

PRODO SIGN SUBSCRIPTION AGREEMENT No. 1

Valid from 1 February 2023

This subscription agreement is an agreement between **You** and **UAB "Sekasoft"**, registration No. 133934131, address Savanorių pr. 349, Kaunas 51480, Lithuania, website www.prodo.online (hereinafter – **VENDOR**). **You** must read this agreement. This agreement applies to **VENDOR's "Prodo Sign"** software as a service (hereinafter – **SIGN**), **SIGN** subscription and any **SIGN** updates, versions, modifications, and additions unless they are subject to the separate agreement. **SIGN** provides document signing with electronic signatures and other related functionality in the Microsoft 365 SharePoint environment using qualified electronic signature services/transactions from **EID Easy OÜ**, registration No. 14080014, address Telliskivi tn 60/1, Tallinn 10412, Estonia, website www.eideasy.com (hereinafter – **PROVIDER**).

If **You** use **SIGN** or intend to use **SIGN**, it means **You** agree to all terms and conditions of this agreement. If **You** do not agree to this agreement, **You** are not entitled to use **SIGN**, and if **You** have already started using **SIGN**, **You** must stop using **SIGN** immediately.

START OF SUBSCRIPTION. The start of **SIGN** subscription is the next calendar day after **You** first ordered **SIGN**. The start of the subscription is fixed and does not depend on whether **You** have started using **SIGN** or not yet.

END OF SUBSCRIPTION. When **You** notify **VENDOR** in writing that **You** request to stop using **SIGN**, the **SIGN** subscription will cancel from the end of the last calendar month paid for **SIGN** subscription. **VENDOR** has the right to cancel **SIGN** subscription from the end of the last calendar month paid for **SIGN** subscription if **You** do not fulfill **Your** obligations. **VENDOR** has the right to cancel **SIGN** subscription without giving a reason by notifying **You** in writing at least 12 (twelve) months in advance. The end of **SIGN** subscription means **You** no longer have the right to use **SIGN**.

SUBSCRIPTION PERIOD. The **SIGN** subscription period is from the Start of subscription to the End of subscription.

OBLIGATIONS OF VENDOR. **VENDOR** undertakes to ensure the availability of **SIGN** (i.e. the ability to basically use the **SIGN** functionality) at least 99.5% (ninety-nine and five-tenths of percent) of the time per year, excluding the time when **VENDOR** makes planned stops of **SIGN** usage for updates and preventive work. **VENDOR** develops new versions and updates the back-end of **SIGN** on its own initiative and schedule, and **You** are responsible for updating the front-end software of new **SIGN** versions. **VENDOR** and its specialists undertake to act professionally and honestly, to provide the services with due care and diligence.

WARRANTY. **PROVIDER** provides **You** with a warranty for malfunctions and errors of qualified electronic signature services. For the entire Subscription period, **VENDOR** undertakes to provide **You** with **SIGN** functionality warranty, i.e. in the next new versions of **SIGN** to fix **SIGN** software bugs that cause **You** recurring malfunctions of **SIGN** functionality and that **You** have reported by e-mail support@prodo.online, unless **VENDOR** offers to adapt some procedure that does not materially affect **SIGN** usage and does not cause **SIGN** malfunctions. **SIGN** warranty is not valid for old **SIGN** versions, as well as if **SIGN** functionality malfunctions occur due to **Your** or third-party modifications used in the Microsoft 365 environment. **VENDOR** makes no warranties about **SIGN** usage and the consequences of **SIGN** usage. **SIGN** is used as is, within the existing **SIGN** functionality and configuration capabilities. **You** assume all responsibility and risk for the **SIGN** usage and agree not to seek any recovery from **VENDOR** of any direct or indirect loss or loss of income resulting from **SIGN** usage. **VENDOR** warrants that for **SIGN** operation only licensed software is used, and that **SIGN** does not infringe the intellectual, property or other proprietary rights of third parties.

