

AGREEMENT ON QUBES SERVICES AND FACILITIES NO. 1029

(the "Agreement")

This Agreement is entered into by and between:

OPERATOR:

HubHub Slovakia s. r. o., with its registered seat at Mlynské nivy 16, Bratislava - mestská časť Staré Mesto 821 09, identification no. 47 258 578 , tax identification no. SK2120127702, registered in Commercial Register maintained by District Court Bratislava I , section Sro, file no. 105972/B, represented by Filip Valušák – Executive Manager

Contact Person: Dominika Marhefková,
dominika.marhefkova@hbreavis.com, +421905136541

(the "Operator")

(the Operator and the Client jointly the "Parties" and individually the "Party")

CLIENT:

Národná koalícia pre digitálne zručnosti a povolania Slovenskej republiky, with its registered seat at Mlynské Nivy 5, 82109 Bratislava, identification no. 52828123, tax identification no. 2121177531, registered in Okresnom úrade Bratislava (District Office Bratislava) Under ID: 224997, represented by Ing. Mário Lelovský

Contact Person: Ing. Mário Lelovský, lelovsky@itas.sk, +421905613928

(the "Client")

All capitalized terms used in this Agreement, which are not defined therein, shall have the meaning given to them in the General Terms and Conditions consisting the Annex no. 2 herein.

Agreement on Qubes Services and Facilities:

The Parties hereby agreed that the Operator will provide the Client with access and allow the use of the Qubes Premises situated on the 10 floor above ground (9 floor) of NIVY TOWER , building with its descriptive number 18890, located on plot of land no. 9749/2 and 9749/49, in the cadastral area of Nivy, municipality of Bratislava – m.č. Ružinov, district Bratislava II , Slovak Republic, registered on the ownership deed no. 4980 (the "Building") and provide the Client the Qubes Services / Facilities specified in Annex no. 1 (*Qubes Services / Facilities Specification*) and further described in Annex no. 4 (*Description of Qubes Services / Facilities*) and the Client will pay the Operator regular Total Tariff as specified in this Agreement in Annex no. 1 (*Qubes Services / Facilities Specification*) and utilize the Qubes Premises and Qubes Services / Facilities in accordance with the terms and conditions stipulated in this Agreement.

Term of the Agreement:

The Client hereby declares, that he reads, understands and undertakes to comply the „Code of Ethics“ published on the website: https://hbreavis.com/wp-content/uploads/2020/02/HBR_Code-of-Ethics.pdf.

This Agreement is concluded for an indefinite period of time with possibility to terminate the Agreement by each Party with a six (6)-month notice for no specific cause in accordance with the General Terms and Conditions.

The Parties agreed that the Commencement Date to access and use the Qubes Premises and utilize the selected Qubes Services / Facilities by the Client is the date of this Agreement, unless there is a different Commencement Date specified in Annex no. 1 (*Qubes Services / Facilities Specification*). On the Commencement Date the Parties will sign the Handover Protocol confirming the take-over of the Qubes Premises with selected Qubes Services / Facilities by the Client. Further details of the Handover Protocol are specified in the General Terms and Conditions.

Payment Conditions:

Total Tariff as specified in Annex no. 1 (*Qubes Services / Facilities Specification*) of the Agreement, will be increased by the respective amount of the VAT at the appropriate rate pursuant to applicable laws and shall be paid **monthly** in advance upon an invoice issued by the Operator pursuant the General Terms and Conditions and applicable law. The first invoice for payment of Total Tariff for the first month and the following month shall be issued by the Operator within ten (10) calendar days after the execution of this Agreement by both Parties and the Client shall pay the

invoice within ten (10) calendar days from the day of issuing such invoice, however, no later than on the Commencement Date. Further payment conditions are specified in the General Terms and Conditions.

The Client is obliged to pay the returnable Security Deposit equal to the current amount of one (1) month Total Tariff as specified in Annex no. 1 (*Qubes Services / Facilities Specification*) of the Agreement, plus the amount of equivalent VAT as mentioned in the General Terms and Conditions, to the Operator upon the invoice issued by the Operator for the first payment of Total Tariff under this Agreement, however, no later than on the Commencement Date. The Security Deposit will be utilized with according to the rules set out in the General Terms and Conditions.

Other Provisions:

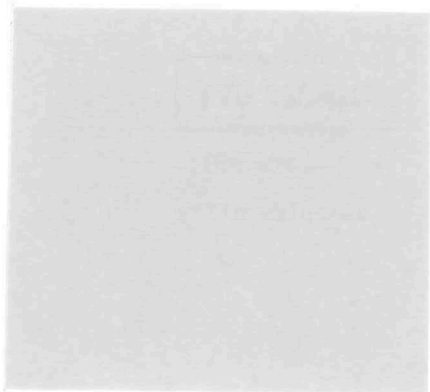
1. The Parties declare that they read, understand and became acquainted with this Agreement, including all its Annexes, before entering into it. The Annexes including the General Terms and Conditions are incorporated into this Agreement and constitute an integral part of it. The Client expressly confirms that it has read the General Terms and Conditions, Qubes Rules and Policies and hereby accepts the terms hereof.
2. The Parties have agreed that above terms and conditions of the Agreement are subject to special provisions agreed between the Parties and specified in Annex no. 9 (*Special Provisions*), if any. In case of discrepancies between the Annex no. 9 and this Agreement, the terms of the Annex no. 9 shall prevail.
3. Any modifications or amendments to this Agreement must be made in writing and signed by the Parties.
4. The Client shall submit to the Operator the User List not later than on the Commencement Date.
5. The Parties hereby declare, that during the processing of personal data, they shall ensure to provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing meets the requirements of the Regulation (EU) 2016/679 (hereinafter referred to as the "GDPR") and applicable local legislation and ensure the protection of the rights of the data subjects. Furthermore, the Parties undertake to ensure that data subjects, such as contact persons stated in the Agreement and persons acting on behalf of the Parties, whose personal data are supplied to other Party, shall be provided with the Privacy Notice under Art. 13 and Art. 14 of GDPR. The Privacy Notice of the Operator may be found at the website <https://qubes.hbreavis.com/privacy-policy/>.
6. If there is any conflict between the terms of the Agreement and the General Terms and Conditions, the terms of this Agreement shall prevail. The Parties by exercising their right to negotiate do not propose any changes to the General Terms and Conditions and each Party accepts them as a whole, save as expressly otherwise provided herein.
7. All provisions related to the General Terms and Conditions shall apply accordingly to its further amendments, if any, made in accordance with the General Terms and Conditions. This Agreement and any non-contractual obligation arising from or in connection with this Agreement is governed by Slovak law.
8. This Agreement was executed in two counterparts in English language, one for each Party. This Agreement shall be valid and effective as of the date when signed by both Parties.

Annexes:

Annex no. 1 – Qubes Services / Facilities Specification
Annex no. 2 – General Terms and Conditions
Annex no. 3 – Space Plan
Annex no. 4 – Description of Qubes Services / Facilities
Annex no. 5 – Form of Annex No. 1 Amendment Form
Annex no. 6 – Form of Add-on Agreement
Annex no. 7 – Form of Amendment to Add-on Agreement
Annex no. 8 – Add-on Order Form
Annex no. 9 – Special Provisions

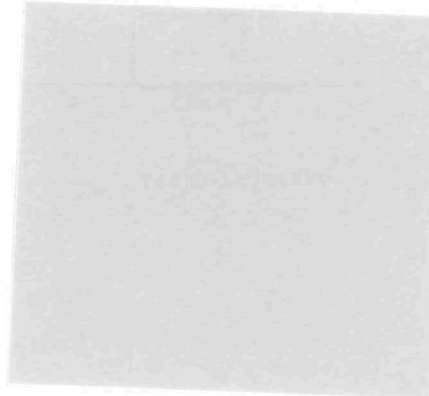
27-Feb-2023
Dated: _____

HubHub Slovakia s. r. o.



27-Feb-2023

**Národná koalícia pre digitálne zručnosti a
povolania Slovenskej republiky**



Annex No. 1**QUBES SERVICES / FACILITIES SPECIFICATION****Qubes Services / Facilities selected by the Client upon the Agreement:**

	Location / Specification	No. of allocated Workstations within Qubes Unit ¹	Commencement Date	Tariff (excl. VAT) (in EUR)
Qubes Unit² 9.1.1	9 th floor (10 th above ground floor)	10³	1.3.2023	EUR 3 500 (from 1.3.2023 onward)
Total Tariff payable by the Client				EUR 3 500

Security Deposit: EUR 4 200

¹ Given number of allocated Workstations is included in Tariff for respective Qubes Unit; each Workstation is allocated one entry card. The exact number of Workstations with entry cards handed over to the Client will be specified in the Handover Protocol reflecting the wishes of the Client (in any case, up to given number of allocated Workstations). Further terms on allocation and handover of Workstations and entry cards are set out in the General Terms and Conditions.

² Detailed description of Basic Qubes Services / Facilities allocated to selected Qubes Unit is included in **Annex no. 4** of this Agreement and respective Qubes Unit is marked on the Space Plan attached to the Agreement as **Annex No. 3**.

³ The Operator reserves the right to control, whether the actual number of people in the Qubes Premises is not higher than the number of allocated Workstations specified in this **Annex no. 1** of this Agreement.