

## End User License Agreement of IstroSec s.r.o. for the Software

### ACCEPTANCE

This End User License Agreement (the “**Agreement**” or “**EULA**”) is entered into between IstroSec s.r.o., ID No. 53849060, with its registered office at Černyševského 10, 851 01 Bratislava, Slovak Republic (the “**Provider**”), and the end user (the “**User**”).

By installing, accessing, or otherwise using the Software, the User acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

If the User does not agree with this Agreement in whole or in part, the User must not install, access, or use the Software. In such case, no License shall be deemed granted.

### DEFINITIONS

**Documentation** – all explanatory materials supplied with or relating to the Software, including but not limited to specifications, feature descriptions, user manuals, installation instructions, and other written or electronic materials describing the proper use of the Software.

**License** – defined in Article 2. The License is considered a so-called end-user license in relation to the User; neither this EULA nor the License are in any way a license agreement pursuant to Section 65 et seq. of the Copyright Act.

**Provider** – IstroSec s.r.o., ID No. 53849060, with its registered office at Černyševského 10, 851 01 Bratislava, Slovak Republic, as the owner of the Software or holder of the relevant rights to the Software, who grants the License to the User.

**User** – a legal entity or natural person who has legitimately obtained a License for the Software and on whose behalf the Software is used by its authorized employees, representatives, or contractual partners. In relation to the Software, the User is considered an end user or an authorized user within the meaning of Section 89(1) of Act No. 185/2015 Coll. Copyright Act.

**Services** – any support, maintenance, hosting, implementation, or related services provided by the Provider under this Agreement or a separate agreement.

**Software** – defined in Article 1. Software refers to IstroSec Software and Third-Party Software, which is proprietary software.

**A Third Party** – company that owns Third Party Software and has granted a corresponding license to the Provider. The definitions in lowercase letters in this Agreement have the same meaning as the definitions in uppercase letters.

## **Article 1**

### **Software and access to it**

For the purposes of this Agreement, the term "Software" means IstroSec Software and Third Party Software

IstroSec Software and include:

- a) **computer program IstroSec Gryphon, to the extent of its components (modules) as specified in the relevant order and in the version also specified there,**
- b) all related Documentation, and
- c) any copies, modifications, patches, corrections, supplements, extensions, new releases, updates or upgraded versions of the software, if made available by the Provider and licensed under this Agreement.

Third Party Software includes:

- a) distributable code in the form of Third Party object and/or library code,
- b) all related documentation, and
- c) all copies, modifications, corrections, additions, extensions, new versions, updates, or enhanced versions of the software, if provided by the Provider and licensed under this Agreement.

Third Party Software is part of IstroSec Software, which the User is authorized to use with IstroSec Software, unless otherwise agreed in writing.

Unless otherwise agreed in the order, the User may access the Software: **SaaS model (default):** The Software is hosted on the Provider's remote servers and/or on third-party remote servers based on an agreement with the Provider. Updates and upgrades are provided automatically by the Provider.

## **Article 2**

### **License**

The Provider hereby grants the User the following rights ("**License**") within the scope of the order, effective upon full payment of the price specified in the order, namely a non-transferable, non-sublicensable, and non-exclusive license to use the object code of the Software for its own use, in accordance with the Documentation and this Agreement. The provision of the Software also includes the Documentation, support, and updates to the Software provided to the User.

**Use.** The User is entitled to install and use the Software on as many computers as necessary, subject to the total number of licenses (licensed Users).

**License Term and Territorial scope.** The User's right to use the Software is granted for the period specified in the order, with the possibility of extension (usually based on a separate order or other agreed method). The License is territorially limited to the countries of the European Union, the United States of America, the United Kingdom of Great Britain and Northern Ireland, Switzerland, Norway and to the country in which the User is established and the country in which the

User conducts its business or government activities, unless expressly agreed otherwise in the order. This does not affect other restrictions arising from this Agreement and the relevant order.

**Remuneration for the License.** The remuneration for the License is included in full in the price specified in the order. Under no circumstances shall the remuneration for the License, even partially, be refunded.

**Termination of the License.** The License shall not be created or, if created, shall automatically terminate in its entirety if so provided in this Agreement or if the User violates any provision of this Agreement. Termination shall not affect any other rights or remedies available to the Provider. Upon termination, the User must cease using the Software and ensure its complete uninstallation. The Provider is entitled to cancel integrations, deactivate functions requiring a connection to the server, and terminate the provision of any Services or maintenance.

