Master Services Agreement

This Master Services Agreement is entered into as of the agreed date ("**Effective Date**") by and between **Resistant AI, s.r.o**., a company registered in the Czech Republic, under company number 07825439 whose registered office is at Lazarská 13/8, Nové Město, 120 00 Prague 1, Czech Republic ("**Resistant**"), and [*ClientCo*] a [   ] company, incorporated under [   ] law, having its registered office at [   ], registered with [   ] under number: [   ], legally represented by [   ] ("**Client**").

Resistant and the Client are each referred to herein as a "**Party**", and collectively as the "**Parties**".

This Master Services Agreement ("**Agreement**"), together with any and all Appendices attached and Product Order Forms (as defined below) entered into shall govern the terms and conditions of cloud services (Software as a Service) provided by Resistant, the aim of which is to protect automation and AI systems of the Client from manipulation and attack and which include, *inter alia*, validation of PDF and image documents and financial fraud detection – documents forgery detection services ("**Services**"). Resistant may also provide consulting, training, education, implementation, custom development, modification and configuration, and other works and services ("**Professional Services**"), which will be included in a Product Order Form and which will be subject to a separate Statement of Work ("**SOW**") which will set forth the specific terms applicable to such Professional Services. The SOW will be subject to the terms of this Agreement only if and to the extent expressly stipulated in the SOW.

To the extent there is a conflict among any Product Order Form, this Agreement and/or any applicable Annex, the following order of precedence shall apply:

1. the applicable Product Order Form;

2. the Agreement and

3. the applicable Annex.

THE PARTIES AGREE TO THE FOLLOWING:

1.   Services: General Terms

1.1. Resistant, or an entity within the group (individually and collectively, ("**Resistant**") and the Client will enter into one or more Product Order Forms in the form as provided in Annex 1 (each a **"Product Order Form"**) for each Service. Each Product Order Form will include, at minimum a description of the specific Service to be provided, the duration of the Service subscription ("**Subscription Term**"), the Client Fee (as defined below) and any specific additional terms and conditions applicable to such Service. Any Product Order Form may specify multiple Services.

1.2   Each Product Order Form shall be effective and incorporated into this Agreement when mutually agreed upon and duly executed by the Parties.

1.3. Resistant shall provide the Services agreed to in the applicable Product Order Form subject to the following terms:

a.   **Provision of Services**. Resistant shall provide the Client with the Services in the scope and quality specified in the Product Order Form.

b. **Support and Maintenance Service.** Resistant shall provide support and maintenance service in accordance with the Service Level Agreement attached to this Agreement as Annex 2.

c. **Administration**. Unless this Agreement specifies otherwise, all administration and setup related to the provision of Services, as well as the backing-up of Client Data (as defined in Section 2.4 below), is managed by the Client by its own means and under its own responsibility, other than the provision by Resistant of the means by which the Client's systems may access the Service.

d. **No Custom Development.** As any Service is being delivered as a complete, standard SaaS solution, no custom developments are expected within the delivery of the Services. Any custom development will require that the parties enter into a mutually acceptable SOW with applicable terms and fees.

e. **Third Party Technology.** Resistant has the right to use any and all third-party technology that may be appropriate or necessary for the provision of a Service.

2. Intellectual Property Rights

2.1 SaaS Licence. In respect of each Product Order Form and for the Subscription Term stated in that Product Order Form, the Client will be granted a worldwide, non-exclusive, non-transferable and non-assignable licence to use the Service specified in the Product Order Form for the purpose of the Client's own internal business operations and subject to other terms and conditions set forth in this Agreement ("**Licence**"). The Services are provided as "Software as a Service" and no Software (as defined below) is sold or otherwise transferred to the Client.

2. **Ownership and Reservation of Rights.** Resistant retains all ownership and intellectual property rights to the Services. All rights of any kind, which are not expressly granted in this Agreement or in any Product Order Form, are entirely and exclusively reserved to and by Resistant.

3. **Client Data**. As between the Parties, it is acknowledged and agreed that the Client owns all right, title, and interest in the Client Data, including any intellectual property rights related thereto. "**Client Data**" means any and all materials, data (including personal data), information, processes, software, intellectual property or other items, tangible or intangible, owned, licensed or created by or on behalf of the Client or any third party that the Client submits through the Services or otherwise provides to Resistant in connection with its use of the Services and that is: (a) owned, licensed or developed by the Client prior to the Effective Date; (b) developed or licensed by the Client outside of the scope of this Agreement; or (c) that are generally applicable to the Client's know-how, products and services and are not unique to the business of Resistant. Resistant may use such Client Data solely in connection with the provision of the Services and its performance of its obligations under this Agreement. The Client acknowledges that a fundamental component of the Services is the use of machine learning for the purpose of improving and providing the Services. Notwithstanding anything to the contrary, the Client agrees that Resistant may use Client Data submitted hereunder for its own statistics, for the purposes of product and market research and analytics and to train its algorithms internally through machine learning techniques for such purpose. The Client represents and warrants that: (a) it has full and sufficient authority to allow Resistant to use the Client Data in the manner contemplated by this Agreement; and (b) the Client Data and Resistant's use and access thereof shall not infringe upon or misappropriate any intellectual property rights, trade secret, or another proprietary right of any third party or otherwise violate or conflict with the rights of any third party or any applicable laws, rules or regulations.

