GENERAL TERMS AND CONDITIONS

Article 1 INTRODUCTORY PROVISIONS

1.1 Subject and Purpose of the General Terms and Conditions

These General Terms and Conditions ("GTC") pursuant to Section 273(1) of Act No. 513/1991 Coll. (Commercial Code) govern the legal relationship between the Provider and the Client in connection with the provision of Services. The purpose of these GTC is to define the mutual rights and obligations of the Contractual Parties, ensure a legally predictable framework for performance, and protect the Provider's legitimate interests while delivering specialized cybersecurity expertise to the Client.

1.2 Relation to the Agreement

These GTC form an integral part of Agreement concluded between the Contractual Parties that references or incorporates these GTC. In the event of a conflict between the provisions of the Agreement and these GTC, the provisions of the Agreement shall prevail, unless explicitly agreed otherwise. These GTC may be supplemented or amended by written agreement of the Contractual Parties or in accordance with clause 4.5 of these GTC.

1.3 Scope of Validity and Application

These GTC apply to all Services provided by the Provider to the Client under any valid Agreement, whether delivered reactively (in response to a security incident) or proactively (e.g., under preventive security programs or retainers). They also apply to any partial performance, preparatory activities, or follow-up services directly related to the provision of the Services. By entering into an Agreement referencing these GTC or by accepting the Services, the Client acknowledges and agrees to be bound by these GTC in full. Any general terms and conditions of the Client shall not apply, unless expressly agreed in writing by the Provider.

1.4 Definitions

All capitalized terms used in GTC shall have the meanings assigned to them in this Article unless the context clearly indicates otherwise.

a) **"Acceptance Protocol"** A mutually executed document (or other agreed form of written confirmation) by which the Contractual Parties confirm the proper and complete delivery of Services or Deliverables.

b) **"Agreement"** Any contractual arrangement between the Provider and the Client (such as a Framework Agreement, Purchase Order, statement of work, or other document) under which the Services and/or Deliverables are provided, and which incorporates these GTC by reference.

c) **"Client"** A natural or legal person, acting during its entrepreneurial, trade, or professional activity, that enters into a contractual relationship (Agreement) with the Provider.

d) **“Client Portal”** Any online platform or secure interface designated by the Provider for managing communications, documents, or other information relevant to the contractual relationship.

e) **“Confidential Information”** Confidential information includes, but is not limited to, personal data, sensitive information, limited information, classified information, information and secrets about which confidentiality is required under a special regulation (e.g. banking, tax, trade secrets, confidentiality under Section 12 of Act No. 69/2018 Coll. on Cybersecurity), in particular technical and security information, including data on IT infrastructure, security measures, vulnerabilities, network configurations and other elements of the Parties' cyber security, Deliverables prepared by the Provider in connection with Services, including malware analysis, digital forensic analysis, security audits and expert activities or expert opinions, access data and system configurations, login data, administrator accounts, passwords, API keys and other sensitive data, as well as the personal data of the Parties, their trade secrets and know-how and other information obtained by the Parties in connection with the performance of the Agreement.

f) **“Contractual Parties or Parties”** The Client and the Provider, individually or collectively, bound by these GTC or any Agreement referencing them.

g) **“Contribution”** Any feedback, suggestion, recommendation, or report that the Client provides to the Provider concerning the Provider’s Services or associated tools, which the Provider may use or incorporate into its offerings or provision of Services without obligation.

h) **“Data Processing Agreement”** A separate agreement or addendum that governs the processing of personal data by the Provider on the Client’s behalf, in accordance with applicable data protection legislation.

i) **“Deliverables”** Tangible or intangible outputs (e.g., documentation, software components, data) developed or made available by the Provider as a part of Services during performance under the Agreement.

j) **“Force Majeure”** Any event beyond a Party’s reasonable control (e.g., natural disasters, large-scale cyberattacks, governmental restrictions) that prevents or substantially impairs the performance of contractual obligations.

k) **“General Terms and Conditions”** or “**GTC”** These terms regulating the rights, obligations, and relationship of the Provider and the Client, including any subsequent amendments, annexes, or updates introduced under the conditions stated herein.

l) **“Intellectual Property Rights”** All forms of proprietary rights and interests, whether registered or unregistered, recognized by applicable law. These include, but are not limited to, copyrights, trademarks, service marks, trade secrets, patents, design rights, database rights, know-how, and any other intangible legal protections. This definition also extends to any preparatory or auxiliary materials that can reasonably be considered essential to create or develope protectable outputs, Deliverables or to provide Services,

m) **"Provider"** IstroSec s. r. o., having its registered seat at Černyševského 10, 851 01 Bratislava – Petržalka, Slovak Republic, Company ID: 53849060, or an authorized successor, engaged in delivering Services under these GTC.

n) **"Suspension"** A temporary halt or reduction in Services or performance rights initiated by the Provider under conditions stated in these GTC (e.g., non-payment, material breach, critical security risks).

o) **"Services"** All professional, technical, advisory, or operational activities performed by the Provider in the field of cybersecurity or related areas, including (but not limited to) assessments, audits, consulting, incident response, retainers, system monitoring, training, and any ancillary or support tasks or related products necessary to fulfil the Provider's contractual obligations.

p) **"Product"** Any software, hardware, license, subscription, digital tool, platform access, or technical component (whether proprietary or third-party) supplied, licensed, resold, or otherwise made available by the Provider to the Client, either on a standalone basis or in combination with Services. For the avoidance of doubt, Products are distinct from Services and Deliverables, unless expressly stated otherwise.

