



Software as a Service Frame Agreement

This is a Software as a Service Frame Agreement (hereinafter the “Agreement”) between the supplier and the customer.

THIS AGREEMENT is entered into today [REDACTED] in Kallithea by and between:

1. Entersoft S.A. incorporated and registered in Greece, whose registered office is at 362 Siggrou Ave., Kallithea, Athens, Tax Identification Number EL999864122, legally represented by(hereinafter “Supplier”).
2. The company under the trade name....., whose registered office is, Tax Identification Number, legally represented by(hereinafter “Customer”).
(jointly referred to as “Parties”)

Background

- A. The Supplier has developed software applications and resells platforms and Infrastructure which it makes available to subscribers under the terms of the present Agreement as such Services are determined in detail on the Supplier’s website (portal) cloud.entersoft.gr.
- B. The Customer wishes to use the Supplier’s Service in its business operations as per the relevant Services Order which the Customer has already submitted electronically via the above portal at his request to the Supplier and the Supplier has already accepted in the same way.
- C. The Supplier has agreed to provide and the Customer has agreed to receive and pay for the Supplier’s Services subject to the terms and conditions of this agreement and any special terms included in the relevant Services Order.

The Parties hereto agree as follows:

1. Interpretation

- 1.1. The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation

Business Day: any day which is not a weekend or public holiday in the Territory

Change of Control: the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer’s behalf for the purpose of using the Services or facilitating the Customer’s use of the Services.

Documentation: the documents made available to the Customer by the Supplier either in printed form or online through the use of Services.

Effective Date: the date of the execution of this agreement and of the relevant Services Order.

Initial Subscription Term: the initial term of this agreement and of the Services Order.

Normal Business Hours: [9.00 am to 17.00 pm] local time, each Business Day in Greece.

Services Order: The Order that has already been placed by the Customer via the Supplier’s website cloud.entersoft.gr and in which the Services offered to the Customer and the special terms for such Services are determined. The Services Order in the electronic form provided through the Supplier’s website is an integral part of this Agreement and is incorporated into this Agreement as Annex A.

Renewal Period: the period described in clause 8.1.ii. and agreed in each Services Order.

Services: the software as an online service (including Infrastructure, if any) provided by the Supplier to the Customer under this agreement and included in the Supplier’s portal cloud.entersoft.gr or any other website notified to the Customer by the Supplier from time to time.

Software: the online software applications provided by the Supplier as part of the Services and the relevant license. Such license will include a warranty period of 90 days from the execution of the relevant Services Order.

Standard Customer Support: refers to the customer support services provided by the Supplier to the Customer about his subscription to the Services and includes telephone and email support for registration, upgrade of services, renewal and account information.

Subscription Term: includes the Initial Subscription Term and every Renewal Period agreed thereafter.

Support Services Policy: the Supplier’s policy for providing support in relation to the Services as made available at the Supplier’s website (portal) cloud.entersoft.gr or any other website address which may be announced to the Customer from time to time.

Territory: the Country where the Services are offered

User Subscriptions: the number of licensed users purchased by the Customer which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data(including worms, viruses and other similar things or devices).

2. Service

2.1. Subject to the Customer purchasing the Services of Schedule A in accordance with the Services Order and clause 3.2 below, the restrictions set out in this clause 2.3 below and the other terms and conditions of this agreement and any special terms included in each Services Order, the Supplier hereby shall grant to the Customer a non-exclusive, non-transferable right to permit to the Customer and its users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2. In relation to the Authorised Users by the Customer, the Customer undertakes that:

- a. Will be given only one password which will be used by his Authorised User to whom will authorise to access and use the Services and the Documentation.
- b. Subject to the above the Customer will use the Services ordered according to his needs.
- c. The Customer shall keep a secure password for his use of the Services and Documentation and such password will be kept as confidential.
- d. Customer shall order the Services in which all licenses and new releases will be included.

2.3. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services (in case such Services include infrastructure) that:

- a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.
- b. facilitates illegal activity including gambling.
- c. depicts sexually or similar explicit images.
- d. promotes unlawful violence.
- e. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
- f. causes damage or injury to any person or property.

The Supplier reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4. The Customer shall not:

- a. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - i. and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - ii. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- b. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- c. use the Services and/or Documentation to provide services to third parties since such license is given only for the Customer business needs; or
- d. subject to clause 14.8, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Customer Authorised Users, or
- e. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.4.

2.5. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.6. The rights provided under this Agreement are granted solely to the Customer and any subsidiary or affiliate company to which the Customer holds the majority of shares unless something different is clearly agreed in the relevant Services Order. In such case the Customer will notify the Supplier for the affiliate to which the Services will be offered under a different Services Order to be signed between the Parties.

3. Additional Services and New Releases

- 3.1. The Customer may, from time to time during any Subscription Term, purchase additional Services from the Services List on the Supplier's portal cloud.entersoft.gr and new releases under a separate Services Order and the Supplier shall grant access to the Services and the Documentation in accordance with the provisions of this agreement.
- 3.2. The purchase of Additional Services and new releases is implemented via the Supplier's website (portal) cloud.entersoft.gr and through the relevant links for providing Services and the relevant Services Orders therein. The Customer will electronically submit a request to the Supplier via the portal - Service Order for the purchase of Additional Services. If the Supplier accepts (again electronically) the relevant request and informs the Customer, it will be considered that the relevant agreement has been concluded and has become an integral part of this Agreement.

