause. Should any of the provisions hereof be or become invalid, void, ineffective or unenforceable, this fact shall not affect the rest of the Terms. The Parties agree to replace any such invalid, ineffective, void or unenforceable provisions of the Terms with a provision that is valid, effective, not considered void, enforceable and with the same business and legal meaning within 14 (fourteen) days of receiving a request from the other Party.

17.15. Entire Agreement. The Agreement shall be comprised solely of the Terms and of written agreements signed by both Parties. Any emails or other communication between the Parties and manifestations of will of the Parties performed before the date of execution hereof shall be deemed irrelevant with respect to the text of the Agreement. The Parties explicitly stipulate that for the interpretation of the Agreement, these materials shall not be taken into account.

17.16. Third Parties. A third party means any person other than Safetica or the User. The Parties represent that by concluding the Agreement they do not intend to confer any rights or obligations from the Agreement to any third party.

17.17. Waiver of Rights. The failure or omission of any of the Parties to enforce any of its rights in compliance with the Agreement shall not be deemed as the future waiver of such rights.

17.18. Reservation of Amendment to the Terms. Safetica is entitled to amend the Terms to a reasonable extent, especially regarding the scope of the Support, specification of the Professional Services, Response Times, classification of Problems, price and payment terms, system requirements of the Software or liability for defects; all in cases where a change occurs in the field of information technologies, best practices, legal regulations affecting the Support, the Professional Services or Safetica, prices of the Safetica's suppliers, or if Safetica develops a new large version of the Software. The amendment of the Terms shall be reported by Safetica on its website and electronically by email to the last known email address of the User used for the communication with Safetica. Unless rejected by the User within 1 (one) month of sending the notification to the User, the User accepts the amended Terms. Should the User reject the amended Terms within the aforementioned period, this fact shall constitute the termination of the Agreement with a termination period of 2 (two) months; during this period, the applicable Terms shall be the last ones agreed upon by both Parties.

ANNEX A: DEFINITIONS

Agreement means the agreement on the provision of the Support between the Parties; the Terms form a part of the Agreement. The Agreement may be concluded by means of electronic communication or may form part of a license agreement, contract for work or other contract; in that case, the Agreement shall be assessed separately for the purposes of the termination of the Agreement and its settlement.

Analysis means a Professional Service consisting of the Implementation for a limited period of time according to an agreement between Safetica and the User, collection of product information and subsequent reporting, as a basis for the ongoing GDRP audit, security audit, risk analysis or other activity performed by the User or at the User.

Authorized Person means a natural person who is authorized to make Requests and receive Support Services on behalf of the User.

Business Day means each day in which commercial banks are open in the Czech Republic.

Dedicated Contact Person means an employee of Safetica who was appointed for communication with the User for Problem Solving.

Implementation means a Professional Service consisting in deploying the Software into the User's operating environment.

Manner of Making a Request means the manner in which the User is entitled to make Requests. According to the level of Support, the User is entitled to make Requests via e-mail or telephone.

Perpetual License means a license or sub-license to use the Software in accordance with the relevant, in particular, license terms of Safetica, for the duration of the economic copyright to the Software, or such license or sub-license that has been marked as perpetual by Safetica in relevant agreement concluded with the User.

Problem means a defect of the Software that has a negative impact on its functionality and that was not caused by the User or a third party. Error messages, insignificant deviations of depiction of elements of GUI Software or other similar manifestations that have no effect on the basic functions of the Software shall not be considered a Problem.

Problem Solving means the Problem Solving in accordance with the Terms.

Professional Services mean separate services provided beyond the Support agreed by the Parties in the Agreement. The Professional Services are all in the Agreement negotiated services provided by Safetica, that are not the Support, and may include for example Proof of Concept (POC), Implementation, consultations, trainings, or the Analyses.

Proof of Concept or POC means a Professional Service, which is to verify the Software Compatibility and the User's operating environment, where actual outputs from end users' Stations will be presented.

Regular Contact means a regular contact of Safetica's employee with the User in order to verify the User's satisfaction with the provided Support.

Remote Assistance means assistance provided to the User through remote access to the User's operating environment. The application for Remote Assistance, as well as specific procedure, shall be agreed by the Parties in advance.

Response Time means the time-limit within which Safetica is obliged to respond to a properly submitted Request for Problem Solving. The Response Times differ according to the agreed level of the Support and are listed in the table of the Support levels.

Request means the User's request for provision of the Support. The Request may contain a request for Problem Solving or Software Update.

Software means Safetica's computer program named Safetica DLP, Safetica Auditor, Safetica Mobile, Safetica Office Control, Safetica Auditor Terminal Server, Safetica DLP Terminal Server, Safetica Professional Services, Safetica DLP – MSP, Safetica Auditor – MSP, Safetica Mobile – MSP, Safetica Office Control – MSP, Safetica Auditor Terminal Server – MSP, Safetica DLP Terminal Server – MSP, or Professional Services. The detailed specification of the Software is provided in the Technical Documentation.

Software Update means provision of Update or Upgrade of the Software to the User.

Support means solely the services of the Problem Solving and the Software Update provided by Safetica to the User on the basis of the Agreement. The Support shall be provided at the "Standard", "Silver", "Gold" and "Individual" levels. The individual levels of Support differ in the Working Hours, Manner of Making Requests, the right to receive Remote Assistance, Regular Contact, Dedicated Contact Person and Reaction Times. The levels of the Support are specified in Annex B hereto.

Technical Documentation means the documentation containing the Software specification. The User received the Technical Documentation from Safetica prior to executing the Agreement; it is also available directly from the Software.

Update means a new version of the Software with a changed number after the decimal point indicating the Software version (x.1, x.2, etc.). The Update usually corrects generally known defects and improves security or the performance of the Software.

Upgrade means a new version of the Software with a changed number before the decimal point indicating the Software version (1.x, 2.x, etc.). The Upgrade usually adds new functionalities to the Software or improves its user interface.

User is a commercial company with which Safetica entered into the Agreement.
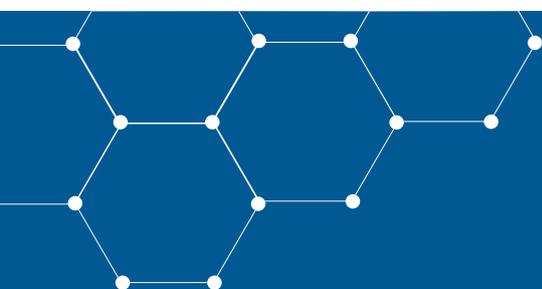
Working Hour means each hour within a time period denoted as Working Hours specified for the relevant level of Support. Working Hours differ according to the level of the Support.

ANNEX B: LEVELS OF SUPPORT

Level of Support	Working Hours	Manner of Making a Request	Remote Assistance	Regular Contact	Dedicated Contact Person	Response Time
STANDARD	9 a.m.– 5 p.m. on Business Days	e-mail telephone	within 2 Business Days	no	no	8 Working Hours
SILVER	9 a.m. – 5 p.m. on Business Days	e-mail telephone	until the end of the next Business Day	quarterly	no	4 Working Hours
GOLD	9 a.m. – 5 p.m. on Business Days	e-mail telephone	within 4 Working Hours	monthly	yes	4 Working Hours
INDIVIDUAL	Individual terms and conditions based on agreement of the Parties.					

Because to err is human