YOUR RIGHTS AND OBLIGATIONS. **You** have the non-exclusive right to use **SIGN** for the Subscription period in an unlimited territory for no more than tenants and users than **You** have subscribed to and paid for. The total number of **SIGN** users includes all individuals (except for persons invited to sign) – employees of **Your** organization, of divisions, branches, agencies, subsidiaries, parent companies, affiliates, **Your** franchisees, **Your** partners and other third parties to whom **You** are entitled to grant the right to use **SIGN** under this agreement. All responsibility for the **SIGN** usage by the individuals and third parties **You** allow remains with **You**. **You** have the right to change the number of **SIGN** tenants and users at **Your** request by contacting **VENDOR** – to increase at any time, and to decrease from the next not paid month. For the entire Subscription period **You** undertake to pay **VENDOR** for the number of tenants and users **You** are subscribing. **You** may not use **SIGN** improperly, unreasonably burden **SIGN**, use **SIGN** with bots/robots and otherwise violate the normal **SIGN** usage. **You** may not assign or otherwise transfer any of **Your** rights or obligations under this agreement to any third party without the prior written consent of **VENDOR**.

SIGN PRICE. **SIGN** subscription price is determined for each tenant and each user for each calendar month according to the **VENDOR's** actual valid pricelist or at prices separately agreed with **You**, or, at **Your** request, for the desired number of months at once in advance. For an incomplete calendar month, the price is reduced in proportion to the number of calendar days. All prices are indicated in euros (EUR / €) without value-added tax (VAT), which is added on the day of the invoice according to the statutory VAT rate or is not added according to the current legislation of the European Union. The price does not include the price of qualified electronic signature transactions (signing, verification, etc.) – **You** can order these transactions from **PROVIDER**.

ADDITIONAL SERVICES. By contacting **VENDOR** and upon mutually agreed terms **You** have the right to order additional services (**SIGN** installation, consultations, **SIGN** adaptations, integrations, etc.). **You** undertake to create conditions for the provision of services and to transmit the information requested by **VENDOR** and available to **You** for the provision of services. All services are provided remotely, but when at **Your** request the services are provided on-site, **You** undertake to pay the pre-agreed round-trip travel expenses and time spent on travel. **VENDOR** undertakes to provide **You** with a service warranty (elimination of service defects) for 6 (six) months after the provision of the respective service.

PAYMENT PROCEDURE. Either the payment procedure for **SIGN** agreed with **PROVIDER**, or the procedure for payment directly to **VENDOR** specified below applies to **You**. At the beginning of each month, **VENDOR** will provide **You** with a VAT invoice for that month's **SIGN** subscription for the number of tenants and users **You** have subscribed, except for the number of tenants and users for which **You** have prepaid for that month. **VENDOR** shall also include in the VAT invoice the price for the number of additional **SIGN** tenants and users subscribed in the previous month (if **You** have subscribed), and for the services provided in the previous month (if **You** have ordered). VAT invoices are submitted by e-mail specified by **You**, they are not signed and are not sent by post. **You** undertake to pay the VAT invoices provided by **VENDOR** within 14 (fourteen) calendar days after the receipt of the VAT invoice by e-mail, by transferring money in euros by bank payment to the **VENDOR's** account specified in the VAT invoice, indicating the VAT invoice number in the payment description. Payment shall be deemed to have been made when the full amount of money has been credited to the **VENDOR's** account. If **You** are late in paying for **SIGN**, **VENDOR** shall have the right to charge **You** interest at the rate of 0.05% (five hundredths of percent) from the unpaid amount for each calendar day of delay and a 20.00 € (twenty euro) debt administration fee for each month of delay. If **You** are late in paying for **SIGN** with **VENDOR** or **PROVIDER** more than 60 (sixty) calendar days, **You** will no longer be entitled to use **SIGN** from that day until the day of payment plus a week. **You** agree that in the event of **Your** indebtedness, **VENDOR** and **PROVIDER** have the right to demand advance payments and limit the provision of services, and **You** undertake to reimburse all reasonable costs of **VENDOR** and **PROVIDER** related to the administration and recovery of the debt. None of **Your** payments, including **SIGN** subscription payments in advance, are considered prepayments and are non-refundable.