1.5 Conclusion of Agreement and Binding Effect of GTC

Any Agreement incorporating these GTC may be concluded in written form, electronically, or by any other means demonstrating the mutual intent of the Contractual Parties to be bound, including but not limited to acceptance of an offer, submission of a purchase order, confirmation by email, electronic signature (e.g., DocuSign), or commencement of performance by the Provider. Acceptance of an offer or order shall constitute full acceptance of these GTC and intent of the Client to be bound by them, even if no separate written contract is executed. The Client expressly waives any requirement for handwritten signatures unless explicitly agreed otherwise.

1.6 B2B Relationship Only

These GTC apply exclusively to contractual relationships entered into in the course of the Client's business, professional, or entrepreneurial activity. The Services are not intended for consumers within the meaning of applicable consumer protection legislation. The Provider does not provide Services to consumers. If the Client falsely represents itself as acting in a business capacity, the Provider reserves the right to immediately terminate the Agreement without compensation.

1.7 Product-Specific Terms and Precedence

Where the provision of any Product is subject to separate license terms, end-user license agreements (EULA), product-specific terms, or conditions imposed by a third-party licensor or manufacturer, such terms shall prevail over these GTC in relation to the use, licensing, operation, and warranty of the respective Product. In the event of any conflict between these GTC and product-specific terms, the product-specific terms shall take precedence solely with respect to the affected Product.

1.8 Interpretation of Product-Related Provisions

References to Products in these GTC shall be interpreted strictly in accordance with the definition set out in clause 1.4(p) and shall not be construed as creating any service-level, maintenance, or support obligations unless expressly agreed in writing.

Article 2 SCOPE OF SERVICES PROVIDED

2.1 Types of Services

The Provider delivers the following categories of Services under these GTC:

a) **Reactive Services**

Services provided in response to a cybersecurity incident or confirmed threat, which may include digital forensics, incident containment, eradication, recovery, and post-incident reporting. These Services are delivered based on the Client's request and are subject to acceptance via an Acceptance Protocol.

b) **Proactive Services**

Services of a preventive or continuous nature, including but not limited to monitoring, threat intelligence, vulnerability management, security assessments, readiness audits, and awareness training. Such Services may be provided under:

- a **prepaid subscription** (e.g., 12-month term with monthly post-paid invoicing),
- a **fixed one-time fee for defined Deliverables** (e.g., audit, license delivery), or
- a **combined billing model**, where infrastructure or Product access is invoiced once and operational support is invoiced monthly.

2.2 Conditions and Limits of Service Provision

The provision of Services is contingent upon the Client furnishing all cooperation, access, and documentation reasonably required by the Provider for the proper delivery of the Services and settling all of Client's obligations (e.g. payment obligations) to the Provider.

2.3 Right to Limit or Refuse Services Outside of Agreement

The Provider reserves the right to limit, defer, or refuse the provision of any Service that falls outside the scope of the agreed Agreement (e.g. Service Level Agreement), exceeds the agreed number of consulting hours, incidents, or units of Service consumption, is requested without a reasonable lead time or during times of limited capacity, would require actions that are unlawful or disproportionate, or is to be provided at a time when the Client is in default of its obligation under the Agreement or these GTC. Any refusal shall be communicated to the Client in writing, stating the reasons for such refusal. The Client acknowledges that the Provider does not guarantee the continued availability, roadmap, or future functionality of any Product, including third-party Products, unless expressly agreed otherwise in writing.

2.4 Third-Party Products and Services

Where the provision of Services involves software, hardware, platforms, licenses, tools, or other products or services supplied by third parties, the Provider acts solely as a reseller, integrator, or intermediary unless expressly agreed otherwise. The Provider does not manufacture, develop, or control such third-party products and provides them strictly subject to the applicable license terms, warranties, and conditions of the respective third-party provider. Any warranties, service levels, or support obligations in relation to such third-party products are governed exclusively by the third party's terms. The Provider shall not be liable for defects, malfunctions, or limitations of third-party products beyond forwarding the Client's claim to the respective provider where applicable.

Article 3 PRICING, PAYMENT TERMS, AND INVOICING

3.1 Validity of Offers

Unless expressly stated otherwise in writing, any commercial offer issued by the Provider shall be valid for fourteen (14) calendar days from the date of issuance. Upon expiry of this period, the Provider shall not be bound by the offer and reserves the right to modify pricing, scope, availability, or delivery conditions.