### Article 3

#### Other conditions

**Software Updates.** The Third Party and the Provider may issue Software updates ("**Updates**"). If the SaaS model under Article 1 or the third-party API model under Article 1 applies, Updates are automatic for the User, unless otherwise agreed in the order.

The Software usually requires updates every 6 months, with Software updates occurring automatically. If the User prevents automatic Software updates by their actions (blocking the connection, disconnecting from the Internet, etc.) or by omission, or otherwise prevents the automatic update of the Software, the User shall perform the Software update manually themselves. In order to maintain the functionality of the Software, the Provider is entitled to require the User to update the Software, beyond the scope of automatic updates, without undue delay, no later than 2 calendar days from the date of the Provider's request to perform the update. If the User fails to perform or does not allow the update, the Provider shall not be liable for the limited functionality or malfunction of the Software.

### Article 4

#### Exercise, limitation of rights, and reservation of rights

**Exercising User rights.** The User must exercise the rights granted under this Agreement personally or through its employees, representatives, or duly authorized contractual partners acting on behalf of the User. The User may use the Software solely for the purpose of securing its activities in accordance with the License.

**Restriction of rights on Third Party Software.** The User and third parties acting on their behalf may not copy, distribute, separate components, or create derivative works from Third Party Software. When using the Third Party Software, the User must comply with the following restrictions:

- a) The User may not decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying concepts, algorithms, file formats, or programming interfaces of the Third Party Software by any means (except and only to the extent that applicable laws prohibit or restrict reverse engineering restrictions, and only with prior written notice to the Third Party);
- b) The User may not distribute, sell, sublicense, rent, lease, or use the Third Party Software or any part thereof for time-sharing, hosting, service provision, or similar purposes;

- c) The User may not remove any product identification, proprietary, copyright, or other notices contained in the Third Party Software;
- d) The User may not modify or create derivative works of any part of the Third Party Software;
- e) The User may not publicly disseminate performance or analysis information, including, without limitation, benchmarks from any source related to the Third Party Software. The User may not allow third parties to profit from the use or functionality of the Third Party Software, except as and only to the extent expressly permitted by the license terms set forth in the accompanying Third Party license terms governing the use of the Third Party Software;
- f) The User may not use the Third Party Software to design or develop nuclear, chemical, or biological weapons or missile technology, or for terrorist activities, without the prior consent of the United States and other jurisdictions with export control, trade, and sanctions regulations;
- g) The User may only use the Third Party Software in the version for which they have obtained a valid License;
- h) The User may only use the Third Party Software in accordance with all applicable laws of the country in which the User is established and the countries in which the User conducts its business or government activities, in particular with regard to copyright and other intellectual property rights, as well as data protection or privacy laws;
- i) The User may not use the Third Party Software in any manner other than as expressly set forth in this Agreement and the applicable order.

**Reservation of rights to Third Party Software.** All rights to the Third Party Software, except those expressly granted to the User under this Agreement and License, are and remain reserved by the Third Party.

**Restriction of Rights to Istrosec Software**

**Reservation of rights to IstroSec Software.** All rights to IstroSec Software, except for the rights expressly granted to the User under this Agreement and License, are and remain reserved to the Provider.

## **Article 5**

### **Intellectual property**

**Ownership of Third Party Software.** The Third Party Software and all related rights, in particular proprietary rights, copyrights, and other intellectual property rights, including all copies thereof, are and remain the exclusive property of a Third party: Antimalware protection powered by Bitdefender SDK, © Bitdefender 1997-2025. These rights are protected by applicable laws and international treaties. The User acknowledges that they only acquire a limited license right to the Third Party Software and that no ownership rights are transferred to the User under this Agreement or under any other contractual relationship with the Provider or a third party.

**Share in the Software.** The User acknowledges that the Third Party has a substantial share in the Software. Regardless of the fact that the Third Party is not a party to this Agreement, it is a party entitled under this Agreement, provided that the rights, claims, and shares in Third-Party Software are their property.

**Ownership of IstroSec Software.** IstroSec Software and all related rights, in particular ownership rights, copyrights, and other intellectual property rights, including all copies thereof, are and remain the exclusive property of the Provider. These rights are protected by applicable laws and international treaties. The User acknowledges that they only acquire a limited license right to the IstroSec Software and that no ownership rights are transferred to the User under this Agreement or under any other contractual relationship with the Provider or a third party.