4. Personal Data

- 4.1. Supplier and the Customer shall comply with the provisions of Laws 4624/2019 and 3471/2006, of GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council), with the existing and future decisions of the Data Protection Authority in Greece regarding the protection of personal data, but also with the Greek and European legislation in general regarding personal data processed in the course of provision of the Services.
- 4.2. Provided that collection and/or processing of personal data by or in relation with the Customer or its customers is taking place in the context of the Agreement or under it and during the provision of the Services set out in the Agreement, Supplier shall act only on behalf of and as ordered by the Customer, the latter being the data controller, as this term is defined in Law 4624/2019 and/or in Regulation 2016/679.
- 4.3. Supplier shall process the personal data only on instructions from the Customer. Supplier agrees that any personal data that may come to its knowledge concerning the Agreement shall be used only for the purpose of providing the Services and in its context and for no other purpose, unless the Customer authorizes otherwise the Supplier. Supplier shall not use the said personal data in such manner as to cause harm to the Customer or to benefit a competitor. Supplier agrees that it shall not reveal the above mentioned personal data in third parties, unless it is required by law or in order to comply with an instruction from a competent administrative or judicial authority. For the purposes of the present term are not intended as third parties the employees and/or the servants and/or the cooperators/subcontractors of Supplier to whom the provisions of par. 4.8 apply.
- 4.4. Supplier shall maintain recording media that contain personal data, which it acquired in relation with the Agreement, only as long as it is necessary for the provision of the Services or for the performance of any obligation deriving from the Agreement. After the termination of the Agreement or earlier if requested by the Customer, Supplier shall return to the Customer or, on Customer's request and instructions, destroy each and every recording media, documents or any other means (either maintained electronically or otherwise) that contain personal data, as well as each and every copy of them of any form. By way of exception, in case a retention obligation is imposed by the applicable legislation and as long as the said obligation is in effect, Supplier shall retain the recording media, the documents or any other means containing personal data.
- 4.5. Security. Supplier shall apply the appropriate legal, technical and organizational measures according to the existing best practice and the level of advancement in the field of activity concerned, in order to protect the personal data from ever unauthorized or illegal processing and from every unauthorized loss, destruction, damage, alteration or disclosure, as well as from every violation or attempted violation of the security measures ("Violation of Information Security"), by taking into consideration the nature of the information concerned and according to the provisions of article 32 of Regulation 679/2016.
- 4.6. Supplier may alter the above mentioned measures taking into account the rapid technological developments in the field of information security, the constantly emerging risks for the information security, the costs of implementing technical and organizational data security measures and the nature of the personal data that come to its knowledge or possession under the Agreement as well as the nature of the processing.
- 4.7. Supplier shall, promptly and in any case within the deadlines provided by the applicable legislation, notify the Customer as long as it becomes aware or has reason to believe that a Violation of Information Security took place or is probably going to take place at least of: (1) the nature of the violation of the security measures, (2) the type of the personal data probably violated, (3) the duration and the expected consequences of the Violation of Information Security and (4) any mitigation or remediation measures taken or proposed to be taken in order to address the personal data breach.
- 4.8. Supplier shall ensure that its employees/ servants/ cooperators/subcontractors have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality with the same content as the one set out in the present article before it reveals to those persons the personal data that are related with the Agreement. Supplier shall reveal the said personal data to its employees, servants, cooperators or subcontractors only to the

extent necessary for the fulfillment of its obligations which derive from the Agreement and after it has ensured that the above mentioned persons are appropriately trained in view of the nature of the personal data.

4.9. If requested by the Customer and upon reasonable notice, Supplier shall provide the Customer and its authorized representatives with reasonable support and cooperation of its relevant staff in order for the Customer to review the compliance of Supplier with its responsibilities from the present article. The subject of the control will be solely the compliance of Supplier in relation with the possible processing of personal data that is carried out in the context of and/or under the Agreement and in respect of which Supplier is acting as the processor on behalf of the Customer. It is explicitly agreed that Supplier is able to refuse to provide information not related with the Services, privileged information and/or information covered by business or other secrets. Supplier may also refuse to provide information that is not necessary for the above mentioned review procedure or that exceeds in general its purpose and its subject. Supplier may request remuneration for the time spent by its staff for the preparation and the realization of the review. In such case, the invoicing will be based on the existing price list of Supplier.

4.10. Supplier shall assist the Customer with the appropriate technical and organizational measures, to the extent required and possible, in replying to requests regarding the exercise of the rights of the data subject set out in chapter III of Regulation 679/2016. In such case Supplier may request remuneration for the time spent by its staff and the invoicing will be based on the existing price list of the Supplier.