PRICING CHANGES. **VENDOR** has the right to change any prices and rates, notifying **You** no later than 3 (three) months in advance. If **You** do not agree, **VENDOR** shall have the right, notifying **You** no later than 3 (three) months in advance, to unilaterally cancel **SIGN** subscription from the end of the last calendar month paid for **SIGN** subscription or later, but not earlier than 6 (six) months from primary notification of pricing change.

VALIDITY. This agreement is valid indefinitely. **VENDOR** has the right to change this agreement either by mutual agreement with **You** or unilaterally by notifying **You** in writing at least 6 (six) months in advance.

INTELLECTUAL PROPERTY. **VENDOR** owns all copyright, property, and other intellectual and proprietary rights to **SIGN** and all copies thereof both during and after Subscription period. **You** are not entitled to use **SIGN** for more tenants and users than **You** have subscribed and paid for. **You** may not sell, lease, sublicense, distribute, or otherwise transfer **SIGN** or **SIGN** subscription to any third parties without the prior written consent of **VENDOR**. **You** may not copy **SIGN** except for the backup-restore purposes. **You** may not modify, adapt, or otherwise alter the **SIGN** software source code. **You** may not decompile or reverse engineer **SIGN**. **You** undertake to take the necessary measures to protect **SIGN** used by **You** from such usage, copying, publishing, disclosure, or distribution that is not permitted under this agreement. **You** undertake not to delete, obscure, or invalidate any intellectual property marks, trademarks, patents, copyrights, etc. on **SIGN**. **You** have no additional rights to **SIGN**, except those provided for in this agreement.

CONFIDENTIALITY. **VENDOR** and **You** undertake keep in secret and shall not disclose the other party's confidential information (confidential information is all information other than publicly available or lawfully obtained information), including **Your** data processed by **SIGN**, to any third party except as required by law, or where the other party gives its prior written consent. In the event of unlawful disclosure or leakage of confidential information, the parties undertake to cooperate, to inform each other promptly and to provide all known information on the circumstances, recipients, and potential benefits of the disclosure of confidential information. The guilty party who has unlawfully disclosed confidential information shall, at the request of the other party, undertake to pay the affected party a compensation for the direct losses suffered as in this agreement.

PROTECTION OF PERSONAL DATA. **VENDOR** and **You**, having gained access to the personal data controlled by the other party, are considered to be the personal data processor. **VENDOR** and **You**, acting as the personal data processor, undertake to comply with the legislation on the protection of personal data, as well as undertake to process personal data by its own only in the legitimate interest of the parties or when such an obligation is provided by law, only for intended purposes (on the fulfillment of obligations between the parties; on relations between the parties; on compliance with the requirements of the legislation applicable to the party; on other expressly mutually agreed purposes), and only for as long as it is necessary for the purposes intended. In the event of potential violations of personal data protection, the parties undertake to cooperate, to inform each other promptly and to provide all known information about the circumstances of the potential violation of personal data protection.

COOPERATION AND DISPUTES. **VENDOR** and **You** undertake to cooperate, adhere to ethics, and refrain from any action that could harm the interests, reputation, cooperation, or mutual benefit of the parties. **VENDOR** will send **You** all notifications by email **You** provided. **You** must send all notifications to **VENDOR** by email support@prodo.online. All disagreements and disputes arising between **VENDOR** and **You** shall be resolved through negotiations, and within 30 (thirty) calendar days unresolved disputes shall be resolved in the courts of the Republic of Lithuania according to the address of **VENDOR's** headquarters.

APPLICABLE LAW. The laws of the Republic of Lithuania shall apply to this agreement, as well as to related mutual relations between **VENDOR** and **You**.