4. **SaaS Deliverables**. When using the Services, the Client may generate reports and/or other deliverables through its use of the Services. Resistant grants the Client a worldwide, perpetual, non-assignable and non-exclusive right and license to use, reproduce, display, distribute, and create derivative works of, any reports or other deliverables ("**Deliverables**") that Client generates through its use of the Services. This is without prejudice to Client's ownership of Client Data included in the Deliverables generated through the Services. Resistant remains the sole owner of any software code embedded in the Deliverables, and such code is licensed to the Client on a non-exclusive, non-transferable and non-assignable basis, to be used solely in conjunction with the Deliverables for the purpose of the Client's own internal business operations.

5. **Restrictions**: The Client may not:-

   5.1.   rent, lease, sublicense, transfer, modify, translate, reverse engineer, probe to extract information, de-compile, disassemble or create derivative works based on the software that makes up the Services, including any software code embedded in any Deliverables ("**Software**");

   5.2.   provide the Software to others in connection with a service bureau, as an application service provider, or similar business, or use the Software in a business to provide it functionality to others;

   5.3.   perform on its own account or enable a third party to perform, any benchmark tests, efficacy tests or measurement without Resistant's prior written consent to the application or otherwise of Resistant's approved test methodology and protocol, nor to disclose the results of any such tests or measurements without Resistant's prior written consent;

   5.4.   copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means any part of the Software, and/or the Services (other than permitted by this Agreement or applicable law);

   5.5.   allow, and the Client shall make every reasonable effort to prevent, unauthorized third parties from accessing the Services and/or the Software;

   5.6.   create any link to the Services or frame or mirror the content contained on, or accessible from, the Services;

   5.7.   access the Services in order to us the Deliverables to build a competitive machine learning product or service that has any functionality and technical or operational features similar to the Software;

   5.8.   use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;

   5.9.   use the Services to knowingly upload, store, transmit or distribute material containing software viruses, worms, Trojan horses or other malicious code, files, scripts, agents or programs that may damage the operation of the Services or third-party's computer, property of information or

   5.10. perform any simulated attack, penetration test, denial of service simulation or similar vulnerability test or scan of the Services for any purpose whatsoever, including but not limited to, testing the security of the Software or testing its functionality and efficacy.

3. **Quality and Availability of Services**

3.1 **Nature of Services**.

   3.1.   The Software, and all accompanying files, data and materials, are provided "AS IS" and with no warranties of any kind, whether express or implied, save as provided for in this Agreement.

3.1.2   The Software will conform in each case to the product specification that is stated to apply to a Service included as an appendix to the relevant Product Order Form.

3.1.3   The Services are provided through the technical infrastructure of the Client and third parties in accordance with the Service Level Agreement attached to this Agreement as Annex 2.

3.1.4   Explicitly, due to the nature of the Services and the underlying algorithm, Resistant cannot and does not guarantee that (a) the Client's use of the Services will be uninterrupted or free from error; in particular, Resistant does not guarantee the ability of the Services to detect or model every specific attack action, unauthorized or anomalous behaviour or data modification, or that (b) the Deliverables obtained by the Client as a result of its use of the Services will be accurate and free from error in all cases, or (c) that defects in the operation or functionality of any algorithm or Software used to provide the Services will be corrected;

5.   Resistant shall not be responsible for (a) any use of the Services by the Client that is not in accordance with this Agreement or the relevant Product Order Form; (b) any use of the Services in combination with other products, equipment, software or data not supplied by Resistant, (c) any modification of the Services made by any person other than Resistant where such modification is not authorized by Resistant, or (d) any use of the Services other than the most current version made available to the Client.

6.   The Security Policy attached to this Agreement as Annex 3 specifies how Resistant will manage its information technology resources during the Subscription Term and Renewal Subscription Term, as defined in relevant Product Order Form.

The disclaimers in this Section 3.1 constitute an essential part of this Agreement.

3.2 **Changes of Services**. Resistant may occasionally make changes to the Services and shall without undue delay inform the Client of any changes that are material in nature. Changes to the Services shall, however, not result in a material degradation of the Service.

3.3 **Cooperation**. Resistant and the Client are required to provide each other with all necessary cooperation to fulfill the purpose of this Agreement, in particular they are obliged to notify each other without undue delay of any significant facts that may materially affect their ability to perform their obligations under any open Product Order Form and of any technical circumstances related to the Client's ability to access the Services.

3.4 **Technical Requirements.** The Client shall ensure that the technical requirements for the operation of the Services, as specified here https://documents.resistant.ai/docs/v2.html, are met.

4.   Parties' Obligations and Representations

4.1   **Non-infringement Warranty**. Resistant has all the rights, power and authority necessary to provide the Services as contemplated by the Agreement and any applicable Product Order Form and, to the best of Resistant's knowledge, the Services and the underlying Software do not infringe the laws of any jurisdiction on copyright, patents or intellectual property rights nor any third-party intellectual property rights.