5. Third party providers

5.1. The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6. Supplier's obligations

6.1. The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

6.2. The undertaking at clause 6 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised representatives. If the Services related to the Software license and not the configuration do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6. Notwithstanding the foregoing, the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3. The Supplier is entitled to enter into similar agreements with third parties, or to independently develop, use, sell or license documentation, products and/or services which are similar to those provided under this agreement.

6.4. The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7. Customer's obligations

7.1. The Customer shall:

a. provide the Supplier with:

- i. all necessary co-operation in relation to this agreement; and
- ii. all necessary access to such information as may be required by the Supplier in order to render the Services, including but not limited to Customer Data, security access information and configuration services.

b. comply with all applicable laws and regulations with respect to its activities under this agreement.

c. carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

- d. ensure that the Authorised User use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement.

8. Charges and Payment

- 8.1.** The Customer shall pay the Subscription Fees to the Supplier for the Services in accordance with this clause 8 and the relevant Services Order.

The Customer shall on the Effective Date of each Services Order be provided by the Supplier all Services Order information and any other relevant valid, up-to-date and complete contact and billing details. Afterwards, the Supplier shall activate the Services:

- i. on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
- ii. on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period and after the Customer has been notified at least 30 days prior to each anniversary.

In any of the above cases the Supplier shall notify the Customer for the termination at least 30 days from such termination date and any extension and/or new Services Order will be completed through the Supplier's portal by the Customer. If such extension and/ or new Order is not performed by the Customer through the Supplier's portal within 30 days from such notification, the Supplier shall have the right to terminate the relevant Services with immediate effect by giving to the Customer a 20 days additional period from the Initial Subscription Term or the Renewal Period for having access to the Services only for read-only purposes.

In any case the Supplier will issue the relevant invoice upon payment of the relevant Fee.

- 8.2.** If the Supplier has not received payment until the due date, and without prejudice to any other rights and remedies, the Supplier may (in addition to those rights and claims provided by law), without liability to the Customer, immediately disable the Customer's license, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
- 8.3.** All amounts and fees stated or referred to in this agreement:
 - a. shall be payable in the currency stated in each Services Order;
 - b. are non-cancellable and non-refundable;
 - c. are exclusive of value added tax, if applicable, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 8.4.** The Supplier shall be entitled to increase the Fees at the start of each Renewal Period at a maximum of the annual inflation rate if this rate is positive and at most 2 percent if the inflation rate is negative. The Services Price List shall be deemed to have been amended accordingly.

9. Copyrights and Industrial Property Rights

- 9.1.** The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 9.2.** The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10. Confidentiality

- 10.1.** Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
 - a. is or becomes publicly known other than through any act or omission of the receiving party;
 - b. was in the other party's lawful possession before the disclosure;
 - c. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - d. is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - e. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 10.2.** Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 10.3.** Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 10.4.** Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 10.5.** The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

10.6. This clause 10 shall survive termination of this agreement, however arising.

11. Indemnity

11.1. The Customer shall hold harmless the Supplier against claims, actions, proceedings, losses, damages, imposition of administrative fines and any kind of expenses (including without limitation court costs and reasonable legal fees) that may be challenged against the Supplier in connection with the Customer's use of the Services, provided that:

- a. the Customer is given prompt notice of any such claim;
- b. the Supplier may provide reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- c. the Customer is given sole authority to defend or settle the claim.

11.2. The Supplier shall, subject to clause 11.3 and 12.1, defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- d. the Supplier is given prompt notice of any such claim;
- e. the Customer may provide reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- f. the Supplier is given sole authority to defend or settle the claim.

11.3. In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- g. a modification of the Services or Documentation by anyone other than the Supplier; or
- h. the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
- i. the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority for possible or existing violation of the rights of third parties.

12. Limitation of liability

12.1. The Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty by the Supplier or its managers/employees/servants/cooperators/subcontractors), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Fees paid for the Services during the 12 months immediately preceding the date on which the claim arose.

13. Term and termination

13.1. This agreement shall, unless otherwise renewed as provided in clause 8.1 ii above, commence on the Effective Date and shall be terminated after one (1) year thereafter.

13.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement without liability to the other if:

- a. the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- b. the other Party becomes subject to a bankruptcy, insolvency, administration, reorganization or liquidation proceeding, or to any other similar or related company reconstruction, receivership or administration action, whether voluntary or involuntary

13.3. On termination of this agreement for any reason:

- a. all licences granted under this agreement shall immediately terminate;
- b. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- c. the Supplier may destroy or return to the Customer (with extra charge) the Customer Data in its possession but in any case, he must deliver to the Customer the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 10 days from the termination so that the Customer may have full access to all data installed until the date of termination.

14. Other Terms

14.1. The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes

(whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

- 14.2. A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 14.3. Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.
- 14.4. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 14.5. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 14.6. This agreement, and any documents referred to in it and the hereto attached and as well as the Services Order constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 14.7. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.
- 14.8. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 14.9. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 14.10. This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of Greece.
- 14.11. The parties irrevocably agree that the courts of Athens have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

The present was signed in duplicate and each party received a copy.

For the Supplier

For the Customer

Name: **Antonis Kotzamanidis**

Name:

Title: **Managing Director**

Title:

Signature

Signature/Stamp: