

## Safee Services Terms and Conditions

These Terms and Conditions, including their annexes (the “**Terms**”) shall govern mutual rights and obligations of Safee s.r.o., with its registered seat at Radlická 663/28, Smíchov, 150 00 Praha 5, ID No.: 199 38 454 (the “**Safee**” or the “**Company**”), and the individual person or entity ordering the Services or Products (as defined below) from Safee in connection with their business activities (the “**Client**” as well “**you**” and “**your**” and together with Safee as the “**Parties**” or each separately as the “**Party**”).

WHEREAS:

- (A) The Company is a business company focusing, *inter alia*, on building, operating and providing a cyber security solution as-a-service for entrepreneurs, and providing other services in the field of software such as consultations, implementation, support, development and other related services.
- (B) The Company offers various cyber security solutions, including security operations center, as-a-service in packages as pre-defined or custom-defined by the Client (the “**Product**”) on Safee’s website [www.safee.cz](http://www.safee.cz) (the “**Website**”) or offline, as well as services related to the Products (the “**Services**”), both as specified in these Terms and the Product Description, which is attached as annex hereto.
- (C) The Client wishes to use the Product and be provided with the Services in the scope as ordered by the Client via the Website or offline, and the Company is willing to provide the Client with such Product and Services under the terms and conditions as set forth in these Terms.

THE PARTIES HEREBY AGREE AS FOLLOWS:

### 1. PROVISION OF THE PRODUCT AND SERVICES

1.1. **Order of Product and Services.** Client will order Product and Services in one of the following ways:

#### 1.1.1. Online order through the Website

The Client will:

- i) select the desired Product and Services from the selection as available on the Website, where also the price of the relevant Product or Service is specified,
- ii) fill in the required information, including the identification of the Client, and select the term for which it orders the Products or Services,
- iii) confirm the order of the Product and Services and undertake to pay their price by electronically confirming the order and accepting these Terms (the “**Online Order**”), whereas the Online Order becomes binding on the Client, and
- iv) Upon the Online Order confirmation, the Client will receive the Online Order and accepted Terms to its e-mail address, as specified in the Online Order.

#### 1.1.2. Offline order

The Parties will:

- i) Enter into and execute (via electronic tools or in wet ink) an order form, which will detail and specify the Products and Services ordered by the Client, including specification of the price and term of the order (the “**Offline Order**”), whereas these Terms shall form an integral part of each Offline Order and by signing the Offline Order, the Client accepts these Terms and undertakes to be bound by them.

(the Online Order and the Offline Order together as the “**Order**” and each Order together with the Terms as the “**Agreement**”).

- 1.2. **Provision of Product and Services.** The Company shall provide the Client with the Product and the Services in the scope and quality specified in the Agreement.
- 1.3. **License and Maintenance.** Unless the Agreement provides otherwise, the Services include the provision of a license for the Product and the maintenance and support of the Product to the extent specified in the Order or herein.
- 1.4. **Misuse.** The Client is obliged to make reasonable efforts to prevent misuse of the Product and the Services by unauthorized persons.
- 1.5. **Administration.** Unless the Agreement provides otherwise, all administration and setup of the Product and the Services, as well as backing-up the Client data, is managed by the Client by its own means and under its own responsibility.
- 1.6. **No Custom Development.** As the Product is being delivered as a complete solution, no custom developments are expected within the delivery. Any custom development will be a subject to approval by the Company. Analysis and the expected price will be provided on the Client’s request, which then will be a subject to approval by the Client. Any approved custom development will be charged by the rate agreed by the Parties.
- 1.7. **Third party rights.** Any third-party technology that may be appropriate or necessary for use with some of the Company’s programs or solutions is specified on the Website here <https://www.safee.cz/terms-conditions>, which is regularly updated by the Company. The Client’s right to use such third-party technology is governed by the terms and conditions of such third-party technology license agreement that is referred to by the Company on its Website. The Client shall be obliged and undertakes to get familiar with such third-party terms and conditions and abide by them when using the Products and/or Services. In particular, the Client undertakes to abide by the restrictions in respect of third-party products as specified in Annex B hereto.

## 2. **OWNERSHIP AND RESTRICTIONS**

- 2.1. **Ownership.** The Company retains all ownership and intellectual property rights to the Product and Services. The Company retains all ownership and intellectual property rights to anything developed by the Company and delivered to the Client under or in relation with the Agreement.
- 2.2. **License.** For the period stated in this Agreement, the Client is granted a non-exclusive and non-assignable license/authorization to use the Product in the extent necessary for its internal business purposes and only for the purposes of cyber threats detection subject to other terms and conditions set forth by this Agreement; this license/authorization is granted for the use in the country of the Client’s incorporation/business registration as stated in the Order.
- 2.3. **Restrictions.** The Client shall not:
  - 2.3.1.remove or modify any program markings or any notice of the Company’s and/or third-party’s proprietary rights;
  - 2.3.2.make the programs or materials related to the Product and/or the Services available in any manner to any third party (unless such access is expressly permitted by this Agreement);
  - 2.3.3.modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Product and/or the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials), or access or use the Product and/or the Services in order to build or support, and/or assist any third party in building or supporting, products or services competitive to the Company;
  - 2.3.4.disclose results of any Services and/or Product benchmark tests without the Company’s prior written consent;

- 2.3.5.license, sub-licence, sell, resell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services and/or the Product, and any programs or materials related to the Services and/or Product, to any third party unless expressly permitted by the Agreement;
  - 2.3.6.violate applicable laws or the rights of any third party; or
  - 2.3.7.impede or interfere with the security, stability, availability or performance of any Product or Services, or any other network or service (e.g., denial-of-service attacks, penetration testing or distribution of malware).
- 2.4. **Conditions.** The rights granted to the Client under the Agreement are further subject to the following:
- 2.4.1.except as expressly provided herein, no part of the Product and/or the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means;
  - 2.4.2.the Client undertakes to make every reasonable effort to prevent unauthorized third parties from accessing the Services and/or the Product;
  - 2.4.3.provided that the Client enables access to/use of the Product and/or Services to its personnel, the Client shall ensure that the personnel is made familiar with the conditions and restrictions of use and other relevant obligations hereunder and the Client shall remain fully responsible and liable for any conduct and breaches by its personnel.
- 2.5. **Suspension.** Company may suspend your access to the Product and/or Services if it reasonably believes that you or an authorized user have materially breached sections 2.3 (Restrictions) or 2.4 (Conditions).
- 2.6. **Non-Solicitation.** During the period commencing on the date when this Agreement comes into effect ending one year following the date this Agreement is terminated, the Client shall not, without the Company's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of the Company or its Affiliates; or (ii) hire, on behalf of the Client or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with the Company.
- 2.7. **Penalty.** In the event of a breach of any of Client's obligations stipulated in this Article 2 the Client shall pay to the Company a contractual penalty in the amount of EUR 100,000 (one hundred thousand Euro) for each individual breach within thirty (30) days upon being notified of the breach by the Company unless the respective notified breach was fully and effectively cured (i.e. all effects of such breach had been removed) within 15 (fifteen) days after the receipt of the notification of the breach. This Article does not affect the right of the Company to claim damages above the amount of the contractual penalty.
- 2.8. **Feedback.** The Client or its users may provide the Company with feedback, recommendations, suggestions, testimonials, and materials of similar purpose in connection with the Product and the Services (collectively "**Feedback**"). The Client and its users hereby grant to the Company, for the duration of the Feedback authors' property rights, a transferable, irrevocable, royalty-free, worldwide license (with the right to grant and authorize sublicenses) to use such Feedback for improvement and expansion of Company's Products and Services, without further restriction.
- 3. REMUNERATION**
- 3.1. **Remuneration.** The Parties have agreed that for the provision of the Product and/or Services

- the Client shall be obliged to pay to the Company remuneration set out in the relevant Order, or, if not specified in the Order, as per the currently valid Price List (the “**Remuneration**”).
- 3.2. Any additional services which are not expressly stated to be included in the Product and/or Services in the Order or this Agreement shall be provided for an additional (extra) remuneration as per the currently valid Price List.
- 3.3. The Company is entitled to unilaterally change (increase) the amounts of Remuneration with notification to Client in a written form (including e-mail) thirty (30) days before the end of the current (subscription) period/Term, effective from the subsequent subscription period/Term. For avoidance of doubt, such change shall have no impact to the prices of Products and/or Services ordered prior to such change.
- 3.4. **Payment method.** The Client shall pay the Remuneration and other fees agreed by the Parties in one of the following ways, as per specification in the Order:
- 3.4.1. By credit/debit card as detailed by the Client following the Online Order (the “**Online Payment**”). The Remuneration and fees will be paid by automatically debiting the amount of the Remuneration/fees for the relevant Term to the debit or credit card of the Client. By placing the Online Order and entering its payment or debit/credit card details into the payment gateway to which the Client will be redirected from the Website (the “**Payment Gateway**”), the Client authorizes the Company to make recurring payments of the Remuneration/fees in the manner described in this paragraph. Online Payment of the Remuneration/fees for the first Term shall be made on the date of the Order, immediately following the Order. Each subsequent (recurring) payment of the Remuneration/fees for the applicable Term shall be due on the day immediately preceding the commencement of such Term and shall be paid in the manner described herein. The Client acknowledges that the Payment Gateway is operated by a third party and its use is subject to the terms and conditions of its operator, which the Client agrees to abide by when using the Payment Gateway. The Company shall not be responsible for or liable from the operation of the Payment Gateway.
- 3.4.2. By wire transfer of readily available funds based on an invoice issued by Safee and delivered to the Client (the “**Wire Transfer**”). The Client shall make the Wire Transfer to the bank account and within the payment term specified the respective Safee’s invoice.
- 3.5. **Invoicing.** The Company shall send an invoice to the Client by e-mail on or around the date of the relevant payment as per clause 3.4 above. All bank, credit/debit card or similar payment processing fees arising from the transfer of funds are the sole responsibility of, and shall be borne by the Client. The Company shall be entitled to set the respective payment term in each invoice.
- 3.6. **Taxes.** The Client is obliged to pay any sales, value-added or other similar taxes imposed by applicable law. Unless expressly stated otherwise, all prices stated on the Website, in Orders and in the Company’s offers (including the Remuneration) are excluding VAT and the applicable VAT will be added to such amounts when charged to the Client.
- 3.7. **Penalty.** Should the Client breach his obligation to duly and timely pay the Company with the Remuneration/fees under this Article 3, the Client shall be obliged to pay the Company the contractual penalty in amount of 0,5 % from the Remuneration/fees due per each commenced day of delay.
- 3.8. All fees due under the Agreement are non-cancelable and the sums paid nonrefundable.
- 3.9. **Price List.** Prices of the Products and Services are set in the Company’s price list (the “**Price List**”). The Company regularly updates the Price List in compliance with Article 9.5 hereof. The Price List currently valid at the time of each Order is attached to such Order and forms its integral part; by concluding an Order, the Client confirms that it got familiar with the currently valid Price List and that it accepts it. The currently valid Price List, as updated by the Company from time to time, is also available to Clients upon logging into their user profiles on the Website.

#### 4. QUALITY AND AVAILABILITY OF SERVICES

- 4.1. **Nature of Services.** The Product and the Services are provided through the technical infrastructure of the Company and third parties in the standard quality.
- 4.2. **Changes of Services.** The Company may occasionally make changes of the Product and/or Services, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected; if they do the Company shall without undue delay inform the Client of any material changes.
- 4.3. **Maintaining Products/Services.** Company may occasionally perform maintenance of its Products/Services which may disrupt the performance or availability of affected Products/Services. Company will provide advanced notice of planned maintenance when reasonably possible. If the Company performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Products/Services.
- 4.4. **Cooperation.** The Company and the Client are required to provide each other with all necessary cooperation to fulfill the purpose of the Agreement, in particular they are obliged to notify each other without undue delay of any significant facts that may affect the fulfillment of their obligations under this Agreement and technical circumstances related to access to the Product and the Services. The Client shall, *inter alia*:
- 4.4.1. without undue delay grant remote access to the Company or its personnel to the Client's network, server and/or end-stations in order to allow the Company to deal with relevant security incidents, provided that such service is part of the relevant Product; and
- 4.4.2. without undue delay follow the Company (or its Product-generated) instructions in cases of identified security incidents or potential security incidents; and
- 4.4.3. contact the Company promptly upon the Client or any of its personnel conceives suspicion (or should have reasonably conceived a suspicion) of a potential security incident.