4.2   **Client's Representations**. The Client represents and warrants to Resistant that:

i.   it is a corporation duly organized, validly existing under the laws of the jurisdiction of

incorporation, and in good standing, and the conclusion and satisfaction of this Agreement does not conflict with any legislation or any administrative measures or rulings which bind the Client;

ii.   it is neither insolvent within the meaning of the applicable and effective insolvency legislation, nor such a state is threatened; no insolvency petition has been filed in relation to the Client by any party including the Client itself; and

iii.   no enforcement or execution order has been applied concerning the Client's assets under a previously concluded contract or any obligations or prohibitions based on applicable laws.

4.3   **Resistant's Representations**. Resistant represents and warrants to the Client that:

i.   it is a corporation duly organized, validly existing under the laws of the jurisdiction of incorporation, and in good standing, and the conclusion and satisfaction of this Agreement does not conflict with any legislation or any administrative measures or rulings which bind Resistant;

ii.   it is neither insolvent within the meaning of the applicable and effective insolvency legislation, nor such a state is threatened; no insolvency petition has been filed in relation to Resistant by any party including Resistant itself; and

iii.   no enforcement or execution order has been applied concerning Resistant's assets under a previously concluded contract or any obligations or prohibitions based on applicable laws.

4.4   In the event that of any of the representations stipulated in this Section 4 prove to be incorrect, untrue or misleading with respect to a Party, then without limiting any other rights or remedies available to the other Party, that other Party is entitled to terminate this Agreement with immediate effect.

4.5   **Exclusive Warranties**. To the extent permitted by applicable law, no conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or merchantability) apply to the Services and Software save to the extent otherwise expressly set out in this Agreement.

4.6   **Non-Solicitation**. During the Term of this Agreement (as defined in Section 9.1) and for a period of twelve (12) months following its termination (the "Restricted Period"), neither Party shall solicit the employment of or otherwise entice away from the employment of the other Party any individual employee or independent contractor employed or engaged by such other Party during the Restricted Period without the prior written consent of such Party. Nothing in this Section shall restrict a party from (A) making any general solicitation of employment that is not specifically directed at any employee of the other Party; or (B) hiring any employee of the other Party following a reverse solicitation by that employee.

5.   Fees and invoicing

5.1   The fee for the Services ("**Client Fee**") will be specified in respect of each Service in the relevant Product Order Form.

5.2   Except as expressly authorized herein, or in an applicable Product Order Form, payment obligations are non-cancellable, Client Fees paid to Resistant are non-refundable and no Client Fees will be subject to any discount, setoff, or waived for any reason.

5.3   The Client Fee will be invoiced to the Client as specified in the Product Order Form and such invoice will, at minimum, state which Service is covered by the invoice. Unless stated otherwise on the Product Order Form, the Client Fee will be charged upfront for the Subscription Term. Subject to Client's advance authorization regarding expenses to be incurred in connection with the Services, Client shall promptly reimburse Resistant for any such expenses following receipt of an invoice.

5.4   The Client will pay all invoices within 30 days of the date of the invoice to the bank account specified on the respective invoice or notified in advance by Resistant, or by means of other, previously agreed-upon, method of payment. All bank or similar payment processing fees arising from the transfer of funds are the sole responsibility of, and shall be borne by, the Client.

5.5   If any amount owed by the Client under a Product Order Form is more than fifteen (15) days overdue, then without limiting Resistant's other rights or remedies, the charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

5.6   Resistant reserves the right to suspend delivery of the Services if, after Resistant has followed the Breach Cure provisions in Section 7 below, Client fails to timely pay any undisputed amounts due to Resistant under any Product Order Form. Suspension of the Services shall not release Client of its payment obligations under any Product Order Form. Client agrees that Resistant shall not be liable to Client nor to any third party for any liabilities, claims or expenses arising from or relating to suspension of the Services resulting from Client's non-payment.

5.7   Resistant has the right to adjust the Client Fee for each Renewal Subscription Term as defined in relevant Product Order Form, subject to at least three (3) months' notice expiring no earlier than on the last day of the running Subscription Term. If the Client objects to the adjustment of the Client Fee, then the Client may terminate the corresponding Product Order Form pursuant to its terms. If the Client does not terminate the Product Order Form, the adjustment of the Client Fee shall apply for the Client from the effective date of the renewed Product Order Form onwards.

5.8   Fees quoted in the Product Order Form exclude any and all applicable taxes, levies, duties or similar governmental assessments of any nature and similar fees (other than taxes solely based on Resistant's profit) now in force or imposed in the future on provision of the Services, including any sales, use or value added taxes, services tax or withholding tax, and Client shall be responsible for payment of all such taxes and fees.

6.   Confidentiality and Confidential information

The Parties have signed a Mutual Non-Disclosure and Confidentiality Agreement on [date] ("MNDA"), the terms of which shall apply to information that the Parties shall have access to by virtue of this Agreement and which falls under the definition of Confidential Information as defined in the MNDA. Furthermore, it is agreed that the 'Purpose' outlined in the MNDA shall include the fulfillment of any Party's rights or obligations under this Agreement, and the term of the MNDA is hereby extended for the duration of the Term of this Agreement.

7. Breach of Agreement

Without limiting any and reserving cumulatively all of Parties rights and remedies under this Agreement, including those set forth in Section 8 of this Agreement, and at law and in equity, if either Party (the "**Non-Breaching Party**") believes that the other Party (the "**Breaching Party**") has breached any of the terms and conditions of this Agreement, it shall provide written notice to the Breaching Party setting forth the details such alleged breach in sufficient detail to provide the Breaching Party with a reasonable opportunity to cure such breach to the extent curable, which in no event shall exceed thirty (30) days following the date of such notice ("**Breach Cure**").

8. Indemnity, Liability and Limitations

8.1 **Resistant Indemnity.** Resistant shall indemnify, defend and hold, at its sole cost and expense, the Client and its principals, employees, agents, directors, officers, representatives, and assigns (collectively "**Client Indemnities**"), harmless from and against any and all third party claims, demands, suits, and causes of actions (collectively, "**Claims**") together with all loss, damage, liability, cost, charge or expense (including reasonable legal fees and any costs of enforcement) ("**Loss**" or collectively, "**Losses**") arising thereto, caused by, arising out of, relating to, or resulting from those Claims in connection with any Service infringing or misappropriating a third party's patent, trade secret, copyright, or other intellectual property right recognized under applicable law; ("**Client Claim**"), provided Resistant is notified promptly in writing of any such Client Claim and given information and assistance by Client in preparation of the defence of any such Client Claim (including without limitation making Client personnel available to testify or to consult with Resistant or its attorneys), and permitted to control defend and/or settle such Client Claim through attorneys of its own choosing. If as a result of such Client Claim, the use by Client of a Service is limited, Resistant may at its own expense choose and apply one of the following remedies: (i) obtain the right for Client to use the Services; or (ii) modify the Services so that it no longer infringes; or (iii) substitute a comparable non-infringing substitute for the Services. If neither of the foregoing can be achieved despite Resistant's best efforts, Resistant will grant Client a refund of the Client Fees already paid by Client for the affected Services for any future period for which the use is limited.

8.2 **Client Indemnity.** The Client shall indemnify, defend and hold, at its sole cost and expense, Resistant, its affiliates and each of their principals, employees, agents, customers, directors, officers representatives, and assigns (collectively "**Resistant Indemnities**"), harmless from and against any Claims together with all Losses arising thereto, caused by, arising out of, relating to, or resulting from those Claims in connection with Client's use of the Service that infringes or misappropriates Resistant's or a third party's patent, trade secret, copyright, or other intellectual property right recognized under applicable law ("**Resistant Claim**").

8.3 Both the Client Indemnity and Resistant Indemnity referred to in Sections 8.1 and 8.2 above are dependent upon:-

a. each Party notifying the other Party as soon as reasonably practicable, of any claim being made, or any action threatened or brought against either Party or other individual or entity entitled to the benefit of an indemnity pursuant to this Section 7 ("**Indemnitee**"), which arises in any way in connection with the activities contemplated in this Agreement;

b. each Party and Indemnitee taking all reasonable steps to mitigate the loss and damage it incurs in relation to any claim or action (whether for negligence, breach of contract, misrepresentation, under any indemnity or otherwise) which it brings against the other and the indemnifying Party shall not be required to make any payment to an Indemnitee in respect of the aforementioned loss and damage to the extent a Party or an Indemnitee failed to comply with the foregoing obligation and

c. the indemnifying party conducting the defence of any such claim or action and all negotiations for its settlement or compromise; provided, however, that (i) no settlement or compromise that may attach liability or fault to the other Party shall be entered into or agreed to without the other Party's prior written approval, where such written approval shall not unreasonably be withheld, and (ii) the other Party has the right to participate, at its own expense, in the defence and/or settlement of any such claim or action in order to protect its own interests.

8.4 To the maximum extent permitted by applicable law, in no event will Resistant or its partners be liable for any lost revenue, profit, or data, or for special, indirect, consequential, incidental, or punitive damages (including, without limitation, attorney's fees) however caused and regardless of the theory of liability arising out of the use of or inability to use the Services even if Resistant or its suppliers have been advised of the possibility of such damages.

8.5 Each Party's maximum, cumulative liability in connection with this Agreement shall be limited to the amount of Client Fees paid and/or payable under the Product Order Form in connection with which the Claim has arisen in the twelve (12) month period immediately prior to such Claim arising.

8.6 The liability limitation in Sections 8.5 shall not apply to: (a) damages sustained by either Party as a result of gross negligence or willful misconduct, bodily injury, death, or damage to tangible property, for which the other Party or any of its affiliates, agents or subcontractors is legally liable; (b) any obligation or failure by the Client to pay any amounts due or past due and owing to Resistant pursuant to the terms of this Agreement or any Service Level Description; and (c) any indemnifications pursuant Sections 8.1 and 8.2.

9. Duration and termination

9.1 The term of this Agreement will commence on the Effective Date and will continue indefinitely ("**Term**"), subject to Section 9.2 below.

