Terms for providing Product Support and Subscription

Effective date: 14th November 2023

I.   Introduction

SEFIRA spol. s r.o., Antala Staska 2027/77, 140 00 Prague 4, Czech Republic, ID: 62907760, VAT ID: CZ62907760, registered n the Companies Register at the Municipal Court in Prague, Section C, Insert 34572 (hereinafter referred to as „SEFIRA") issues these Terms for providing Product Support and Subscription (hereinafter referred to as „Terms").

II.   Definition of terms

End User
End User is a person, who uses a product or service.

Product Support
Product Support fees are due and payable annually in advance of a support period. Your payment or commitment to pay is required to process product support order. Failure to submit payment will result in the termination of technical support services.

Product Support Period / Subscription
Product Support / Subscription is provided for a period of one year. Product Support / Subscription is effective upon the date your order was accepted by SEFIRA and begins on the day defined for the start of this service. Product Support / Subscription is non-cancellable and the sums paid non-refundable.

Reinstatement of Product Support
If product support lapses a reinstatement fee will be assessed. The reinstatement fee is 150% of the last annual product support fee you paid. The reinstatement fee shall be prorated from the date product support is ordered back to the date product support lapsed. In addition to the reinstatement fee described above, you must pay the product support fee for the support period. This product support fee for a twelve-month support period shall be the last annual product support fee you paid. Renewal adjustment may be applied to the annual support fee.

Subscription
A subscription is a time-limited service providing the End Customer with the right to use a supported version of a software product together with the right to upgrade the software product including the support services described below for the duration of the subscription. Upon expiration of the sub-subscription, the right to use the Software Product shall terminate in its entirety.

OBELISK Signing Portal Client Subscription
The OBELISK Signing Portal Client Subscription is an annual subscription service for active users of the OBELISK Signing Portal Client. An active user is defined as a user who successfully signs via the application at least once during the subscription year of the service. If the number of prepaid Active Users exceeds the number of prepaid Active Users, the End Customer will be charged an additional fee equal to the annual subscription price for each additional Active User above the number of prepaid Active Users.

III. Product support description

<u>Product updates</u>

As part of product support, users are provided with free updates of supported versions of the Software Product.

<u>Helpdesk</u>

   a) Requests for repairs of defects and technical consultations are accepted by SEFIRA at the email address published on https://www.sefira.cz/en/product-support/.
   b) SEFIRA undertakes to respond to such requests by the User no later than the next business day after receiving the request.
   c) Answers to technical questions are provided via a HELP DESK SYSTEM in the following scope:

   i) Basic configuration of the Software Product

   ii) Configuration / modification of rights

   iii) Configuration of the parameters

   iv) Advice concerning the application of updates for the Software Product

   d) Only authorized persons have access to the HelpDesk services provided within Product Support for the Software Product

<u>Access to online services</u>

Product support for OBELISK Archive, OBELISK Trusted Archive, OBELISK Trusted Archive Lite, OBELISK Trusted Store, OBELISK Validator include access to the service for verification of certificates, OBELISK Certificate Validation.

IV. Warranty

The Software product is warranted as long as it is updated to its current version. SEFIRA undertakes to support versions of the Software product for at least one year from the end of distribution of the version.

The scope of Product Support may change at SEFIRA's discretion, provided that the changes do not significantly reduce the level of provided services in a time period that has already been paid for.

V. Payment terms

Product Support and Subscription Services are payable annually in advance unless otherwise agreed. Payment for Product Support Services/Subscription is payable on the basis of an invoice issued by SEFIRA upon receiving the purchase order. The date of the taxable transaction is the date of the tax invoice.

The tax document will be sent electronically to the email address specified in the order. The due date of the tax invoice is 21 days from the date of issue.

In case of delay in payment, SEFIRA is entitled to suspend or restrict the services to which the late payment relates, to the extent of its discretion, until all payments have been made in full.

VI. Renewal of Product Support and Subscription

Neither Product Support nor Subscription are automatically renewed.

During the validity of the Services, the User may request SEFIRA to offer renewal of Product Support / Subscription or SEFIRA will contact the End User with an offer to renew the Product Support / Subscription.

With every renewal of the Product Support / Subscription the price is indexed by 3% per year.

VII. Law and courts

All rights shall be governed by the laws of the Czech Republic, and the parties expressly agree that the legal regime of the contractual relationship established by this Agreement is governed by Act No. 89/2012 Coll., the Civil Code.

In the parts relating to granting the right to use the Software Product or other fulfilment by SEFIRA having the nature of copyrighted works, Act No. 121/2000 Coll., on Copyright and Related Rights (Copyright Act), is to be used.

Any legal action or lawsuits filed in connection with this Agreement shall be commenced and maintained by the competent court of the Czech Republic, and the parties in this respect, within the meaning of Section 89a of the Civil Procedure Code, shall negotiate for all disputes territorial jurisdiction of the Municipal Court in Prague.