SOFTWARE SUPPORT AND SUBSCRIPTION SERVICES AGREEMENT

(last updated 04.01.2023)

EZTitles Development Studio Ltd., 74, Nartsis str, 1415, Sofia, Bulgaria

Under the present Software Support and Subscription Services Agreement, EZTitles Development Studio Ltd., hereinafter referred to as EZT STUDIO for convenience, shall provide technical support and subscription services to the Customer as described in the respective level of services demanded by the Customer and in the present Agreement, as from the Effective Date.

Registration Form: Customer, Support Administrator, E-mail address of the Costumer and the Username for the Support section at www.eztitles.com, Applicable Language, Effective Date, Year of Agreement, Fees Due, the Software - subject to the present Agreement, and Consultation Fee as Indicated in the Section II.4. of the Agreement shall be accurately described in a Registration Form for Software Support and Subscription Services (Registration Form), which shall be an inseparable part of the present Agreement. The lack of accordingly filled Registration Form provided by EZT STUDIO with a unique serial number or a valid License Agreement shall render the present Agreement invalid.

I. DEFINITIONS

I.1. Software Support (Support) shall be defined in Section II.1.
I.2. Subscription Services (Services) shall be defined in Section II.2.
I.3. Year of Agreement shall mean a period of one year beginning as from the Effective Date and expiring one year after the Effective Date, as well as each additional one-year period, when the present Agreement shall be in force.
I.4. Fees shall mean the dues of the Customer for using the services under the present Agreement. They shall be listed in the Registration Form. EZT STUDIO reserves the right to adjust the Fees at the beginning of each new period of Year of Agreement.
I.5. Service Hour shall mean any already running hour when an EZT STUDIO expert is providing consultation services at the Customer office. Consultation time shall start running at the moment of arrival of the expert at the porter or at the premises of the Customer and shall end with the signing of a protocol. A standard protocol for service hour account shall be signed by the EZT STUDIO expert and the support administrator who has requested the consultation.
I.6. Business Day shall mean the period between 10.00 a.m. and 06.00. p.m. EET from Monday to Friday, except for the bank holidays in the Republic of Bulgaria.
I.7. Computer shall mean a workstation of the Customer on which the software which is subject to the present Agreement is installed.
I.8. Software shall mean one or more software products (programs) of EZT STUDIO, accurately described in the Registration Form.
I.9. Activation Key (based on the Hard Disk Drive ID or USB Hardware Key) shall mean a code, which enables the Customer to use the software on one particular computer at any given moment.
I.10. Documentation shall mean any instructions, manuals or other materials and on-line help files related to the software use and prepared by EZT STUDIO with a view thereto. Documentation may be amended by EZT STUDIO only.
I.11. Bug shall mean any software defect, acknowledged by EZT STUDIO with a bug tracking number and related to a respective support request, which prevents the software from functioning as described in the documentation or makes the software function in a way substantially different from the way described in the documentation.
I.12. Message shall mean a message about any problem having occurred with the Customer related to the use of the software. A message may occur as a result from software help request or from a real bug report.
I.13. Support Request shall mean a message sent by the Customer requesting software support services by EZT STUDIO.
I.14. Response Interval shall mean the time interval starting when EZT STUDIO employee(s) open the Support Request (defined by its unique number) and ends when EZT STUDIO service experts

begin classifying and analyzing the request.

I.15. Support Administrator shall mean the employee(s) of the Customer who are listed in the Registration form and:

   a. are responsible for the reception and administration of software licenses, updates and upgrades provided by EZT STUDIO, and
   b. are solely authorized to communicate with EZT STUDIO on issues related to the software support and subscription services subject to the present Agreement.

The Customer may at any time replace Support Administrators by means of prior written notification to EZT STUDIO.

I.16. Add-on shall mean features or functions, which are not included in the standard version of a given EZTitles Development Studio Product. Add-ons may be used upon payment of additional license fee. Their support and subscription services shall not be subject to the present Agreement. EZT STUDIO shall reserve the right to create any add-ons upon its sole discretion.

I.17. Update shall mean a software version containing error corrections and eventually, upon EZT STUDIO decision, any new features. They shall be marked by change of the figures on the right side of the decimal point in the version number (e.g., Software name 6.0 >> Software name 6.0.1 or 6.1).

I.18. Upgrade shall mean a software version, which contains new functions, features and options and requires the payment of additional license fee. They shall be marked by change of figures on the left side of the decimal point in the version number (Software name 5.0 >> Software name 6.0).

I.19. Applicable Language: EZT STUDIO shall render the services under the present Agreement only in Bulgarian and/or English. The applicable language shall be specifically indicated in the Registration Form.

II. SUPPORT AND SUBSCRIPTION SERVICES

II.1. Support
Support shall mean the provision of technical support by EZT STUDIO to the Support Administrator(s) with respect to the software. Support shall be provided only for the current and older versions of the Software given the necessary support and subscription fees due have been paid in full vy the Customer.

II.2. Subscription Services
Subscription Services shall mean the provision of updated and upgraded versions of the Software together with the applicable documentation to the Support Administrator. Subscription Services shall not extend to cover software Add-ons. Add-ons and new upgrades may be used only upon payment of additional license fee.

II.3. General Provisions for Support and Subscription Services
II.3.1. Provided that the Customer has paid the fees due in time, EZT STUDIO shall provide the services that the Customer has paid the fees for. Support and Subscription Services may be ordered only together and shall not be sold separately.

II.3.2. It shall be agreed that support fees for each newly purchased product EZT STUDIO shall be deemed paid for one year provided that:

   a. there exists a License Agreement in force for purchase of License(s) and
   b. Activation Key has been given by EZT STUDIO, and
   c. the software shall be or has been paid in conformity with the provisions of the License Agreement, and
   d. the provisions of the License Agreement have not been violated.

In this case Effective Date would be the day the Customer gets the Activation Key from EZT. Services shall be rendered as from the Effective Date and shall continue one year thereafter. They shall be annually prolonged for a period of one year unless one of the parties informs the other its intention not to prolong the present Agreement, which shall be done by means of prior written notification sent at least 10 days before the end of the Year of Agreement.

II.3.3. In case the Customer orders services for one software product, he shall be obliged to order and pay the services for all remaining licenses of the products in his possession at the time.

II.3.4. Decision for renewal of the present Agreement shall not affect the licensed rights of the software.

II.4. Range

Support and subscription services shall not include issues (Support Requests), having occurred in relation to the following situations:

a. accidents, hardware failures, electrical and electromagnetic shocks or effects, interference, negligence, wrong use or deliberate damage, problems of the electrical power (grid), ventilation, humidity, dust levels, defects in the data carriers (magnetic or other), which have not been delivered by EZT STUDIO, use of the software and USB Hardware Key in an environment, which has not been set in conformity with its documentation requirements, hardware or operational system particularities being in disaccord with the software requirements, bad setting of the operational system and the hardware or a system failure in result of a virus or any other harmful or malicious software, or wrong use of the operational system and errors in computer exploitation, or

b. incorrect installation of the software and USB Hardware Key by the Customer or use of the software and USB Hardware Key in violation of the rules or procedures fixed in the documentation, or

c. particular software modification or attempt at such modification by persons who have not been authorized in writing by EZT STUDIO therefore, or

d. resulting from software and/or technology of any third party, different from EZT STUDIO, or

e. as well as in any other cases the fault for the dysfunction of the product does not lie upon the program support offered by EZT STUDIO within the software framework.

The Customer shall be obliged to pay EZT STUDIO the services received in response of requests for elimination of problems resulting from the aforementioned situations upon current consultation fee tariffs as indicated in the Registration Form.

II.5. Obligations of the Customer

EZT STUDIO shall require from the Customer and the Customer shall have the following unalienable obligations under the present Agreement:

a. The Customer shall conduct monitoring, direction and control over the use of software by its staff. Besides, the Customer shall perform data protection and archiving procedures for the case of errors or dysfunction of the software or the hardware that the software has been installed on.

b. The Customer shall be obliged putting on paper and by informing EZT STUDIO all cases of errors or wrong use of the software. The Customer shall take all necessary measures for execution of the procedures for software error or for malfunction elimination within a reasonable time period following the delivery of such procedures by EZT STUDIO.

c. The Customer shall be obliged to support an up-to-date copy of all software programs and the data related thereto.

d. The Customer shall be obliged to train its staff or organize training by a third party for the use of the software on all computers where it is installed and in use.

III. FEES FOR SUPPORT AND SUBSCRIPTION SERVICES

III.1. The Fees due for support and subscription services shall be indicated in the Registration form and the respective pro forma invoice by EZT STUDIO.

III.2. Unless otherwise indicated in the Registration Form, fees shall be paid in full amount on the fixed date or – in case of agreement renewal – no later than the date marking the beginning of the respective Year of Agreement.

III.3. The Fees for any renewal shall correspond to the current prices for support and subscription services provided by EZTitles Development Studio Ltd., EZT STUDIO shall issue Pro Forma Invoice to the Customer for the fees due for each agreement renewal approximately 10 days before the start of the new period.

III.4. Should the Customer terminate the present Agreement before the end of the current year of agreement no fees shall be reimbursed to the Customer.

III.5. The Year of Agreement shall start as of the date when the Customer pays all fees due to EZT STUDIO under the present Agreement.

III.6. Taxes and Fees

All sums due by the Customer to EZT STUDIO in accordance with the present Agreement shall be understood not to include any taxes, fees, duties or analogical dues as imposed by any government and/or local authority (except for the corporate tax on EZT STUDIO profit resulting from the present Agreement).

III.7. Invoice

EZT STUDIO shall issue an invoice within a 7-day period following the date of payment.

If the payment does not cover all sums due for the renewal of the Support and Subscription services EZT STUDIO reserves the rights to suspend the execution of the services under the present Agreement until the receipt of the full payment.

III.8. Renewed for more than 30 days after expiration date

If the Support and subscription services have not been renewed for more than 30 days after expiration date the Customer shall pay the following fees in order to renew it:

   a. The Support and subscription services fee for one year for each of the licensed software products.
   b. A fee to update and/or upgrade each of his licensed software products from the version he has been using by the day his last "Support and subscription services agreement" has ended to the current iteration of the software issued by EZT STUDIO up to the date of the renewal. This fee cannot be less than EUR 30 for each of the licensed software products.

IV. LIMITED WARRANTY

EZT STUDIO shall guarantee that the aforementioned services shall be rendered in due form and in conformity with industrial standards.

This warranty shall be granted ad hoc and shall replace all other warranties stipulated by law, either express or tacit.

This warranty shall by no means be construed to bind its author EZT STUDIO with other warranties, both express and implied, including (but not limited only to) compatibility with specific requirements related to the product, as well as to the exploitation manual and printed materials attached to the software package.

V. LIMITED LIABILITY

The liability of EZT STUDIO shall by no means exceed the fees paid by the Customer to EZT STUDIO under the present agreement for the preceding Year of Agreement (or in the case of the initial Year of Agreement, for the initial Year of Agreement).

EZT STUDIO shall not be liable for any collateral, special, accidental or consequential damages, whether based upon agreement, law violation constituting grounds for civil claim or any other legal theory arising from execution or default under the present agreement.

In no circumstances shall EZT STUDIO bear responsibility for any damage (including all cases of real damages, loss of profit, loss of business information, suspension of business activity, or other material damages), related to the use or impossibility to use the software of EZT STUDIO even in case EZT STUDIO has been previously advised of the possibility of such damages.

VI. MISCELLANEOUS

VI.1. The Customer may not assign or delegate the present Agreement to any third party without prior

written consent by EZT STUDIO.

VI.2. The present Agreement shall be governed by the laws of the Republic of Bulgaria.

VI.3. The parties thereafter shall agree that all disputes resulting from or related to the obligations of the parties under the Agreement and which the parties are unable to settle by mutual consent (including disputes resulting from or related to its interpretation, invalidity, execution, and termination), shall be settled in the order of the Bulgarian Civil Procedure Code by the competent courts in the Republic of Bulgaria.

VI.4. The present Agreement and the annexes thereto (if such exist) shall regulate all obligations and arrangements between the parties within the framework of its subject and as of the date of its coming into legal force it shall terminate and invalidate all previous agreements and clauses referring to the same subject, both written and/or verbal.

VI.5. The present Agreement may not be amended except in a written document signed by both parties. Any waiver of right, request, or claim filed under the present Agreement shall produce legal effect only if made in writing.

VI.6. Deadlines fixed in any document of the Customer shall not impose obligations to EZT STUDIO under the present Agreement.

VI.7. Should any of the provisions of the present Agreement be repealed, invalidated, or declared void, all other provisions shall remain in force and shall be construed in conformity with the applicable law and in their logical context.

VI.8. The present Agreement creates no agency, partnership, joint venture, or employment relationship and neither you nor its agents have any authority to bind EZTitles Development Studio Ltd. in any respect whatsoever.

Software Support and Subscription Services Agreement

- **Duration**: 1 year.
- **Support channels**: URL http://www.eztitles.com, telephone No: see below.
- **Number of support requests**: unlimited.
- **Who shall be authorized to file support requests**: The support administrator.
- **Business day**: the time period between 10.00 a.m. and 06.00. p.m. EET from Monday to Friday except for the bank holidays in the Republic of Bulgaria.
- **Telephone support**: Telephone support services shall be rendered only after filing a support request thoroughly describing the problem at a web-address, given by EZT STUDIO to the Customer. Telephone support services may be used only within the business day.
- **Response interval**: up to two business days for all requests.
- **Responses to problems classified as bugs**: For all requests filed EZT STUDIO shall notify the Customer for the priority level of their solution and possibly for the update in which they will be solved. Besides, the Customer shall be notified whether EZT STUDIO shall provide him with special (experimental) version of the Software especially and only for the solution of a given problem.
- **Documentation**: The Customer may refer to the technical documentation at http://eztitles.com/index.php?page=user_guides. This includes information on installation, setting, and use of the software, as well as answers to Frequently Asked Questions (FAQ). EZT STUDIO shall update these documents on a regular basis, and shall add information on new updated versions, solutions of specific problems, remarks on the use of the software in different working environments such as operational systems, hardware, etc. It is expected and recommended to the Customer to regularly visit this web-site for latest news and current user information.