9.2 Either Party may terminate this Agreement, in writing, upon the provision of at least six (6) months' notice in advance. A Product Order Form can only be terminated in accordance with Section 9.4 below.

9.3 If on the date of termination of this Agreement, one or more Product Order Form is still in effect, this Agreement shall continue in relation to those Product Order Forms and shall terminate when the last such Product Order Form expires or is terminated in accordance with Section 9.4 below.

9.4 Either Party may terminate, in whole or in part, this Agreement and/or any Product Order Form by giving the other written notice if:

a. the other breaches any material term of this Agreement and/or any Product Order Form and it is unable to provide for a Breach Cure as set out in Section 7 above, or the breach is uncurable;

b. the other becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed of its business; or voluntary or involuntary petition in bankruptcy or insolvency is filed or proceedings for the reorganization or winding-up of that Party are instituted, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within thirty (30) days, or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to trade or threatens to do so; or

c.   without prejudice to either Party's right to compensation of any losses or damages it has incurred as a result thereof and any other rights it may have, and without any compensation being due by that Party if the other Party: (a) engages in reprehensible behavior or conduct that may negatively impact its public image and, by association, the public image of the former Party; or (b) engages in activity that is otherwise illegal or unlawful.

10. Obligations on termination

10.1   Upon termination of the Agreement or the expiration or termination of the Product Order Form, unless otherwise agreed to in writing by the Parties, each Party shall destroy or return to the other Party all items of Confidential Information (and in the case of Resistant, any Client Data that remains with Resistant) belonging to the other Party and the Client shall cease to use the service API of the Software instance managed by Resistant or its intermediary.

10.2   If the Client terminates the Agreement or any Product Order Form for Resistant's material breach pursuant to Section 9.4 (a) or for reasons stated in Section 9.4 (c), Resistant will, as the Client's sole and exclusive remedy, refund to the Client pro-rata the corresponding Client Fees for Services already paid by the Client equivalent to the part or remainder of the Subscription Term in which the Client will not use the Services.

10.3   The provisions of Sections 6 (Confidentiality), 8 (Indemnity, Liability and Limitations), 9 (Duration and termination), this Section 10, and such obligations which by their nature are intended to survive expiration or termination of the Agreement, shall survive without limitation after the termination of the Agreement.

11. Feedback and Marketing

11.1   The Client or its users may provide Resistant with feedback, recommendations, suggestions, testimonials, and materials of similar purpose in connection with Services (collectively "**Feedback**"). The Client and its users hereby grant to Resistant, for the duration of the Feedback authors' property rights, a transferable, irrevocable, royalty-free, worldwide license (with the right to grant and authorize sublicenses) to use such Feedback for the improvement and expansion of the Services, without further restriction.

11.2   Resistant may use aggregated and anonymized data derived from the data submitted by the Client in the Services or collected by the program analytics for its own statistics, for the purposes of product and market research and analytics and for the purpose of developing or training machine learning algorithms, all of which helps Resistant to optimize and improve the Services and their usability, the range of Services, and to develop new products and services.

11.3   Resistant may use the Client as an occasional reference for the press, analysts, and prospective customers of Resistant including (a) posting of the Client's name and logo on Resistant's website (b) publishing content and/or a press release indicating that Resistant is providing Products or Services to the Client and describing Client's intended utilization and benefits that Client expects to receive from the use of Resistant's Services and (c) to produce a case study of the benefits of the actual use of the Services by the Client, as agreed with the Client in advance.   The content of any such press release identifying the Client as Resistant's customer shall be subject to Client's prior approval, which shall not be unreasonably withheld.

12. Force majeure

12.1   No Party shall be liable to another Party for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control, including but not limited to, fire, flood, war, computer hacking, embargo, epidemic, pandemic, strike, riot, inability to secure

materials and transportation facilities (other than due to that party's default in any of its financial obligations), an Employee's death, illness or disability, or the intervention of any governmental authority, in each case not otherwise invoking a breach of this Agreement.

12.2 If such delay continues for more than thirty (30) days, the Party damaged by the inability of the other Party to perform its obligations shall, notwithstanding the provisions of Section 9, have the right to terminate this Agreement and/or any affected Product Order Form with immediate effect upon written notice.

13. Governing Law and Dispute Settlement

13.1 The Parties agree (a) that this Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the Czech Republic; (b) to irrevocably submit to the sole and exclusive jurisdiction of the courts of the Czech Republic; and (c) to irrevocably consent to the exercise of personal jurisdiction by such courts and waive any right to plead, claim or allege that the Czech Republic is an inconvenient forum. Notwithstanding this, the Parties agree that Resistant shall always have the right to apply (A) for payment orders (or otherwise enforce payment for Services provided under the Agreement) in the jurisdiction in which the Client has its registered seat or principal place of business, and (B) for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

13.2 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof (collectively "**Dispute**"), the Parties will use their best efforts to settle the Dispute.

   a. Such efforts will include, at a minimum, that they consult, meet in person or by video call, and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

   b. If the Parties do not resolve the Dispute pursuant to the foregoing paragraph within a period of thirty (30) days, then, upon notice by either Party to the other, the Parties agree to mediate the Dispute in good faith according to the International Chamber of Commerce's Commercial Mediation Procedures in a location mutually agreeable to the Parties. The Parties will work in good faith with the mediator to attempt to complete the mediation within ninety (90) days of such notice.

   c. If the Parties do not resolve the Dispute through mediation, then, upon notice by either Party to the other, the Dispute will be settled by proceedings in accordance with Section 13.1 above.

   d. When a breach of the Agreement or any Product Order Form warrants injunctive or any other equitable relief to remediate that breach, or limit the losses stemming therefrom, Parties may undertake such action in lieu of the dispute settlement as set out in this Section 13.2.

