



# Master Services Agreement (MSA)

Concluded pursuant to Section 269(2) of Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter the "**MSA**")

## Article I.

### Parties

**1. Provider: Sited, s.r.o.** Registered office: Jakuba Kraya 2411/20, 060 01 Kežmarok, Slovak Republic Company ID (IČO): 50543709 Registered in: Commercial Register of the District Court Prešov, Section: Sro, Insert No.: 37977/P Represented by: [Name and Surname of the Representative, e.g., Managing Director] (hereinafter referred to as the "**Provider**")

**2. Client: [Client's Company Name]** Registered office: [Client's Address] Company ID (IČO): [Client's Company ID] Registered in: [Client's Registration Details] Represented by: [Name and Surname of the Representative, Title] (hereinafter referred to as the "**Client**")

(the Provider and the Client hereinafter collectively referred to as the "**Parties**")

## Article II.

### Subject of the MSA

1. The subject of this MSA is the Provider's obligation to provide the Client with access to the online software service "Nugis" (hereinafter the "**Service**") and the Client's obligation to pay the agreed remuneration for the Service.
2. The precise scope of the Service, its functionalities, and the amount of the remuneration are specified in **Annex No. 1 - Specification of Services and Price List**, which forms an integral part of this MSA.
3. The detailed rights and obligations of the Parties in the provision and use of the Service are governed by the **General Terms and Conditions (GTC)**, the **Data Processing Agreement (DPA)**, and the **Claims Procedure**, which are annexes to and an integral part of this MSA. The Client confirms that it has read, understood, and agrees to these documents in their entirety.

## Article III.

### Remuneration and Payment Terms

1. The Client undertakes to pay the Provider the remuneration (license fee) for the provision of the Service in the amount and under the payment terms specified in Annex No. 1 to this MSA.



2. The remuneration is payable based on an invoice issued by the Provider and delivered electronically to the Client's contact email address.

## **Article IV.**

### **Duration of the MSA**

1. This MSA is concluded for a fixed term as specified in Annex No. 1 (the Subscription Period).
2. The conditions for the extension, termination, and withdrawal from the MSA are governed by the General Terms and Conditions.

## **Article V.**

### **Protection of Confidential Information**

1. The Parties undertake to maintain the confidentiality of all Confidential Information obtained in connection with the performance of this MSA.
2. The obligation of confidentiality shall survive the termination of this MSA.

## **Article VI.**

### **Force Majeure**

1. Neither Party shall be liable for any failure or delay in the performance of its obligations under this MSA if such failure or delay is due to circumstances beyond its reasonable control (force majeure).

## **Article VII.**

### **Notices**

1. All communications and notices between the Parties relating to this MSA shall be made in writing and delivered electronically to the contact email addresses specified in Article I of this MSA or in the User Account.

## **Article VIII.**

### **Final Provisions**

1. This MSA, together with its annexes, represents the entire MSA between the Parties and supersedes all prior oral or written arrangements.
2. This MSA is governed by the laws of the Slovak Republic. Any disputes arising from this MSA shall be resolved by the competent courts of the Slovak Republic.
3. This MSA may be amended only by written, numbered annexes signed by both Parties.



4. This MSA is executed in two identical counterparts, one for each Party.
5. The Parties declare that they have read this MSA, understood its content, and signed it freely and voluntarily as an expression of their true will.

**Annexes:**

1. Specification of Services and Price List
2. General Terms and Conditions (GTC)
3. Data Processing Agreement (DPA)
4. Claims Procedure

In [City], on [Date]

For the Provider:

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**Sited, s.r.o.**

[Name and Surname of the Representative] [Title]

In [City], on [Date]

For the Client:

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**[Client's Company Name]**

[Name and Surname of the Representative] [Title]