**Trade secrets and know-how.** The structure, organization, algorithms, databases, and source code of the Software constitute trade secrets and confidential know-how of the Provider and Third Party. The User acknowledges that such trade secrets and know-how are of substantial value to the Provider and Third Party, and undertakes not to disclose, misuse or interfere with them in any way.

**User obligations.** The User is obliged to always respect the intellectual property and know-how of the Provider and Third Party and to refrain from any action that could violate, challenge, or damage the rights of the Provider and Third Party.

## **Article 6**

### **Disclaimer of warranty and limitation of liability**

**Disclaimer of Warranty.** The Software is provided "as is" without any express or implied warranty of any kind on the Software and related Services. The User has no guarantee of uninterrupted operation, functionality, or suitability for a particular purpose. The Provider does not guarantee that the Software will meet the User's requirements, that it will be error-free, or that it will be suitable for any particular intended use. The User acknowledges that the Software is not error-proof and is not designed or intended for use in any hazardous environment, in aircraft navigation, nuclear facilities, communication systems, weapon systems, direct or indirect life support systems, air traffic control, or in any application or installation where a failure of the Software could lead to death, serious injury, or property damage. In the event of use of the Software in accordance with the preceding sentence, the Provider and/or Third Party shall not be liable for the consequences or damages of such use.

**Limitation of Liability.** To the maximum extent permitted by applicable law, the Provider shall not be liable for any indirect, incidental, special, or consequential damages, including, but not limited to, lost profits, lost revenue, loss of data, costs of substitute goods or services, property damage, business interruption, or loss of business information, regardless of the cause, arising out of the use or inability to use the Software, even if the Provider has been advised of the possibility of such damages. If such limitation is not enforceable under applicable law, the Provider's total liability shall in all cases be limited to the total amount of license fees actually paid by the User to the Provider under all orders placed for Software for the last 12 months.

## **Article 7**

### **Penalties**

**Penalties.** The User is responsible for the proper and timely fulfilment of their obligations under this Agreement. In the event of a breach of any of the provisions of this Agreement, the User is obliged to pay the Provider a contractual penalty equal to twice (2) the total license fees paid by the User to the Provider on the basis of all orders placed in the last 36 months.

**Due date.** The contractual penalty is payable within ten (10) days of delivery of a written request for payment issued by the Provider.

**Compensation for damages.** The Provider's right to claim a contractual penalty does not affect its right to full compensation for damages caused by a breach on the part of the User to the extent permitted by applicable law.

## Article 8 Consumer

**Consumer.** Nothing in this Agreement shall prejudice the rights of a User who qualifies as a consumer under the applicable laws of the country in which the User is established or resides, to the extent such rights conflict with the provisions of this Agreement. Given the nature of the Software, the Provider does not expect that the User could be a consumer.

## Article 9 Privacy Policy

**User data and protection of rights.** The Provider processes the personal data of users and their representatives in accordance with applicable data protection legislation, including Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) and relevant national laws.

**Notice on the protection of personal data.** Details on the processing of personal data, including the scope, purpose, legal basis, and rights of data subjects, are provided in the Provider's privacy notice published at Provider's official web page.

## Article 10 Notifications

**Notifications.** All notifications, communications, or legal documents relating to the Software or this Agreement shall be delivered in writing to IstroSec s. r. o., Černyševského 10, 851 01 Bratislava, Slovak Republic, or to such other postal or electronic address as the Provider may notify to the User or is defined at the official Provider's web page.

## Article 11 Audit and Compliance Verification

**Right to audit.** The Provider and/or Third Party are entitled, upon prior notice of no less than 3 calendar days, to verify the User's compliance with the terms and conditions of this Agreement, in particular the scope of use of the Software. Such verification may be carried out by means of an independent audit, the Provider's and/or Third Party's own certification, or an on-site inspection at the User's premises during normal business hours and in a manner that does not disrupt the User's activities beyond what is necessary to perform the audit.

**User cooperation.** The User shall provide the Provider and/or Third Party with all necessary cooperation, assistance, documentation, and access required for the purposes of such verification. If the User fails to provide cooperation even within 5 days of a repeated request by the Provider and/or Third Party, the Provider and/or Third Party shall be entitled to demand payment of a contractual penalty in the amount of € 500 excluding VAT for each day, or part thereof, that the User is late in providing cooperation.