The Client shall use all reasonable efforts to provide needed information, materials, approvals and cooperation needed for provision of the Product and/or the Services to the Client, including the cooperation required under points 4.4.1 through 4.4.3 above, in a timely manner. Any delay by the Client will result in a day-for-day extension of the due date for all deliverables. The Client assumes all liability and responsibility for any Client delays. The Company shall not be liable for any security incidents and their consequences to the extent they were caused by lack of the Client's cooperation. In this connection, any acts or omissions by the Client's personnel are attributable directly to the Client.

- 4.5. **Threat Notifications.** The Client shall inform the Company without undue delay of any ongoing phishing campaigns or other cyber-attacks against the Client that the Client is or becomes aware of, providing the Company with reasonable details.
- 4.6. **Technical Requirements.** The Client shall ensure that the technical requirements for the operation of the Product and Services, as specified in the Product Description annex or otherwise communicated by the Company, are met.

#### 5. TERM AND TERMINATION

- 5.1. This Agreement becomes valid and effective on the day of the Order (its execution by both Parties). The Company shall not be obliged to provide or perform any Products or Services unless and until the payment for the first Term is made (and the first Term will not commence until then).
- 5.2. The Product/Service is ordered and agreed for the period (i.e. the first Term) as specified in the Order (the "**Term**"). The Term shall be automatically (repeatedly) extended by another term of the same duration and immediately following the end of the preceding Term (unless the Order expressly states that automatic renewal is not applicable for the relevant Product or Service)

provided that the Remuneration for the upcoming Term has been paid before such Term commences. If the Remuneration for the relevant upcoming Term is not paid by its due date, the Term shall expire without further notice on the expiry of such latest Term for which the Remuneration has been paid.

- 5.3. After the termination of the Term and/or this Agreement, all rights to access and use the Product and to receive the Services shall end. The expiry of the Term and/or termination of the Agreement shall not affect any provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after the termination hereof.
- 5.4. **Immediate Termination.** Without prejudice to its other rights or remedies, either Party may terminate the Agreement with immediate effect by written notice to the other Party, if such a termination is agreed in this Agreement, or if the other Party:

5.4.1. breaches any of its obligations under this Agreement and either that breach is incapable of remedy or the other Party fails to remedy (cure) such breach within thirty (30) days after receiving written notice requiring it to remedy the respective breach;

5.4.2. ceases to exist without a legal successor;

5.4.3. is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction (for avoidance of any doubts, any unreasoned third party filing for insolvency (or similar) shall not constitute the respective Party being insolvent or unable to pay its debts).

- 5.5. **Suspension of the Term renewal.** Each Party shall be entitled to suspend the renewal of the Term at any time. The Client may do so by suspending the renewal in its user account on the Website in case of Online Orders, or, in case of Offline Orders, by notifying the Company either in writing (via e-mail delivered to e-mail address: [sales@safee.cz](mailto:sales@safee.cz)) or using a link received from the Company via e-mail, whereas upon logging in on that link, the Client will be able to suspend the renewal. The Company may do so by written (including e-mail) notification to the Client. In case of a suspension by any Party, the Term will expire on the last day of the Term for which the Remuneration has already been paid at the time of the suspension.
- 5.6. **Upgrades / downgrade during the Term.** The Client shall be entitled to request a change (upgrade or downgrade) of the ordered Products/Services within its user profile on the Website in case of Online Orders, or by concluding a relevant Offline Order with the Company in case of Offline Orders. In case of an upgrade (i.e. Products or Services for higher Remuneration than the currently consumed ones are requested), such change should be effective immediately upon paying the difference between the Remuneration paid for the relevant Term and the Remuneration for the upgraded Products/Services (which shall be processed following the Client's change request mutatis mutandis as per clause 3.4 et seq. above). In case of a downgrade (i.e. Products or Services for lower Remuneration than the currently consumed ones are requested), such change should be effective with effect from the beginning of the upcoming Period.
- 5.7. **Data after Termination.** The Client agrees and acknowledges that the Company has no obligation to retain the Client's data and that any data may be permanently deleted after 60 (sixty) days following the termination of the Agreement.

## 6. CONFIDENTIALITY

- 6.1. **Confidential information.** By virtue of the Agreement, the Parties may have access to information that is confidential to one another (the "**Confidential Information**"). The Confidential information shall be limited to the terms and pricing under the Agreement,

Client's data residing in the Product and/or Services environment, if any, and all information clearly identified as confidential at the time of disclosure.

- 6.2. A Party's confidential information shall not include information that:
- 6.2.1. is or becomes a part of the public domain through no act or omission of the other Party;
  - 6.2.2. was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party;
  - 6.2.3. is lawfully disclosed to the other Party by a third party without restriction on disclosure;
  - 6.2.4. is disclosed to their respective external advisors bound by professional confidentiality (such as auditors or lawyers); or
  - 6.2.5. is independently developed by the other Party.
- 6.3. The Parties undertake to hold each other's Confidential Information in confidence, make reasonable efforts to protect the confidence of the Confidential Information and to use the Confidential information solely for the purpose of this Agreement; this applies for a period of duration of this Agreement and indefinitely from the date of termination of this Agreement. The Parties further undertake to disclose Confidential Information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under the Agreement.
- 6.4. **Positive Promotion.** Unless notified otherwise by the Client in writing, the Parties have the right to positively promote and otherwise disclose their cooperation and the benefits of their cooperation and the overall nature of their cooperation. Parties agree that this right shall not be unreasonably withheld, and furthermore agree to publicly promote their cooperation by issuing a press announcement within 60 days of the Effective Date of this Agreement.
- 6.5. **Statistical information.** The Company may compile statistical information related to the provision of the Product and performance of the Services, and may make such information publicly available, provided that such information does not incorporate the Client's or its customer's data and/or identify Client's or its customer's confidential information. The Company retains all intellectual property rights in such information.
- 6.6. **Behavioral Intelligence Network Data.** Provided the Products and/or Services include services that benefit from global exchange of anonymized data, e.g., the Company's current Behavioral Intelligence Network services, the Company can, in return, use such types of strictly anonymized data originating from the Client or its customers for the purpose of operation and further development of such Service or Product to the benefit of all its participants.
- 6.7. **Disclosure.** A disclosure of Confidential Information in response to a valid order by a court or other governmental authority, or otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes, provided that the Party disclosing Confidential Information shall send to the other Party, without any delay, a written notice thereof.
- 6.8. **Personal data processing.** The processing of the personal data shall be governed by a separate data processing agreement as attached in Annex C hereto (the "DPA"). By concluding an Order and accepting these Terms, the Client enters into the DPA and undertakes to be bound by it.
- 6.9. **Penalty.** In the event of breach of any obligations stipulated in the articles 6.1 to 6.3 by the Client, the Client shall pay to the Company a contractual penalty in the amount of EUR 20,000 (twenty thousand Euro). This Article shall not affect the right of the Company to claim damages in excess of the amount of the contractual penalty paid.