3.2 Pricing Models

The fees for the Services provided under these GTC shall be determined by the commercial model set out in the Agreement. The Provider may apply one or more of the following pricing models:

a) **Flat Rate - Subscription Services**

Ongoing Proactive Services delivered for a defined period (e.g., 12 months), invoiced either monthly in arrears based on service consumption reporting or as a lump-sum prepaid amount for the entire term of availability (e.g., infrastructure standby or license provisioning).

b) **Time & Material**

Services invoiced according to actual time worked or specific units consumed (e.g., hours, incidents, site visits). Invoicing typically occurs once Services are approved by the Client.

c) **One-Time Fees**

Services (e.g., security assessments, workshops, licensing packages) provided under a fixed-fee model.

d) **Combined Billing**

Where contracted and provided Services allow or require more than one pricing model.

e) **Incident Response Authorization and Billing**

If any party approves Incident Response (IR) activities in any form (including verbal approval) and work on such activities has commenced, such approval shall be deemed to constitute acceptance of the Provider's pricing terms in accordance with the current price list, as well as acceptance of weekly invoicing based on work reports (timesheets).

Timesheets shall be recorded in 15-minute increments and submitted no later than Sunday of the respective calendar week. Invoicing shall be performed on a weekly basis. The Client shall have two (2) business days to review and approve the submitted timesheet. If no objection or confirmation is received within this period, the timesheet shall be deemed approved.

This provision shall apply unless otherwise governed by a separate contractual agreement between the parties.

3.3 **Invoicing and Due Dates**

Invoices shall be issued electronically unless the Client requests a hard copy. Each invoice shall contain all information required by applicable tax and accounting regulations. The standard payment term is 14 calendar days from the invoice date, unless otherwise specified in the Agreement. Any delay in payment entitles the Provider to charge statutory interest on late payments pursuant to Section 369(2) of Act No. 513/1991 Coll. (Commercial Code), without prejudice to any contractual penalties or additional claim for damages or the right to initiate a Suspension. The Client may not withhold payment or set off any claims without the Provider’s prior written consent. Title to any Deliverables or products remains with the Provider until the Provider has received full payment of all amounts due under the Agreement.

3.4 **Triggers for Invoicing and Payment Obligations**

The Client’s obligation to pay arises at the moment of valid delivery, as follows:

a) **AdHoc services**

Deemed duly delivered upon signature of the Acceptance Protocol by both Contractual Parties or by Client. Invoicing occurs immediately thereafter. Partial deliveries may be invoiced separately if agreed in advance.

b) **Prepaid services - monthly post-paid**

Considered delivered monthly, based on an electronic service consumption report (e.g., hours worked, incidents resolved, or other defined metrics). Such report must be submitted electronically (email, Client Portal) by the Provider no later than the fifth (5th) calendar day of the following month.

c) **Prepaid services - one-time invoicing**

Considered delivered on the effective date of the Agreement or upon the Client’s binding order (whichever occurs first), even if the consumption is spread over time.

d) **Prepaid products**

Considered delivered on the date the Provider sends or otherwise makes available the license certificate, access credentials, or technical enablement. Any delay in the Client’s utilization does not affect the invoice due date.

3.5 **Delivery Confirmation and Acceptance**

a) **AdHoc Services**

Delivery shall be deemed valid upon signature of the Acceptance Protocol by both Contractual Parties or by the Client, in accordance with clause 3.4(a). The Client must sign the Acceptance Protocol without undue delay, unless substantiated objections are raised within three (3) business days of delivery. Objections must be submitted in writing and include a detailed description of any alleged deficiencies or non-conformities, supported by relevant evidence. The Provider shall review and respond without undue delay. The Provider’s technical documentation or delivery records shall be deemed conclusive unless the Client provides verifiable contrary evidence. Any justified objections shall be resolved by the Provider within a reasonable timeframe.

b) **Monthly Post-Paid Subscription-Based Services**

Delivery shall be deemed to occur on the day following the last day of the respective month, as set out in clause 3.3(b). If the Client does not raise substantiated objections in writing within three (3) business days of the deemed delivery date, the Services shall be considered accepted. Objections must include a clear description of any deficiencies or non-conformities and supporting evidence. The Provider’s technical logs and service documentation shall be deemed conclusive unless disproven by the Client. Any justified objections shall be addressed within a reasonable period.

c) **Prepaid Services and Products**

Acceptance shall be deemed automatic upon the Services or products being made available to the Client, in line with clause 3.3(c) and (d). Delivery is evidenced by the transmission or availability of license certificates, access credentials, or system enablement. Confirmation may also occur electronically (e.g., via email, system logs, or platform notifications). Any delay in the Client’s use or activation does not affect acceptance or the corresponding payment obligation.

3.6 **Limitations of Liability in Relation to Billing and Use**

The Provider shall not be liable for any loss or damage caused by the Client’s delayed, failed, or incomplete access to Services or Deliverables, provided access was duly made available as agreed, all risks of non-utilization rest solely with the Client.

3.7 **No Refund for Non-Use**

The Client acknowledges that prepaid Services, subscriptions, licenses, or reserved capacities are charged for availability, readiness, or entitlement to use, regardless of actual utilization. Failure to activate, use, or consume the Services or Deliverables does not entitle the Client to any refund, credit, or extension of the agreed term. The risk of non-use lies entirely with the Client.

Article 4 PROVIDER’S RIGHTS AND OBLIGATIONS

4.1 Right to Access Systems

The Client shall grant the Provider, or its authorized personnel, remote or on-site access to relevant information systems and environments as needed to deliver the Services. The Client acknowledges that refusal or undue delay in granting such access may hinder performance and shall not constitute a breach by the Provider.

4.2 Right to Document and Log Activities

To ensure evidence, transparency, security, and legal compliance, the Provider may record and retain data related to its activities under the Agreement, including access logs, timestamps, diagnostics, and communications. These records may be used for invoicing, reporting, or dispute resolution and can be shared with the Client upon written request, subject to the protection of the Provider’s know-how and confidentiality (third party included).

4.3 No Responsibility for Intervention Success

Unless expressly guaranteed in writing, the Provider does not warrant the outcome or uninterrupted effectiveness of any intervention, particularly for reactive Services like incident response or forensics. The Provider’s duty is one of due care *(obligatio ad diligentiam)*, not of guaranteed result *(obligatio ad rem)*. The Client acknowledges that some incidents may have irreversible impacts or limitations beyond the Provider’s control.

4.4 Right to Engage Subcontractors

The Provider may engage qualified subcontractors, affiliates, or independent consultants to perform Services, provided they are bound by equivalent confidentiality and security obligations. The Provider remains fully liable for their acts and omissions as if they were its own.

4.5 Right to Unilaterally Update the GTC

The Provider may unilaterally modify or update these GTC whenever necessary to address changes in applicable legislation or regulatory requirements, introduce new Services, pricing models, or technologies, enhance operational procedures or risk mitigation, or implement internal policy updates that support secure and effective Service delivery. The Provider shall provide the Client with written (including electronic) notice of any such modifications at least fifteen (15) calendar days before their intended effective date. If the Client does not object in writing within this notice period, the revised GTC become binding upon the Parties at the end of said period. In the event of a timely objection, the Provider may, at its sole discretion, continue to perform under the version of the GTC then in effect until the relevant Agreement expires or is terminated, or terminate the contractual relationship by giving the Client reasonable notice. Modifications compelled by mandatory law or arising from regulatory requirements or modifications representing a qualitative or quantitative improvement of the Services shall become effective immediately (or within a shorter timeframe) and shall not be subject to objection by the Client.

Article 5 CLIENT'S OBLIGATIONS

5.1 Duty to Provide Cooperation and Access

The Client shall provide the Provider with all necessary cooperation required for the due and timely provision of the Services. This includes, without limitation, granting the Provider appropriate access to the Client's infrastructure, systems, personnel, documentation, and premises, to the extent reasonably required for the performance of the Agreement. If the Client fails to provide such cooperation, the Provider shall not be held liable for any related delay, deficiency, or inability to perform. Such failure shall not affect the Client's obligation to pay for the Services rendered.

5.2 Timely Reporting of Incidents

The Client is obliged to notify the Provider without undue delay of any suspected or confirmed security incident, system anomaly, or unauthorized access that may require the Provider's response or affect the agreed scope of the Services. The Client shall provide all available information relevant to the context, nature, scope, and timing of the event. The Provider shall not be liable for any consequence resulting from the Client's delayed, inaccurate, or incomplete reporting.

5.3 Responsibility for Own Infrastructure and Backups

Unless otherwise expressly agreed in the respective Agreement, the Client remains solely responsible for the operational status, security configuration, and maintenance of its IT infrastructure, software applications, and data backups. The Provider shall not be liable for any damage, data loss, or operational disruption resulting from in particular but not limited to the Client's security incidents, insufficient backup practices or vulnerabilities.

5.4 Obligation to Provide Accurate and Complete Information

The Client undertakes to provide accurate, truthful, and complete information as reasonably required by the Provider for the purpose of providing the Services. Any misrepresentation, withholding of material facts, or failure to update relevant information may entitle the Provider to suspend or limit the scope of its obligations under the Agreement, without prejudice to the Client's payment obligations.

5.5 Prohibition of Interference with Provider's Work

The Client shall not interfere with, modify, or obstruct the performance of the Provider, including its personnel, systems, or tools, nor shall it instruct third parties to do so without the Provider's prior written consent. In the event of any unauthorized interference, the Provider may suspend performance, charge the Client for necessary remediation measures, and reasonably adjust timelines or deadlines for delivery.

5.6 Security Measures and Auditability

The Client shall not disable, bypass, or interfere with any security controls, technical safeguards, or forensic tools deployed by the Provider in connection with the Services. The Client shall maintain a baseline level of security appropriate for the engagement, including but not limited to endpoint protection, user access controls, and secure communications. Upon request, the Client shall enable or permit documentation and audit of the intervention or activity, in a manner proportionate to the scope of the Services and without causing unjustified disruption to the Client's operations.