13.3 At no time following the conclusion of this Agreement, shall either Party, without just cause: (a) make any statements, or take any other actions whatsoever, which is intended to, or is reasonably likely to, disparage, defame, sully or compromise the goodwill, name, brand or reputation of the other Party, its affiliates, or any of their representatives; or (b) commit any other action that is intended to, or is reasonably likely to, injure, hinder or interfere with the business relationships or goodwill of the other Party or its affiliates.

14. Communication

14.1   All notices and other communications required or permitted in connection with this Agreement shall be in writing and shall be sent by either electronic mail (email) or registered mail to the relevant address, electronic or otherwise, of the contact person of the relevant Party as listed in the applicable Product Order Form.

14.2   In the event the contact details of a Party as listed in the applicable Product Order Form have changed, the respective Party shall duly notify and shall inform the other Party of its new contact details.

14.3   The Parties agree that the notices and other communications sent via registered mail shall be considered as received by the recipient Party after five (5) business days following the day of mailing and that all the notices and other communications sent via email shall be considered as received after one (1) business day following the day of the email.

15. Miscellaneous

15.1   The Agreement constitutes the entire agreement between the Parties and govern the Client's use of the Services, and completely replace any prior agreements between Resistant and the Client in relation to the Services. Each Party acknowledges that it has not been influenced to enter this Agreement by and shall have no right or remedy (other than for breach of contract) in respect of, anything the other Party has said or done or committed to do, except as expressly recorded in this Agreement.

15.2   The failure of either Party to enforce at any time any article or part thereof of this Agreement, or the failure to require timely performance by the other Party of any article or portion thereof, shall in no way constitute a present or future waiver of such article or portion thereof, nor in any way affect the validity of each Party to enforce each and every Section of this Agreement. Except as otherwise expressly set forth herein, no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either Party from seeking or obtaining any other remedy under this Agreement, at law or in equity.

15.3   The Parties may not assign or delegate this Agreement or any of its rights or duties under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld; provided, however, that the Resistant entity that is signatory to this Agreement may utilize one or more of its group companies to provide the Services (or any portion thereof) to the Client, and such Resistant entity may assign any of its rights or duties under this Agreement to such group company(ies) for such purposes, provided further that such Resistant entity that is signatory to this Agreement shall remain responsible to Client for the performance of its obligations hereunder.

15.4   Notwithstanding Section 15.3 above, Parties may assign or transfer this Agreement or any of its rights or duties under this Agreement without such consent to a company within the same group of companies as the assignor or to a successor to substantially all of that Parties' assets or business to which this Agreement relates.

15.5   Each Party shall cooperate with the other Party, execute such further instruments, documents, and agreements, and give such further written assurances, as may be reasonably requested by the other Party to carry into effect the intents and purposes of this Agreement.

15.6   If any section or provision in this Agreement is found or held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties shall negotiate in good faith, a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.

15.7 No alteration, amendment, waiver, cancellation or other change in any term or condition of this Agreement shall be valid or binding on either Party unless the same has been agreed to in writing by both Parties.

15.8 This Agreement may be signed by original or scanned copy and in counterparts and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

ACKNOWLEDGED AND AGREED TO BY THE PARTIES AS OF THE EFFECTIVE DATE:

[Client]	**Resistant AI, s.r.o.**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Annex 1: Product Order Form

Product Order Form

Product Order Form Effective Date:	Master Services Agreement	Subscription Term End Date:
Client's Name and Address: **[Client] [address]** ("**Client**")		
Resistant´s Name and Address: **Resistant AI s.r.o**., a company registered in the Czech Republic, under company number 07825439 whose registered office is at		
Client's Technical Contact: **[•]**	Phone: **[•]**	E-mail: **[•]**
Client's Billing Address and invoice receipt email: **[•]**		
Client's VAT number: **[•]**		
Client's Billing Contact Name: **[•]**	Phone: **[•]**	E-mail: **[•]**
Resistant Technical Contact: **[•]**	Phone: **[•]**	E-mail: **[•]**
Resistant's Billing Address and invoice receipt email: Lazarská 13/8, Nové Město, 120 00 Prague 1, Czech Republic; office@resistant.ai		
Resistant's Billing Contact Name: **Tomas Duchac** Phone: +420 724 507 251 E-mail: office@resistant.ai		
Resistant's VAT number: CZ07825439		

Selected Services

Resistant Services	Client Fee Type	Total Client Fees Due without VAT
		TOTAL

1. *Master Service Agreement (MSA) and Definitions*

This Product Order Form is effective as of the Product Order Form Effective Date set out above and is issued pursuant to, and shall be governed by, the terms of the MSA. To the extent that terms and conditions in the MSA are inconsistent with the conditions laid down in this Product Order Form, the conditions in this Product Order Form will prevail unless the parties expressly agree otherwise in writing.

Unless separately defined herein, the defined terms used in this Product Order Form will have the same meanings as the defined terms in the MSA.

2. *Product Specification*

The Product Specification attached to this Product Order Form as Appendix 1 specifies the Service to be provided.

3. *Subscription Term and Termination*

The Subscription Term will last for 12 months from the Product Order Form Effective Date and shall automatically renew every twelve months thereafter (each such renewal period being "**Renewal Subscription Term**") unless and until terminated in accordance with the terms of MSA or unless the Client provides to Resistant a written notice no later than two (2) months prior to the end of the Subscription Term (or in the event of a renewal, the Renewal Subscription Term) that it does not wish the Product Order Form to renew.

4. *Billing and Payment terms*

Resistant shall issue invoices annually upfront, forthwith upon the Product Order Form Effective Date and immediately at the start of each on each Renewal Subscription Term. Invoice payment terms are 30 calendar days from the invoice issue date. An electronic invoice will be sent to the billing email address provided in this Product Order Form.

Any one-off services are invoiced at the start of the project with a 30-day payment term.

All stated charges are net to Resistant exclusive of VAT. The Client is responsible for all relevant taxes and charges.

5. *Entire Agreement*

This Product Order Form, together with the MSA, including any attached annexes, constitutes the entire agreement of the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No modification or claimed waiver of any provision herein shall be valid except by written amendment signed by authorized representatives of the Client and Resistant.

6. Governing Law

The governing law of this Product Order Form and applicable dispute resolution provisions shall be as specified in the MSA.

	Resistant AI, s.r.o.	***[Client]***
Signed in:		
Date:		

Signature:		
Name:		
Title:		

Appendix 1 to the Product Order Form: Product Specification

Service Level Agreement

1. Overview

This agreement represents a Service Level Agreement ("**SLA**") between a Client and Resistant for the provision of IT services required to support and maintain the Services delivered to the Client. The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Client by Resistant. Unless separately defined herein, the defined terms used in this SLA will have the same meanings as the defined terms in the Agreement.

Resistant's responsibilities defined in this SLA include:
- Meeting availability requirements (Section 2)
- Meeting response times associated with Service-related incidents (Section 3)
- Appropriate notification to Client for all scheduled maintenance

2. Service Availability

This section only applies to Services delivered as a cloud service (Software as a Service). Resistant AI will use commercially reasonable efforts to make the Services available with a Monthly Uptime Percentage specified below. If the Services do not meet the Service availability commitment, the Client will be eligible to receive a discount from the Client Fee as described below. The discount received by the Client will be subtracted from the invoiced amount for the quarter or year, as appropriate, immediately following the quarter when the outage has occurred.
- "Monthly Uptime Percentage" is calculated by subtracting from 100% the average of the error rates from each 5-minute interval in the applicable billing cycle. If the Customer did not make any requests in a given 5-minute interval, that interval is assumed to have a 0% Error Rate.

Monthly Uptime Percentage	Discount Percentage
Less than 99.9% but equal to or greater than 99.0%	5%
Less than 99.0% but equal to or greater than 95.0%	10%
Less than 95.0%	20%

3. Service Support

In case of service availability problems, detection efficacy issues or other questions about the system or feature requests, the Client can use Resistant's support servicer.

3.1 Support Contacts

The Client can contact Resistant support team by sending an email to support@resistant.ai for general inquiries or security@resistant.ai for data security related incidents. Phone call support is available on the number +1 (332)-334-7066. Resistant will use a ticketing system to create an incident record and further actions will be associated with the ticket.

3.2 Support Hours

Coverage parameters specific to the Service(s) covered in this SLA are as follows:

- Phone support: 8:00 to 16:00 GMT, business days only.
- Email support: Monitored 8:00 to 16:00 GMT, business days only.
- Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

3.3 Support Plans and Response and Resolution Times

Support is provided with two support plans, with response times specified in the following table. All times are in *business hours* or *business days*. 1 business day is 8 business hours. The Client will be served within the Premium plan, unless Standard is selected by the Client in writing.

Support plan	Premium	Standard
In case of **Major Issues**, e.g., sustained availability problems, major detection efficacy problems or other problems that prevent the Client from using the Service, Resistant will:		
● Acknowledge, create a ticket and respond within	2 hours	4 hours
● Provide solution or a remediation plan within	8 hours	2 days
In case of **Minor Issues**, e.g., feature requests, questions, isolated efficacy problems and any other issues that do not prevent the Client from using the Service, Resistant will:		
● Acknowledge, create a ticket and respond within	1 day	2 days
● Provide solution or a remediation plan within	2 days	4 days

3.4 Client Requirements

Client responsibilities and/or requirements under this SLA include:
- Timely payment of the Client Fee in accordance with the Master Services Agreement, Product Order Form and invoices issued by Resistant.
- Reasonable availability of Client's representative(s) when resolving a Service-related incident or request. The response times specified in this SLA specifically do not include the time (i.e., the clock stops) when Resistant support team is waiting for Client's response.
- *Applicable only to Client subscribing to **Premium** level of support:* In the case of on-premis systems, or systems operated within the Client's cloud /data centre that are not by-default remotely accessible by Resistant's staff, the Client shall make the systems accessible to Resistant's support personnel. All response and resolution times listed above only apply during the period when Resistant has access to the system. Support will be provided in direct collaboration with the Client's staff. It is the Client's obligation to dedicate sufficient staff with appropriate privileges in order to collect the logs, data and other elements required by Resistant's staff for problem analysis, as well as to collaborate in deployment of fixes and software patches. In case of offline support, only the Acknowledgment response time limits apply.

3.5 Escalation

If Resistant fails to deliver satisfactory support within the timeframes specified in this SLA, the Client may escalate the issue to the next level of management. The escalation contacts are:

If the SLA breach lasts more than 4 business hours	Josef Stach, josef.stach@resistant.ai, +420 603 978 770
If the SLA breach lasts more than 8 business hours	Martin Rehak, martin.rehak@resistant.ai, +420 737 113 153

Annex 3: Security Policy

Resistant AI - Security Policy

Resistant AI s.r.o. applies industry-standard methods for protection of data coming from the customer and complies with industry-standard practices regarding the secure development, such as the principle of minimal privilege, access right management, vulnerability and update management, environment isolation and hardening. For additional IT (mis)management risk minimisation, we prefer the use of serverless computing capabilities deployed in a fully automated manner.

Resistant AI uses three kinds of environments to process the data:

- Dedicated environment is specific for a single customer. This is an environment where the customer-specific data is processed.
- Global Resistant AI environment containing the information processed in common for multiple customers or coming from third-party sources other than customers.
- Development environment on computers of individual developers of Resistant, on developer specific hosts in the virtual environment and on shared code, data and artefact repositories.

Resistant AI operates the secure Global Resistant AI environment and Dedicated environment for customer-specific data in cases when such setup is deemed necessary. Environments are operated in Amazon AWS, on EU soil and exclusively accessed by Czech Republic-based engineers of Resistant AI. Please note that Amazon engineering and operations staff is maintaining the platform and has access to the underlying hardware.

- Production API calls to and from the customer (Machine Learning) ML system will be done/handled in the Dedicated environment or Global Resistant AI environment, based on the nature of the data and the processing requirements.
- Customer's ML system logs and ML system verdicts received from the customer system will be processed and stored solely in this Dedicated environment.
- Any input data, logs and verdicts coming from customer will be encrypted at rest, with access keys stored in AWS secure key storage.
- No customer data will be transmitted over the public network (Internet) without industry-standard encryption protection.
- Unless specified otherwise, all the customer's user input data would be retained for at most 90 days. In case of termination of contract with the customer, Resistant AI will retain the data at most for 90 days after the termination, unless agreed otherwise.
- Resistant AI system logs that would contain any customer's user data attributable to a specific user of the customer will be treated under the same regime as the customer's user data.
- For the purposes of debugging, maintenance, performance optimisation and development, Resistant AI engineers may temporarily download the logs, input data, feature vectors, output verdicts and memory images of an algorithm instance running in the Dedicated environment or the Global Resistant AI environment into the Resistant AI Development environment. The scope of such download is strictly limited to the extent necessary for the reproduction and resolution of the problem at hand. Any customer's user data outside of the Dedicated environment or the Global Resistant AI environment must be destroyed as soon as possible after the problem resolution. For QA/testing purposes, Resistant AI is allowed to create fictive data with the structure equivalent to the data that caused the problem, but without retaining any information that might be attributable to the specific customer's user.

- Global system logs with fully anonymised or purely statistical values (such as system load, overall statistics, component health & status monitoring) may be extracted from the customer-specific environment into the Resistant AI Development environment or into the Global Resistant AI production environment.
- Generated (fictive) campaigns and transactions, abstract models of third-party systems, campaigns and individual transactions, properties, parameters and settings of device generators, identity generator and other generators, overall statistical distributions inferred from the data, attack models, classifiers, feature vectors used by classifiers, attack indicators and other results of Resistant AI work not containing customer's user data and not disclosing any specific confidential details of customer's algorithms or business may be extracted from the Dedicated environment into the Resistant AI Global environment and Development environment and kept indefinitely in order to enable product troubleshooting, development, security research and security incident response.

The customer has a right to inspect and verify the measures taken by Resistant AI. Resistant AI should follow any reasonable requirements for data protections specifically requested by customer's security team as long as these requirements are justified by business requirements and fall within industry standards in similar cases.
 Customer has an obligation to protect the information about Resistant AI environment, methods, algorithms, features and data obtained during the security inspection. Resistant AI may charge the customer with the cost directly attributable to excessive inspection duration, security documentation requests and other customer-requested security activities grossly disproportionate w.r.t. the scope of the project.