**Remedying non-compliance.** If the audit reveals any non-compliance, the User shall remedy such non-compliance within 30 calendar days. During the period of non-compliance (elimination of non-compliance), the Provider is entitled to suspend the provision of Services or the User's access to the Software without the User being entitled to any financial compensation, discount, etc. If the User fails to remedy the non-compliance within the period specified in the previous sentence, the Provider and/or Third Party shall be entitled to cancel the integration, deactivate functions requiring connection to the server, and terminate the provision of any Services, and at the same time, the Provider shall not be entitled to refund the User for the unused period of the Software provision according to the order.

## Article 12

### Force Majeure

**Exclusion of liability.** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement (except for the User's obligation to pay agreed fees) if such failure or delay is caused by events beyond its reasonable control, including but not limited to natural disasters, pandemic, acts of God, war, terrorism, civil unrest, governmental actions, strikes or other labor disputes, failures of public or private telecommunications or hosting services, or widespread power outages ("Force Majeure").

**Notification duty.** The affected Party shall notify the other Party of the occurrence of Force Majeure without undue delay and shall use reasonable efforts to mitigate the effects.

**Termination option.** If a Force Majeure event lasts longer than sixty (60) consecutive days, either Party may terminate this Agreement upon written notice.

## Article 13

### No assignment or Transfer

**Restrictions on the User.** The User may not assign, transfer, pledge, sublicense, or otherwise dispose of their rights or obligations under this Agreement, whether in whole or in part, without the prior written consent of the Provider and the Third Party. Any action by the User in violation of this article is invalid.

## Article 14

### Export Control and Sanctions Compliance

**Compliance with Laws.** You acknowledge that the Software may be subject to applicable laws and regulations of the European Union, the United States of America, and other jurisdictions regarding export control, trade, and sanctions ("Export Laws").

**User Warranty.** The User represents and warrants that he/she is not a person or entity subject to Export laws, including, without limitation, any person or entity listed on the EU or US sanctions lists, and that he/she will not use, export, re-export, or transfer the Software in violation of export laws.

**Provider's Right to Suspend/Terminate.** The Provider shall not be obligated to perform any obligations under this Agreement if such performance would be prohibited by export laws, and may immediately suspend or terminate the License.



**Export Prohibition.** The User agrees that neither the User nor any third person will export from the United States (with regard to the Third Party Software) or from the European Union (in the case of Software) or permit the export or re-export of any part of the Third Party Software or any of its products:

- a) to (or to a national or resident of) any country that is by the relevant U.S., EU, or international authorities subject to an embargo or that supports terrorism;
- b) to anyone listed on the U.S. Department of Commerce Denied Persons List or the U.S. Department of the Treasury Specially Designated Nationals List or in the EU Sanctions Map or respective lists: <https://www.sanctionsmap.eu/> (or its substitute or equivalent);
- c) to any country to which such export or re-export is restricted or prohibited, or for which the U.S. government, European Commission (see above the EU Sanctions Map) or any agency thereof requires an export license or other government approval at the time of export or re-export, without first obtaining such license or approval; or
- d) otherwise in violation of any export or import restrictions, laws, or regulations of any agency or authority of the United States, European Union (see above the EU Sanctions Map) or a foreign country.

## **Article 15**

### **Confidential information**

**Confidentiality.** The User undertakes to maintain confidentiality regarding all information learned while using the Software or in connection with this Agreement, including, but not limited to, any information about code, technology, know-how, ideas, algorithms, testing procedures, structure, interfaces, specifications, documentation, errors, problem reports, analytical and performance information, and other technical, commercial, product and other data including identification or information about the Third Party ("**Confidential Information**") and not to disclose such information to third persons or use it to the detriment of the Provider and Third Party.

**Non-disclosure of information.** The User declares that they will not disclose confidential information, reproduce it, copy it, or use it for purposes other than the use of the Software under this Agreement. The contracting party is entitled to provide confidential information to third parties if such disclosure of confidential information is required by law but only after prior notification to the Provider. The User shall take such appropriate measures as are required by generally binding legal regulations, or, if there are no such generally binding legal regulations, as are necessary to protect their own confidential information, at least to the extent of reasonable professional care.