5.7 Third-Party Costs

Unless explicitly agreed otherwise in the Agreement, the Client shall bear all direct costs related to any third-party tools, software licenses, cloud platforms, or specialist consultations that are either required for the proper performance of the Services or expressly requested by the Client. Such costs may be invoiced directly to the Client by the respective third party or recharged by the Provider in accordance with the applicable invoicing terms.

5.8 Extraordinary Costs and Client Instructions

All extraordinary or third-party costs incurred in connection with the provision of Services—including but not limited to specialized tools, emergency licenses, negotiation services, blockchain or cryptocurrency transaction fees, exchange rate fluctuations, conversion costs, or charges imposed by external service providers—shall be borne exclusively by the Client, unless expressly agreed otherwise in writing. Where the Provider acts on the Client's explicit instruction, the Provider shall not be responsible for the legality, regulatory implications, or financial consequences of such actions. The Provider does not assume any currency, volatility, or compliance risk related to payments executed on behalf of the Client.

Article 6 LIMITATION OF LIABILITY

6.1 Best Effort Obligation

The Provider undertakes to perform the Services with professional care, skill, and in accordance with industry standards applicable to cybersecurity. The Client acknowledges that the Provider does not guarantee uninterrupted operation, full remediation of security incidents, or prevention of future incidents. Unless expressly agreed otherwise in writing, the Provider's obligation constitutes an obligatio ad diligentiam (best efforts obligation), and not an obligatio ad rem (obligation to achieve a specific result).

6.2 Exclusion of Indirect and Consequential Damages

To the maximum extent permitted by applicable law, the Provider shall not be liable for any indirect or consequential damages, including but not limited to loss of profits or revenue, reputational harm, loss or corruption of data, business interruption, or costs associated with delay or substitute services. This exclusion applies regardless of the legal basis of the claim, whether arising from contract, tort, statutory duty, or otherwise, and even where the Provider was advised of the possibility of such damages.

6.3 Limitation of Liability to Paid Fees

The total aggregate liability of the Provider for any and all claims, damages, or losses arising from or in connection with the provision of Services under the Agreement shall not exceed the total amount of fees actually paid by the Client to the Provider for the specific Service (products excluded) in the twelve (12) calendar months preceding the occurrence of the event giving rise to the liability. This limitation shall not apply in cases of proven intentional misconduct by the Provider.

6.4 Force Majeure

The Provider shall not be liable for any delay or failure in performance caused by Force Majeure. In such cases, the Provider shall notify the Client without undue delay and may suspend the affected performance obligations for the duration of the impediment. If the Force Majeure event continues for more than thirty (30) calendar days, either Contractual Party may terminate the affected portion of the Agreement with a seven (7) calendar day written notice, without incurring liability for such termination.

6.5 No Liability for Third Parties

The Provider shall not be liable for any damages resulting from acts or omissions of third parties, including subcontractors, suppliers, infrastructure or cloud service providers, or end users of the Client. The Provider shall not be liable for any unauthorized use, misconfiguration, or misuse of Deliverables once access, control, or custody thereof has been transferred to the Client. The Client remains solely responsible for managing its contractual and operational relationships with all such third parties.

6.6 Excluded Categories of Liability

To the maximum extent permitted by applicable law, the Provider shall not be liable for any regulatory fines, administrative penalties, sanctions, or compliance-related costs imposed on the Client, including but not limited to fines under data protection, cybersecurity, or financial regulations, nor for reputational damage or loss of goodwill, even if arising in connection with the Services.

Article 7 SUSPENSION OF SERVICES

7.1 Right to Temporarily Suspend Services

The Provider may suspend the provision of Services, in whole or in part and with immediate effect, if the Client fails to pay any due invoice for more than ten (10) calendar days after the due date, breaches material obligations under the Agreement—such as interfering with the Provider's work, withholding necessary cooperation, or violating confidentiality obligations—or if technical, legal, or organizational conditions on the Client's side prevent or significantly impair the performance of the Services, including unavailability of systems, key personnel, or required authorizations.

7.2 Suspension Notice and Mitigation

The Provider shall inform the Client in writing (email being sufficient) of any Suspension, stating the underlying reasons. The Provider will make reasonable efforts to resume Services once the cause of Suspension is resolved. The Client must address the cause of the Suspension without undue delay and shall bear all additional costs reasonably incurred by the Provider due to the cause of Suspension and any activities required to restore the Services.

7.3 Suspension Does Not Affect Entitlement to Payment

Suspension of Services under this Article does not affect the Provider's right to receive payment for Services already performed or made available before the Suspension, Services contractually committed for the Suspension period (including those under flat-rate or subscription pricing), or reasonable costs related to preparatory activities, partial delivery, or preservation of completed work. The Client shall not be entitled to any refund, credit, or reduction of payment obligations due to the Suspension, unless otherwise agreed in writing by both Parties.

7.4 Immediate Technical Measures

In the event of misuse, security threat, compliance risk, or unauthorized interference with the Provider's tools, systems, or Deliverables, the Provider may immediately disable access, revoke credentials, or suspend technical connectivity without prior notice, to the extent reasonably necessary to mitigate such risk.

Article 8 CONFIDENTIALITY

8.1 Obligation of confidentiality

Each Contractual Party (the "Receiving Party") undertakes to maintain the confidentiality of all Confidential Information disclosed by the other Contractual Party (the "Disclosing Party"). The Receiving Party agrees not to disclose such Confidential Information to any third party without the prior written consent of the Disclosing Party, to protect the Confidential Information using at least the same degree of care as it applies to its own confidential information (and in any event no less than a reasonable standard), and to use the Confidential Information solely for the purpose of performing its obligations under the Agreement. Each Contractual Party shall ensure that its employees, and subcontractors comply with the same confidentiality obligations.

8.2 Right to Anonymize and Use for Research and Threat Intelligence

Notwithstanding clause 8.1, the Provider shall be entitled to retain, process, and use anonymized technical data, metadata, attack patterns, and other threat intelligence derived from the performance of the Services, for the purposes of: improving the quality, effectiveness, or security of its Services and internal tools, conducting security research or statistical analysis, and contributing to the broader cybersecurity community or recognized threat-sharing initiatives. Such use shall remain subject to strict technical and organizational safeguards ensuring that no Client-identifying elements are disclosed or reasonably inferable.

8.3 Exceptions to Confidentiality

The confidentiality obligations under this Article shall not apply to information that was lawfully known to the Receiving Party before its disclosure by the Disclosing Party, was lawfully received from a third party not under a confidentiality obligation, becomes publicly available other than through a breach of this Agreement, or must be disclosed pursuant to applicable law, regulation, or binding order of a competent authority, provided that the Receiving Party (where legally permitted) promptly notifies the Disclosing Party in advance and reasonably cooperates to limit the scope of such disclosure.

8.4 Duration of Confidentiality Obligation

The confidentiality obligations set forth in this Article shall remain in force throughout the duration of the contractual relationship and for a period of five (5) years following its termination or expiration, unless a longer period is required under applicable law or has been agreed in writing between the Parties.

Article 9 INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

9.1 Intellectual Property Rights

All Intellectual Property Rights—as defined herein to include all forms of proprietary rights and interests, whether registered or unregistered, recognized by applicable law, including preparatory or auxiliary materials essential to developing protectable outputs—together with all know-how and documentation created, used, or incorporated by the Provider (including its Affiliates, suppliers, or licensors) in the course of performing the Services, shall remain the exclusive property of the Provider unless explicitly transferred in writing, this encompasses, but is not limited to, any pre-existing or newly developed software, tools, scripts, frameworks, methodologies, documentation, libraries, or technologies (whether developed specifically for the Client or not), as well as any outputs, configurations, reports, or Deliverables that are generic, reusable, anonymized, or not created solely and exclusively for the Client, including any enhancements, improvements, or derivative works thereof, whether or not based on Client input, upon full payment of the relevant invoice(s), the Client shall be granted a limited, non-exclusive, non-transferable license to use such Deliverables solely for its internal business operations as specified in the applicable Agreement, with any broader use—such as sublicensing, resale, modification, or distribution—subject to the Provider's prior written consent and potential additional fees, in cases of non-payment or material breach by the Client, the Provider reserves the right to suspend access to Services or Deliverables and revoke any granted licenses until the breach is remedied, with no further rights deemed granted, additionally, the Client shall not modify, adapt, decompile, reverse-engineer, or interconnect any Deliverables or systems provided without prior written consent, and any unauthorized action shall void the Provider's warranties and liabilities for resulting issues.

9.2 Contributions and Feedback

If the Client provides the Provider with any feedback, suggestion, error report, recommendation, or similar input related to the Services or any associated tools or Deliverables, the Provider shall be entitled to use, incorporate, and commercialize such Contribution without restriction and without any obligation to the Client. Unless expressly agreed otherwise in writing, no license or compensation shall be deemed granted to the Client in respect of any enhancement, reuse, or commercialization of such Contribution.

9.3 Data Protection

Personal data shall be processed in accordance with a Data Processing Agreement, which forms part of the contractual relationship. The Data Processing Agreement may be provided in any appropriate manner, including as an annex to the Agreement, via the Client Portal, or through other suitable means. In the absence of such agreement, each Contractual Party shall comply with applicable data protection laws and implement appropriate measures to ensure the security and confidentiality of personal data.

9.4 Anonymized Security Intelligence and AI Use

Notwithstanding any obligations of confidentiality or data protection, the Provider may collect, analyze, and use anonymized and aggregated data derived from the provision of the Services, such as threat patterns, incident statistics, telemetry, system behavior, or metadata. Such data may be used to enhance and optimize the Provider's services, platforms, and analytical models (including AI-based capabilities), to develop tools, automated diagnostics, threat intelligence feeds, or decision-support systems, and for internal research, benchmarking, or technical publications. The Provider may also share anonymized trends or risk indicators within trusted communities or public threat-sharing initiatives. This use shall not involve any Client-identifiable content or personal data unless explicitly permitted in writing or required by law.

9.5 Retention of Methodologies and Know-How

For the avoidance of doubt, all methodologies, frameworks, playbooks, heuristics, analytical models, scripts, internal tools, and know-how used or developed by the Provider in the course of providing the Services shall remain the exclusive property of the Provider, irrespective of whether they are reflected in, referenced by, or used to generate the Deliverables. No transfer or license of such elements is granted to the Client unless expressly agreed in writing.

Article 10 COMMUNICATION AND PUBLICITY

10.1 Official Communication Channels

All formal communication between the Contractual Parties relating to the performance, modification, suspension, or termination of the Agreement shall be conducted via designated official channels. Unless otherwise agreed in writing, these channels include business email addresses of authorized representatives specified in the Agreement, the Client Portal (if available and enabled for communication), and registered postal or courier delivery to the official business address of the respective Contractual Party. Communication via informal methods—such as telephone, messaging apps, or unsanctioned emails—shall not be legally binding unless explicitly confirmed through one of the official channels. Each Contractual Party is responsible for maintaining accurate and operational contact details and shall notify the other without undue delay of any changes. For purposes of determining delivery times, the applicable time zone shall be Central European Time (CET/CEST).

10.2 Use of the Client as Reference

The Provider may identify the Client as a reference by using its name and logo in marketing materials, presentations, website listings, or commercial offers, limited to general information such as the Client's name, logo, industry, and nature of services provided. No confidential details or specific results shall be disclosed. The Client may object to such use at any time in writing. Any use beyond standard references—such as press releases or case studies—requires the Client's prior written consent.

10.3 Communication Escalation Rules

In the event of a dispute, significant delay, or risk of non-performance, the Contractual Parties shall follow a structured escalation process to ensure timely resolution. Escalation shall begin at the operational level with the persons responsible for day-to-day service delivery and, if unresolved within five (5) business days, proceed to the managerial level involving designated service managers or department leads. If the matter remains unresolved for more than ten (10) business days or materially affects contractual performance, it shall escalate to the executive level involving authorized signatories or senior executives. Each Contractual Party shall act in good faith to resolve issues at the lowest possible level. Initiating escalation does not suspend or relieve either Party from its obligations under the Agreement.

10.4 Anonymized Use for Publications

The Provider may use anonymized and non-identifiable information derived from the provision of Services for internal analysis, research, training, benchmarking, threat intelligence sharing, or professional publications, provided that such use does not disclose the Client's identity or Confidential Information.

Article 11 WARRANTIES, DISCLAIMERS, AND SERVICE CHANGES

11.1 Exclusion of Implied Warranties

To the fullest extent permitted by law, the Provider disclaims all implied warranties, including merchantability, fitness for a particular purpose, non-infringement, and uninterrupted availability. No warranty shall arise from any advice or information provided unless expressly confirmed in writing.

11.2 Declarations on Technical Limitations

The Client acknowledges that the effectiveness of the Services depends on the accuracy, completeness, and timeliness of the information, access, and cooperation provided by the Client. The Services may involve tools or methods that generate false positives or negatives, or whose effectiveness may be limited by system configurations or third-party software. The use of automated tools, open-source components, or third-party platforms may introduce technical dependencies or vulnerabilities for which the Provider bears no responsibility, unless explicitly agreed otherwise. Incident response activities may be constrained by the state of the environment at the time of the incident and may not result in full system restoration or complete data recovery.

11.3 Right to Modify the Scope of Services

The Provider may unilaterally modify the technical or functional scope of Services if such modification arises from changes in mandatory legislation or regulatory requirements, or is necessary to maintain or enhance the security, availability, or performance of the Services, and does not materially reduce the agreed service levels. The Client shall be notified of any such modification in writing at least thirty (30) calendar days in advance, except where an earlier change is required by mandatory law or necessitated by a critical vulnerability. In the case of a substantial modification to Services, not caused by changes in mandatory legislation or regulatory requirements, the modification must be reflected in a written amendment to the Agreement or accepted by the Client, otherwise the Client has the right to withdraw from the Agreement. The Client's rejection of a substantial modification of the Services under this Article, which results in the Client's withdrawal from the Agreement, shall not be considered a breach of the Agreement within the meaning of Article 7. This includes the Provider's right to adapt, enhance, or replace technologies or delivery methods used in the Services where such changes are driven by technological advancement or industry best practices, provided they do not materially reduce the agreed service levels.

11.4 Maintenance and Updates

The Provider may perform routine or emergency maintenance, updates, or upgrades affecting the Services or underlying infrastructure. For scheduled maintenance, the Provider shall provide at least two (2) business days' prior notice. In urgent cases, the Provider shall notify the Client as soon as reasonably practicable, either before or after the intervention depending on urgency and impact. The Provider shall use reasonable efforts to minimize disruption and shall not be liable for downtime caused by maintenance performed in accordance with this clause. For the avoidance of doubt, routine or emergency maintenance, updates, or upgrades performed under this Article shall not be considered a substantial modification of the Services within the meaning of clause 11.3.