## 7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

- 7.1. **Services policies.** The Company warrants that the Product and the Services will be performed

in all material respects in accordance with their specification in the Order. If the Product and/or the Services provided to the Client were not performed as warranted, the Client must provide written notice to the Company no later than five (5) business days from the wrong provision of the Product and/or the Services. The Parties agree that unless they expressly agree otherwise in writing, the only claim of the Client from any breach of the warranty hereunder or defective performance of the Company shall be right of the Client for discount on the Product or Services for the Term immediately following the Term in which such breach or defective performance occurred. The Parties hereby expressly exclude application of any legal provisions of the applicable law, to the maximum extent permitted by the applicable law, which would give the Client any other rights or give rise to any other claims that those under the preceding sentence.

7.2. **Services errors.** The Company does not guarantee that the Product and the Services will be performed error-free or uninterrupted, or that the Company will correct all Product and Services errors. The Client acknowledges that the Company does not control the transfer of data over communications facilities, including the internet, and that the Product and the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. The Company is not responsible for any delays, delivery failures, or damage resulting from such issues.

7.3. **Use with third party products.** Company does not support or guarantee integration with third party technologies or services unless they are included as part of a Product/Service or agreed in writing.

7.4. **Intellectual Property Rights.** The Company represents to the Client that the Company has sufficient rights in and to the Product and to provide the Product and the Services as contemplated by the Agreement without obtaining the consent of any other person (or that such consent has been obtained) and, to the best of the Company's knowledge, the Product and the Services do not infringe laws of any jurisdiction on copyright, patents or intellectual property rights.

7.5. **Client's representations.** The Client represents and warrants to the Company that:

7.5.1. it is a corporation duly organized, validly existing under the laws of the jurisdiction of incorporation, and in good standing, and the conclusion and fulfillment of this Agreement does not conflict with any legislation or any administrative measures or rulings which bind the Client;

7.5.2. it is neither insolvent within the meaning of the applicable and effective insolvency legislation, nor such a state is threatened; no insolvency petition has been filed in relation to the Client by any party including the Client itself;

7.5.3. no enforcement or execution order has been applied concerning the Client's assets; under a previously concluded contract or any obligations or prohibitions based on applicable laws.

7.6. In the event that of any Client's representations stipulated in Article 7.5 prove to be breached by the Client, incorrect, untrue or misleading, the Client shall pay to the Company damages arising from this breach and the Company is entitled to terminate this Agreement with immediate effect under Article 5 of this Agreement.

7.7. **Exclusivity.** To the extent permitted by applicable law, representations and warranties provided by the Company herein are exclusive and there are no other express or implied warranties or conditions including for hardware, systems, networks or environments of for merchantability, satisfactory quality and fitness for a particular purpose.

## 8. LIMITATION OF LIABILITY

8.1. **Limitation.** Under this Agreement, the Company's liability to the Client for claims, losses,



damages or injuries arising out of or relating to this Agreement shall be limited to the amount invoiced by the Company to the Client in the calendar year preceding the calendar year in which the breach resulting in the claim, loss, damages or injuries occurred, whereas the limitation amount shall apply for any and all claims, losses, damages or injuries arising in the respective year. In no event shall the Company be liable to the Client or any third party for any consequential or special damages or lost profits or for any non-pecuniary or immaterial damages. The Parties further expressly agree that the Company shall not be liable in any way for results of performed penetration testing (should they be ordered by the Client within the Products) and its potential consequences; by ordering the penetration testing, the Client gives Company consent and permission to perform penetration tests on the Client's systems, platforms and IT infrastructure and to penetrate/enter/access such Client's systems, platforms and IT infrastructure within that testing. **By ordering a penetration testing or any related Products or Services, Client confirms, agrees and accepts Vulnerability tests conditions, as attached in Annex D to the Terms.**

- 8.2. **Mitigation.** Each Party shall take all reasonable steps to mitigate the loss and damage it incurs in relation to any claim or action (whether for negligence, breach of contract, misrepresentation, under any indemnity or otherwise) which it brings against the other.
- 8.3. **Indemnification by Company.** Company shall defend, indemnify and hold Client harmless from and against any loss, costs, liability, damage, claim, suit demand, cause of action, or proceeding arising out of or related to (a) any Product or Service infringing or misappropriating a third party's patent, trade secret, copyright, or other intellectual property right recognized under applicable law; (b) any Company's breach of any representation, warranty or covenant by the under Article 7 of this Agreement; or (c) Company's breach of its obligations set forth in this Agreement that results in a material loss for Client (a) to c) collectively a "**Client Claim**"; provided Company is notified promptly in writing of any such Client Claim and given information and assistance by Client in preparation of the defense of any such Client Claim, and permitted to control defend and/or settle such Client Claim through attorneys of its own choosing. If as a result of such Client Claim, the use by Client of a Product or Services is limited, Company may at its own expense choose and apply one of the following remedies: (i) obtain the right for Client to use the Product or Services; or (ii) modify the Product or Services so that it no longer infringes; or (iii) substitute a comparable non-infringing substitute for the Product or Services. If neither of the foregoing can be achieved despite Company's best efforts, the Company will grant Client a refund of the price already paid by Client for the affected Product/s for any future period of the use that is limited.
- 8.4. **Indemnification by Client.** Client shall defend, indemnify and hold Company together with its respective successors and permitted assigns, and all officers, directors, shareholders, employees, agents and representatives harmless from and against any loss, costs, liability, damage, claim, suit demand, cause of action, or proceeding arising out of or related to (a) Client's and/or any Client Subsidiary's breach of their respective obligations set forth in this Agreement; or (b) any breach of any representation, warranty or covenant under Section 7 of this Agreement that results in a material loss for Company (collectively, a "**Company Claim**"), provided Client is notified promptly in writing of any such Company Claim and given information and assistance by Company in preparation of the defense of any such Company Claim, and permitted to control defend and/or settle such Company Claim through attorneys of its own choosing.
- 8.5. **Force Majeure.** Neither Party shall be responsible for failure or delay in performance for the necessary period of time if caused by an act of war, hostility, or sabotage; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. Both Parties undertake to use reasonable efforts to mitigate the effect of a force majeure event.

## 9. FINAL PROVISIONS

- 9.1. **Prior agreements.** The Parties agree that this Agreement represents their complete agreement regarding the provision of the Product and related Services, and supersedes all prior or contemporaneous agreements or representations, written or oral.
- 9.2. **Applicable law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Czech Republic. The Client assumes the risk of a change of circumstances within the meaning of Section 1762(2) of Act 89/2012 Coll., the Civil Code, as amended (the “**Civil Code**”). Provisions of Sections 1798 – Section 1801 of the Civil Code, Sections 557 and 558 of the Civil Code, shall not apply to the Agreement.
- 9.3. **Dispute resolution.** All disputes or claims arising out of or in connection with this Agreement (including any Order), including disputes relating to its validity, breach, termination or nullity, shall be under jurisdiction of and finally settled by the general courts of the Czech Republic. The Parties agree, within the meaning of Section 89a of the Act 99/1963 Coll., the Civil Procedure Order, on the local jurisdiction of the District Court of Prague 5 (in Czech: *Obvodní soud pro Prahu 5*) and the Municipal Court in Prague (in Czech: *Městský soud v Praze*), where relevant, as the court of first instance with the local jurisdiction.
- 9.4. **Modifications by agreement.** Any modification or addition to this Agreement by agreement of the Parties shall not have any effect unless it is set forth in writing and signed by both Parties or concluded by electronic means, i.e. both Parties (their representatives) shall expressly confirm such a modification or addition by agreement.
- 9.5. **Modification by Company.** Safee enters into contracts in the ordinary course of business with a large number of persons committing to repeated performances of the same kind over a long period of time with reference to these Terms. That considered, Safee shall be entitled to unilaterally update, modify and change these Terms in connection with the operational needs and development and updates of the Products and Services, and to unilaterally change the Price List, taking into account changes in the costs of operation, maintenance and market. Safee shall notify the Client of any such changes via the contacts provided by the Client in the Order (typically via e-mail) at least 30 days prior to the effective date of such change (“**Notification**”). In the event of the Client’s disagreement with the notified change, the Client shall have the right to terminate the Agreement effective as of the end of the last pending Term of the Product or Service ordered prior to the effective date of the change by written notice delivered to Safee in compliance with the Notification. If the Client does not terminate the Agreement in accordance with the Notification, it shall be deemed to have agreed to the change and the change shall become effective and binding as of the date as set out in the Notification.
- 9.6. **Priority.** In case of any discrepancies between the respective Order and these Terms, the respective Order shall prevail.
- 9.7. **Severability.** If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Agreement.
- 9.8. **No Waiver.** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party’s rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- 9.9. **Independent Contractors.** It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.
- 9.10. **Assignment.** The Client may not assign its rights or obligations under this Agreement without the Company’s prior written consent provided by means of an e-mail, in person or a registered

mail.

- 9.11. **Notices and communication.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third (3rd) business day after the date on which it is so mailed, or (iii) sent by e-mail to the recipient Party's designated contact e-mail address, which is for Client the e-mail address as stated in the Client's Order and [sales@safee.cz](mailto:sales@safee.cz) for Company.
- 9.12. **Annexes.** Any annexes stated below form an integral part of the Agreement. In case of any discrepancy between this Agreement and any annex, this Agreement shall prevail.
- 9.12.1. Products and Services Description;
  - 9.12.2. Third-party products;
  - 9.12.3. DPA;
  - 9.12.4. Vulnerability test conditions.

These Terms are valid and effective as of 1.1.2025.

**Safee s.r.o.**

## **ANNEX A: Products and Services Description**

This Products and Services Description is intended to give an overview of what Safee may offer within the respective Products / Services. The specifics, extent and scope of the Products / Services ordered by the respective Client shall always be specified in the Order. Safee shall not be obliged to provide Products and/or Services in the below extent, scope or with the below content and specifics, and does not warrant to the Client that ordered Products and/or Services will have any of the below characteristics, properties, qualities or features, unless those are specified in the respective Order.

### **SEESOC security monitoring service:**

- Working hours (from 9:00 until 17:00 Prague (Czech Republic) time) monitoring and analysis - supervision over the security state, including network traffic monitoring on devices, cloud, or email.
- Automated incident response - XDR solution identifies and isolates incidents, minimizing breach duration.
- Advanced threat analysis - team responds with analysis and appropriate reaction to understand and prevent future threats.
- Incident information - detailed information provided after each incident, including impact and recommendations for future prevention.
- Vulnerability Monitoring and Patching.
- Automated vulnerability scanning - we search and identify weak points in your IT environment with software automated tools.
- Vulnerability prioritization assessment based on severity and potential impact, allowing resource allocation to critical areas.
- Patching affected areas - implementing fixes to ensure systems are updated and resilient against known threats.
- Reports and Security Awareness.
- Regular security reports - detailed overview of infrastructure's security status, including threats, vulnerabilities, and actions taken.
- Information on latest threats and vulnerabilities - updated information provided to stay informed and prevent security issues.
- Improvement recommendations - specific suggestions based on data analysis and industry best practices.
- Decision Support and Strategic Planning.
- Data and insights provided to support decision making and strategic planning in IT security through analysis and consultation.

### **Penetration testing**

**By ordering a penetration testing or any related Products or Services, Client confirms, agrees and accepts Vulnerability tests conditions, as attached in Annex D to the Terms.**

- Vulnerability testing
  - Information gathering (OSINT, leaked company emails, password leaks, gathering information about the company)
  - Detection of open ports
  - Scans and vulnerability testing
  - Default login credentials testing

- Web application scanning: Utilizing automated tools such as Burp Suite, OWASP ZAP, or Nikto for identifying vulnerabilities in web applications, such as SQL injection, cross-site scripting (XSS), etc.
- Testing default passwords and brute force attacks
- Service overloading test
  - Information gathering (OSINT, leaked company emails, password leaks, gathering information about the company)
  - Detection of open ports
  - Scans and vulnerability testing
  - Default login credentials testing
  - Web application scanning: Utilizing automated tools such as Burp Suite, OWASP ZAP, or Nikto for identifying vulnerabilities in web applications, such as SQL injection, cross-site scripting (XSS), etc. Testing default passwords and brute force attacks
- Human security risks testing
  - Penetration test using Phishing, Spear phishing, Whishing, Whaling, Smashing and other communication channels.
  - Statistical reports after every set of tests
  - Standardized or custom phishing scenarios depending to Order.
  - Set of recommendations according to test results
- Physical security audit and test
  - TBD

**Data securization**

- TBD

**Education services**

- General services according to the scope outlined in Annex to the respective Order.

**General ad-hoc services**

- General services according to the scope outlined in Annex to the respective Order.

## ANNEX B: Third-party products

**SentinelOne** (i.e. SentinelOne, Inc. or any of its affiliates or partners)

### 1. Definitions

- 1.1. "**Documentation**" means the written and/or electronic end user or technical documentation, including but not limited to documents, images, recordings and/or videos specifying the functionalities of the SentinelOne Solutions made available by SentinelOne through the SentinelOne website (www.sentinelone.com) or otherwise, updated by SentinelOne from time-to-time in the normal course of business.
- 1.2. "**Endpoint(s)**" means physical or virtual hardware devices or end points that can process data.
- 1.3. "**Endpoint Component(s)**" shall mean the software components of the Solutions which can be downloaded to Endpoints.
- 1.4. "**Enhancements**" mean any and all fixes, patches, bug fixes or any new or modified features added to, or augmenting or otherwise modifying the Solutions or other updates, modifications, refinements and/or enhancements to the Solutions made available by SentinelOne at no additional charge.
- 1.5. "**Sentinel One Technology**" means any and all of SentinelOne's technology (including the Solutions, Solutions MSSP Tools, SentinelOne API(s), Components, and any related software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, Documentation, designs and other tangible or intangible technical material or information, any subsequent updates or upgrades of any of the foregoing;
- 1.6. "**Solution(s)**" means the SentinelOne's malware protection, detection and remediation solutions, together with the software underlying such products and services and any Enhancements provided through MSSP.
- 1.7. "**Solutions MSSP Tools**" mean any tools provided to MSSP by SentinelOne to facilitate MSSP's ability to provide Managed Services with respect to the Solutions to Customers, including without limitation, SentinelOne API ("**SentinelOne API**"), defined as SentinelOne application programming interface provided to MSSP (if any) that permit MSSP to access certain functionalities provided or made available by the Solutions, including those that enable MSSP to develop interfaces to or integrations with Third Party Products.
- 1.8. "**Server Components**" means the server components of the Solutions which may either operate via hosted web services, or as on-prem solution which may be installed on non-SentinelOne servers, subject to SentinelOne written consent on a case by case basis (Server Components and Endpoints Components, together, "**Components**").

### 2. Licence and restrictions

- 2.1. You acknowledge that Safee provides some of the Products and/or Services on the basis of a non-transferable, non-sublicensable, non-exclusive license (granted by SentinelOne) to: (a) demonstrate the Solutions features and functionality to you, (b) implement the SentinelOne Server Components of the SentinelOne Solutions for your benefit and use; (c) access, distribute and install (directly or indirectly) the Endpoint Components of the Solutions on Endpoints owned or controlled by you; (d) manage, access, use and deploy the Solutions for your benefit; and (e) use the Solutions to support you, provided with respect to all rights specified in (a)-(d) above, all such rights are granted to Safee solely in connection with MSSP's delivery of managed services to the Clients. SentinelOne expressly retains all other rights not expressly granted to Safee.
- 2.2. You may not (a) modify, disclose, alter, translate or create derivative works of the Sentinel One Technology (or any of its components) or any accompanying Documentation.
- 2.3. SentinelOne is not liable for any claims arising out of your use of the Solutions or receipt of MSSP Services, except for the liability stipulated by the applicable law.

## ANNEX C: DPA

THIS PERSONAL DATA PROCESSING AGREEMENT (hereinafter the "**Agreement**") has been entered into in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter the "**Regulation**") as well as other generally binding regulations

### BY AND BETWEEN

The Client (as this term is defined in a concluded Co-operation Agreement)

(hereinafter as the "**Data Controller**")

AND

### **Safee s.r.o.**

with its registered seat at Radlická 663/28, Smíchov, 150 00 Praha 5,

Registration No.: 199 38 454,

registered in the Commercial register maintained by the Municipal Court in Prague under File No. C 394194

(hereinafter the "**Data Processor**");

(the Data Controller and the Data Processor hereinafter collectively as the "**Parties**" or separately as the "**Party**").

### **WHEREAS:**

- A. The Parties have entered into a co-operation agreement consisting of the Order Form and the Safee Services Terms and Conditions (hereinafter the "**Co-operation Agreement**"), on the basis of which the Data Processor provides services to the Data Controller in the field of building, operating and providing a cyber security solution as-a-service for entrepreneurs, and providing other services in the field of software such as consultations, implementation, support, development and other related services (hereinafter the "**Services**").
- B. The Data Processor performs personal data processing for the Data Controller by virtue of provision of the Services to the Data Controller under the Co-operation Agreement.
- C. In terms of the provision of the Services, the Parties wish for their mutual rights and obligations to be performed in a way that the processing of personal data thereof is carried out in accordance with the Regulation and generally binding regulations of the Czech Republic.

**NOW, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. Subject of the Agreement and the Purpose of Processing**

- 1.1 This Agreement governs and regulates the relations between the Data Controller and the Data Processor, particularly, the Agreement defines the subject matter and duration of the processing; the nature and purpose of the processing; the type and extent of personal data to be processed; the categories of data subjects; the obligations and rights of the Data Controller and the Data Processor; and conditions and guarantees of the Data Processor from the viewpoint of the technical and organizational security of personal data.
- 1.2 Whilst performing the Co-operation Agreement, the Data Processor processes personal data for the Data Controller for which the Data Controller has identified following purpose(s) of processing:
  - (i) Performance of a contract on basis of which the Data Processor provides Services to the Data Controller.
- 1.3 The Data Processor processes personal data in accordance with the Regulation, the generally binding regulations of the Czech Republic, this Agreement, exclusively for the purposes specified by the Data Controller and per its instructions.

**2. Scope of Data**

- 2.1. For the purposes of this Agreement, personal data shall mean any information relating to a data subject that is subject to protection under the generally binding regulations and which is received by the Data Processor for the purpose of processing specified by the Data Controller.
- 2.2. Under this Agreement, the Data Processor processes the personal data of the data subjects to the following extent (type of personal data):
  - (i) Identification data
  - (ii) Address and contact data
  - (iii) data from mutual communication between the Data Controller and the Data Controller's clients
  - (iv) billing and transaction data
  - (v) or any other data of the Data Controller's clients and/or employees(hereinafter the "**Personal Data**").
- 2.1. Under this Agreement, the Data Processor processes the Personal Data of the following categories of data subjects:
  - (i) the Data Controller' clients and/or employees

**3. Rights & Obligations of the Parties**

- 3.1. Under this Agreement, the Data Controller authorizes the Data Processor to process the Personal Data which the Data Controller provides to the Data Processor for the purpose(s) specified in this Agreement and under the terms and conditions agreed herein, while the Data Processor undertakes to process the Personal Data in accordance with this Agreement and the Regulation.
- 3.2. The Data Controller guarantees that it demonstrably has the Personal Data at its disposal in accordance with the Regulation, and, provided it follows so therefrom, has duly awarded consent of data subjects to process their Personal Data as well. Should the data subject revoke the consent to process his or her Personal Data during the term of this Agreement, the Data Controller is



obliged, without undue delay, to inform the Data Processor, who shall then, with immediate effect, cease to process the Personal Data of the data subject and subsequently delete them.

- 3.3. The Data Controller has determined the following methods and means of processing for the Data Processor:
  - (i) The Personal Data will be processed by the Data Processor in electronically, including automated processing;
  - (ii) The Personal Data will be collected, recorded, stored on data carriers, used, retained, blocked, and disposed of by the Data Processor on the basis of this Agreement.
- 3.4. The Data Processor shall use the Personal Data in accordance with the arrangements and for the purpose(s) specified in this Agreement. The Data Processor shall not use the Personal Data for any other purpose.
- 3.5. The Parties have a duty of confidentiality in relation to the content of this Agreement as well as to any information which each Party learns about the other Party during the course of performing its obligations hereunder, except for the cases where the Party is obliged to provide such information under special legal regulation. This duty of confidentiality does not concern publicly known information.
- 3.6. Each Party is obliged, without undue delay, to inform the other Party of any facts learned in connection with the performance of this Agreement that may affect the scope, quality or the timetable for implementation of the activities hereunder.
- 3.7. The Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes applicable data protection law. The Data Processor shall then be entitled to suspend the execution of the relevant instruction until the Data Controller confirms or changes it.

#### **4. Guarantees of the Data Processor**

- 4.1 The Data Processor shall preserve confidentiality of the Personal Data as well as of security measures taken to ensure the protection thereof, even after the obligations under this Agreement has ceased to exist. The Data Processor shall ensure that its employees and other persons who are involved in the processing of the Personal Data are bound by the same duty of confidentiality throughout the term of this Agreement as well as after it has ceased to exist, and that they are informed about the possible consequences should a breach of this obligation occur.
- 4.2 The Data Processor undertakes to provide all of its employees with regular training in connection with the provision of the Services. The Data Processor shall record all training sessions, as well as documentation proving the presence of Data Processor's employees at these training sessions.
- 4.3 When processing the Personal Data, the Data Processor shall especially proceed in accordance with the written instructions of the Data Controller. The Data Processor also guarantees the safety and protection of the Personal Data that are handed over to the Data Processor by the Data Controller.
- 4.4 The Data Controller agrees that the Data Processor is authorized to engage the other processors, i.e. sub-processors. In case that another data processor becomes involved by the Data Processor, the Data processor shall be responsible for the performance of obligations under this Agreement as if the Data Processor would be carrying out the processing itself. The Data Processor shall enter into a written personal data processing agreement with each subcontractor who is involved in the processing of the Personal Data which will guarantee the provision of at least identical safeguards for the protection of the Personal Data that are provided under this Agreement, esp. as regards security, organizational and technical measures for the protection of the Personal Data.
- 4.5 The Data Processor is obliged to take any such technical and organizational measures to prevent any unlawful or accidental destruction, loss or modification as well as any unauthorized disclosure

of transmitted, stored or otherwise processed Personal Data, or unauthorized access to them. This obligation shall remain in force even after the processing of Personal Data has been terminated. The technical and organizational measures are subject to technical progress and further development. In this respect, it is permissible for the Data Processor to change the technical and organizational measures as long as the security level of the defined measures is not reduced. When processing the Personal Data, the Data Processor shall carry out periodical testing, assessment and evaluation of the efficacy of the established technical and organizational measures in order to ensure security of the processing of the Personal Data. Upon the Data Controller's request, the Data Processor shall inform, without undue delay, the Data Controller about any technical and organizational measures.

- 4.6 The Data Processor shall execute and maintain the Personal Data processing records in accordance with the Regulation vis-à-vis the adopted and implemented technical and organizational measures to ensure the protection of the Personal Data.
- 4.7 In particular, the Data Processor shall ensure that:
- (i) the persons who process the Personal Data for the Data Processor are informed about the Data Controller's instructions;
  - (ii) the Data Controller's instructions for the processing of the Personal Data are abided by persons who have direct access to the Personal Data;
  - (iii) the access to the Personal Data by any unauthorized persons and the means of their processing is prevented;
  - (iv) any unauthorized reading, creation, copying, transmission, modification or deletion of records containing the Personal Data is prevented;
  - (v) persons who process the Personal Data for the Data Processor are informed about the fact that the respective access passwords to any database or storage repository containing the Personal Data should be kept secret and not made available to third parties;
  - (vi) measures which allow to identify and verify to whom the Personal Data were transmitted are adopted; and
  - (vii) availability and access to the Personal Data is restored in a timely manner in case of any physical or technical incidents, as well as pseudonymisation and encryption of the Personal Data and any other measures in accordance with Article 32 of the Regulation, provided it is necessary with regard to the risk of processing of the Personal Data.
- 4.8 The Data Processor shall provide, without undue delay, the Data Controller with all necessary co-operation:
- (i) when the Data Controller is performing its obligation of responding to a request made by a data subject with regard to performance of the data subject's rights (right of access to the Personal Data; the right to portability of the Personal Data; the right to rectification and erasure of the Personal Data; the right to restriction of processing of the Personal Data, the right to object to the processing of the Personal Data), any request made by data subject which is addressed to the Data Processor shall be forwarded by the Data Processor to the Data Controller without undue delay;
  - (ii) when implementing and maintaining the appropriate technical and organizational measures to safeguard the Personal Data;
  - (iii) when ensuring compliance with the obligations under Articles 32 to 36 of the Regulation (reporting/notifying breaches of the security of the Personal Data, or alternatively assessing the impact on the protection of the Personal Data, or prior consultation with the Supervisory Authority), the Data Processor shall report a breach of the security of the Personal Data to

the Data Controller without undue delay and, if possible, within 24 hours from identifying the breach and, in case of any delay, indicate the grounds for such delay.

- 4.9 The Data Processor shall enable the Data Controller, or an auditor who has been authorized by the Data Controller, to conduct inspections and audits of the processing of the Personal Data in order to verify whether the obligations for securing the protection of the Personal Data under this Agreement are being performed by the Data Processor (hereinafter the "**Audit**"). The Data Processor shall provide the Data Controller with all necessary co-operation while carrying out the Audit, in particular, it will present the Data Controller with records of the technical and organizational measures that have been taken and implemented so as to ensure the protection of the Personal Data in accordance with Article 5.6 of this Agreement. The Data Controller will notify the Data Processor of the execution of the Audit in advance within a reasonable time period.
- 4.10 In case that the Data Processor detects a breach of security of the Personal Data, it shall report it, without undue delay, to the Data Controller. A breach of the security of the Personal Data is understood to be a security breach that results in accidental or unlawful destruction, loss, alteration or unauthorized provision or disclosure of transmitted, stored or otherwise processed Personal Data. This report must include:
- (i) a description of the nature of the breach of security of the Personal Data, including, where possible, the categories and approximate numbers of data subjects and categories concerned, and approximate amount of the Personal Data records concerned;
  - (ii) the name and contact details of the Data Protection Officer or other contact person who can provide further information;
  - (iii) a description of the probable consequences of the breach of security of the Personal Data;
  - (iv) a description of the measures that the Data Processor has adopted or proposed aimed at addressing the breach of security of the Personal Data, including any measures for mitigation of the possible adverse impacts.

## **5. Data Processor's Remuneration**

- 5.1. The Parties have agreed that the remuneration for the processing of the Personal Data under this Agreement is included in the remuneration for the Products and Services provided under the Co-operation Agreement.

## **6. Penalties & Liability for Damage**

- 6.1. The Data Processor shall be, in accordance with Article 82 of the Regulation, held liable for any damage caused by the processing of the Personal Data only in case the Data Processor has failed to fulfil the obligations imposed on the Data Processor by the Regulation, or if the Data Processor has exceeded the lawful instructions of the Data Controller or acted contrary to them.
- 6.2. Liability for damage caused by a breach of obligations under this Agreement is governed by the relevant provisions of the Czech Civil Code.

## **7. Duration of the Agreement and Ways of Termination of an Obligation under this Agreement**

- 7.1. This Agreement has been concluded for the duration of the Co-operation Agreement. It shall come into force on the date on which the Co-operation Agreement takes effect.
- 7.2. In case that the obligations under this Agreement are terminated, the Data Processor is obliged, at the choice of the Data Controller, to delete the Personal Data or return the Personal Data to the Data Controller and delete all existing copies. The Data Processor does not have to delete all existing copies of the Personal Data in case their further deposit is required by the applicable law.

Furthermore, the Data Processor is not obliged to delete the Personal Data if the Data Processor is lawfully authorized to process the Personal Data for any other purpose.

- 7.3. Neither Party hereto is entitled to assign any of the rights and obligations under this Agreement to third parties without the prior written consent of the other Party.

## **8. Final Provisions**

- 8.1. This Agreement is governed by Czech law. All disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the competent courts at the seat of the Data Processor.
- 8.2. This Agreement supersedes all existing arrangements of the Parties regarding the subject of this Agreement.
- 8.3. If one or more provisions of this Agreement is invalid, ineffective, void or unenforceable, it shall not result in the invalidity, ineffectiveness, voidness or unenforceability of the entire Agreement. In such case the Parties will substitute such invalid, ineffective, void or unenforceable provision with a provision best-suited to the purpose of such invalid, ineffective, void and/or unenforceable provision.

## **ANNEX D: Vulnerability test conditions**

### **Scope**

The Client shall provide the address of the web application to be tested and specify which addresses or parts of the system are excluded from testing.

### **Testing process**

Safee simulates real attacks including automated and manual approaches to identify security vulnerabilities.

### **Responsibility**

Safee shall not be liable for any damages resulting from or related to the penetration testing process.

### **Backup**

The Client is responsible for creating backups of the tested systems so that, if necessary, it is possible to immediately restore the tested systems from the backup.

### **Unpredictable scenarios**

If unforeseen and serious problems occur because of the testing (catastrophic failure, data loss, etc.), Safee will immediately inform the Client. The Client is obliged to restore its systems from its own backups. Safee will help in identifying the cause of the problem but is not liable for damages caused by these incidents.

### **Disruptive attacks**

Safee shall not, without the express prior consent of the Client, intentionally conduct destructive attacks or tests that could lead to unavailability of the service, loss of data or other negative effects. Examples of such attacks include Denial of Service (DDoS/DoS) or intentional deletion of data. However, if the testing includes a DoS attack that occurs as a side effect of automated testing, this is only permissible if it has been approved by the Client prior to the test. The simulation of a distributed denial of service (DDoS/DoS) attack must be specified in advance in the contract and planned in detail to avoid disruption of third-party traffic.

### **Attack notice**

Safee is obliged to inform the Client prior to the start of any testing that includes the simulation of a distributed denial of service (DDoS) attack. The Client shall inform all relevant parties who are technically responsible for the infrastructure, including the server operator and connectivity provider. These service providers must be fully informed of the planned attack, its scope, timing and expected consequences, so that they can take appropriate measures to minimize any adverse impact on the infrastructure.

### **Permission to test**

The Client hereby expressly authorizes Safee to perform penetration testing on designated systems, applications and networks according to the defined scope in the Agreement. This authorization includes the simulation of real-world attacks, both automated and manual, to identify security vulnerabilities.

The Client shall ensure that all systems included in the testing are backed up prior to the commencement of testing and acknowledges the risks associated with penetration testing, including potential service interruption or data loss.