## **Article 16**

### **Final provisions**

**Governing law of IstroSec Software.** This Agreement and all legal relationships arising from it and relating to IstroSec Software shall be governed by and construed in accordance with the laws of the country in which the Provider is based



(Slovak Republic). Any disputes relating to IstroSec Software shall be subject to the exclusive jurisdiction of the competent courts of that country.

**Governing Law of Third-Party Software.** This Agreement and all legal relationships arising from it and relating to Third Party Software shall be governed by and construed in accordance with the laws of the State of California and the United States of America. Any disputes relating to Third Party Software shall be subject to the exclusive jurisdiction of the competent courts of that country.

**Entire Agreement.** This Agreement is the only and whole agreement between the Provider and the User about using the Software and totally replaces all previous licenses, license terms, agreements, statements, negotiations, commitments, or info about using the Software. Any changes or deviations from this Agreement are only valid if they are made in writing and signed by both parties, usually by means of an order. The Contracting Parties agree that, in relation to Third Party Software, the English version of the Agreement shall prevail, while in relation to IstroSec Software, the Slovak version of the Agreement shall prevail. In case of doubt as to which language version of the Agreement shall apply, or in case it is impossible to separate IstroSec Software and Third Party Software for a specific case, the language version of the Agreement that is more favorable to the Provider shall always apply.

**Duration, Continuation, and Termination of the Agreement by Notice and Withdrawal from the Agreement.** This Agreement shall be effective from the moment the User accepts its terms and conditions, namely by entering into a contract relating to the Software or Services, at the latest from the moment the order is placed, and for the entire period of use or installation of the Software. Provisions relating to intellectual property, restrictions on use, limitations of liability, penalties, dispute resolution, and any other provisions that by their nature are intended to survive termination shall remain in effect without time limitation. The Provider is entitled to terminate the Agreement without giving any reason, with a notice period of one month for each type of termination under this Agreement. The notice period shall commence on the first day of the month following the month in which the notice was delivered to the other Contracting Party. The Provider shall be entitled to withdraw from the Agreement if the User fails to remedy a material breach of the provisions of the Agreement even within 30 days after receipt of a written notice to remedy specifying the breach in question. The User is entitled to withdraw from the Agreement if the Provider fails to remedy a material breach of the provisions of the Agreement within 90 days of receiving a written request for remedy specifying the breach in question. The notice of withdrawal from the Agreement shall be in writing and delivered to the other Party, provided that the withdrawal from the Agreement shall take effect upon the expiration of the month in which the notice of withdrawal from the Agreement is delivered to the other Party. The contracting parties agree that license fees not used due to the termination of the Agreement in any way shall not be refunded.

**Delivery.** Notices under this Agreement shall be delivered by mail, courier or electronic media (e-mail). Notices shall be delivered to the last known address of the sender of the recipient. Each Party shall inform the other Party of any change of address or contact details (telephone or fax number, e-mail address). Letters sent by post shall be deemed to have been delivered, unless an earlier date of delivery is proved, on the third day after their dispatch to the last known address of the recipient, if delivery is within the territory of the Slovak Republic, or on the seventh day after their dispatch to the last known address of the recipient, if delivery is outside the territory of the Slovak Republic. Documents delivered by courier service shall be deemed to have been delivered on the fifth day after they are handed over to the courier service, unless an earlier date of delivery is proved. Documents delivered by post or courier service shall be deemed to have been delivered even if the addressee refuses to accept the parcel (on the day following the day of refusal or on the day following the last day on which it was deposited at the post office). Documents delivered by electronic means shall be deemed to have been received on the next working day after they are sent. In order for such service to be valid for documents relevant to the contractual relationship established by the Agreement (e.g. notice, withdrawal, proposal for extension, proposal for change, request for cooperation), the document must also be sent by post or courier service no later than the next working day.

**Severability.** If any provision of this Agreement is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions. Such provisions shall remain valid and enforceable in accordance with their wording and intent.

**Amendments.** The Provider may, at its discretion, issue a new version of this Agreement. Such new version shall become binding on the User ninety (90) days after notification, unless the User, within that period, notifies the Provider in accordance with **Chyba! Nenašiel sa žiaden zdroj odkazov.** that it does not agree with the new version. In such case, the License shall terminate upon expiry of the ninety-day period. If the User does not respond within the specified period, it is assumed that they agree with the new version.