11.5 Products Provided "As Is"

Unless expressly agreed otherwise in writing, any Products provided by the Provider, including proprietary software tools, licenses, or technical components, are supplied on an "as is" and "as available" basis. The Provider makes no representations or warranties that such Products will be error-free, uninterrupted, compatible with the Client's environment, or fit for any particular purpose. Any implied warranties are expressly excluded to the maximum extent permitted by applicable law.

Article 12 TERM AND TERMINATION

12.1 Contract Term

The term of the Agreement shall be as defined therein. If no specific duration is stated, the Agreement shall remain in effect for the period necessary to complete the ordered Services.

12.2 Withdrawal for Material Breach

Either Contractual Party may withdraw from this Agreement by providing written notice to the other Party if the other Party breaches any obligation under this Agreement and such breach persists for more than thirty (30) calendar days after receipt of written notice specifying the nature of the breach. Any breach not remedied within this period shall be deemed a material breach of this Agreement.

12.3 Termination for Insolvency or Cessation of Business

Either Contractual Party may terminate the Agreement with immediate effect if the other Contractual Party is declared bankrupt, enters liquidation, becomes insolvent, ceases business operations, disposes of a substantial part of its assets, or enters into any arrangement with creditors.

12.4 Unilateral Termination by Provider Without Cause

The Provider may terminate the Agreement for convenience by providing at least thirty (30) calendar days' prior written notice to the Client. Such termination shall not entitle the Client to any refund, compensation, or penalty, and shall not affect the Client's obligation to pay for Services rendered up to the effective date of termination.

12.5 Consequences of Termination

Upon expiration or termination of the Agreement the Client shall cease using the Provider's Deliverables, systems, or access credentials unless expressly licensed to continue such use, both Parties shall return or irreversibly destroy each other's Confidential Information, unless the retention of such data is required by applicable law, expressly agreed by the Parties for archival or scientific purposes, or otherwise permitted under these GTC or the Agreement, all outstanding fees for Services performed prior to termination shall become immediately due and payable. Termination shall not prejudice any rights or remedies accrued by either Party before the effective date of termination.

12.6 Survival of Certain Obligations

The following provisions shall survive the termination or expiration of the Agreement confidentiality, limitations of liability, exclusions of damages, intellectual property rights, licensing restrictions, payment obligations, and any provisions that by their nature or purpose are intended to remain in effect. These shall continue to bind the Contractual Parties after termination.

12.7 Immediate Termination for Risk or Unlawful Instructions

The Provider may terminate the Agreement with immediate effect if the Client requests, instructs, or requires the Provider to perform activities that are unlawful or reasonably likely to expose the Provider to legal, regulatory, reputational, or security harm. Such termination shall not entitle the Client to any compensation or refund.

Article 13 MISCELLANEOUS

13.1 **Governing Law**

These GTC, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with their interpretation, application, or formation, shall be governed by and construed in accordance with the laws of the Slovak Republic.

13.2 **Jurisdiction**

The Contractual Parties irrevocably agree that the courts of the Slovak Republic shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these GTC, including their validity, interpretation, or enforcement.

13.3 **Entire Understanding**

These GTC constitute the entire understanding between the Contractual Parties regarding the subject matter addressed herein and supersede any prior terms, representations, or understandings, whether oral or written, to the extent they relate to the same subject matter. Neither Contractual Party has relied on any statement or representation not expressly set out in these GTC. In the event of any conflict between the provisions of these GTC and the Agreement, the provisions of the Agreement shall prevail.

13.4 **Amendments and Modifications**

These GTC may be unilaterally updated by the Provider in accordance with clause 4.5. Any other modifications shall only be valid if made in writing and expressly confirmed by both Contractual Parties. Informal exchanges or email communication shall not constitute a valid amendment unless they clearly state the intention to amend and are confirmed in writing by both Contractual Parties.

13.5 **Severability**

If any provision of these GTC is found to be invalid, unenforceable, or unlawful, such provision shall be modified to the minimum extent necessary to make it valid and enforceable. If modification is not feasible, the affected provision shall be deemed severed, and the remaining provisions shall remain in full force and effect.

13.6 **No Waiver**

No delay or failure by the Provider in exercising any right or remedy under these GTC shall constitute a waiver of that right or remedy. A partial or single exercise of any right shall not preclude any further or future exercise of the same or any other right.

13.7 **Relationship**

Nothing in these GTC shall be construed as creating an agency, partnership, joint venture, employment, or fiduciary relationship between the Contractual Parties. The Client is not authorized to bind or represent the Provider in any manner without the Provider’s prior written consent.

13.8 **Governing Language**

These GTC are executed in the English language. Any translation provided for convenience purposes only shall have no legal effect. In the event of any discrepancy or inconsistency between the English version and any translated version, the English version shall prevail.