

Memorandum of Understanding (“MoU”)

by and between

Entando Inc., with registered office at 1200 Brickell Avenue, Suite 1950 #1152 Miami, Florida 33131, USA, represented by **Walter Ambu, CEO** (hereinafter referred to as “**Entando**”),

and

National Agency for Networking and Electronic services with registered office at Kollárova 8, 917 02 Trnava, represented by Ing. Ľubomír Mindek – general director (hereinafter referred to as “**NASES**”)

and

Ministry of Investments, Regional Development and Informatization of the Slovak Republic, with registered office at Pribinova 25, 811 09 Bratislava, represented by MUDr. Richard Raši, PhD., MPH, minister (hereinafter referred to as the “**MIRRI**”)

Entando and NASES and Ministry of Investments, Regional Development and Informatization of the Slovak Republic are jointly referred to as the “**Parties**” and each, singularly, as the “**Party**.”

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- A. **WHEREAS**, the digital transformation is one of the European Union’s priorities. United Nations Organization considers the process of digital transformation as key factor for achieving sustainable and inclusive growth.
- B. **WHEREAS**, Slovak republic adopted the 2030 Strategy for Digital Transformation of Slovakia with aim to achieve a significant increase of Slovak involvement in the European digital single market and to prepare Slovakia for a general digital transformation of its economy and society.
- C. **WHEREASES**, in the field of society informatization, the Ministry ensures the central management and the creation of a single digital market policy, decision-making on the use of financial resources in public administration for information technology, the central architecture of the integrated information system of public administration, and the coordination of tasks in the field of company informatization.
- D. **WHEREASES**, NASES, state-owned agency, supports the acceleration of the development and expansion of eGovernment services in Slovakia, which leads to savings and more efficient performance of public administration, to simplify the contact of citizens with authorities, to support the overall information maturity of Slovak society, the public sphere, and the business community, as well as the general public.
- E. **WHEREAS**, Entando is developing an opensource Application Composition Platform, aiming to support the adoption of composable architecture.
- F. **WHEREAS**, NASES is interested in exploring the development of a self-developed application platform to bolster the technological framework within the Slovak Regions and its public administrations.
- G. **WHEREAS**, Entando, recognized for its contributions to Application Composition Technology, intends to roll out its platform across selected countries, offering a suite of services encompassing development, customization, and licensing, alongside a robust supply ecosystem.
- H. **WHEREAS**, Entando is ready to roll out the Entando Platform across selected countries, encompassing a comprehensive suite of services that include all pertinent aspects of development, customization, and licensing. This initiative also extends to developing a robust supply ecosystem, ensuring the platform's seamless delivery and operational readiness;

- I. **MEANWHILE**, MIRRI is actively exploring various innovative projects within Slovakia with an eye toward future development decisions that promise to bring cutting-edge technology to support the Slovak region's and municipality's technological advancement. This strategic initiative aims to enhance the provision of high-quality services to citizens;
- J. **WHEREAS**, the collaboration between MIRRI and Entando seeks to leverage the open-source nature of Entando's platform to mitigate risks like vendor lock-in, ensuring transparency, standard adherence, and stakeholder empowerment
- K. **WHEREAS**, NASES is open to further technical discussions with Entando to meet the stated targets;
- L. **THEREFORE**, this MoU aims to establish a framework for collaboration in the technology field in Slovakia.

NOW, THEREFORE, in consideration of the promises and mutual undertakings contained herein, the Parties hereby agree as follows:

1. **Framework of Collaboration.** MIRRI, NASES and Entando agree to evaluate the possibility of establishing a framework for collaboration to engage in more detailed technical discussions and explore cooperation in the following steps to develop and implement the "Composable Government" in Slovakia. This includes the development of a Governative Application Composition Platform.. The agreement will grant an exclusive license by Entando of its open-source technology to NASES.
2. **Compliance with Laws.** Each Party shall comply with all applicable governmental policies, requirements, laws, and regulations, any applicable international treaties or agreements, and other regulatory requirements, including laws and regulations relating to anti-bribery, anti-corruption, fraud, kickbacks, or other similar anti-corruption laws or regulation of the E.U., Slovakia, and any other relevant country. Each Party represents to the other that it has not given nor will give or offer to give any sum of money or anything of value to any person, directly or indirectly, as an inducement to influence the granting of any governmental act, decision, approval, licenses, or other governmental permission (including without limit those of a political party or state-owned or controlled company) in furtherance of the goals of this MoU, whether or not such an act is customary or constitutes a violation of law.
3. **Costs.** Each Party shall be responsible for the costs of performing its responsibilities under this MoU.
4. **Non-Exclusivity.** Parties will cooperate non-exclusively with each other concerning the provisions of this MoU.
5. **No Other Obligation.** The Parties agree that neither Party shall be obligated to enter into any business or contractual relationship, investment, or transaction by this MoU, except for the matters expressly agreed to herein. Either Party may, at any time, at its sole discretion, with or without cause, terminate its cooperation, discussions, and negotiations with the other Party.
6. **Confidentiality; Publicity.** The Parties agree that actions taken, and information shared under this MoU constitute confidential information of each Party. A Proprietary Information Agreement between the Parties will govern the disclosure of any confidential information between the Parties. Any news release, public announcement, advertisement, or publicity proposed to be released by any Party concerning the cooperative arrangement set forth herein and identifying the other Party in connection with this MoU or resulting contracts or subcontracts shall be subject to the approval of other Parties before release, whose approval shall not be

unreasonably withheld. Being NASES and MIRRI obliged to publish this MoU according to the Slovak Act on Free Access to Information, the confidentiality under this clause does not apply to the mandatory publication.

7. **Representatives.** The Parties agree to appoint an individual designated by that Party to be responsible for ensuring effective communication, coordination, and cooperation between the Parties. A Party may change its representative by providing written notice of such change to the other Parties. Appointed representatives of the Parties are:

- on behalf of NASES: Mr. Lubomír Mindek, lubomir.mindek@nases.gov.sk
- on behalf of Entando: Mr. Emanuele Cerroni, e.cerroni@entando.com
- on behalf of the MIRRI: Mr. Martin Déneši, martin.denesi@mirri.gov.sk

8. **Applicable Law**

This MoU shall be governed by and construed in accordance with Slovak law and the parties submit to the exclusive jurisdiction of the Slovak courts.

9. **Entire Agreement.** This MoU contains the entire understanding between the Parties. This MoU and any part hereof shall become valid on the day of its execution by all Parties and effective the day after mandatory publication of thereof by MIRRI and NASES. MIRRI and NASES undertake to publish this MoU without undue delay after its validity. This MoU is executed in four counterparts: one counterpart for MIRRI, two counterparts for NASES and one counterpart for Entando.

IN WITNESS WHEREOF, each Parties has duly executed this MoU and agrees to be bound thereto upon the date of signature.

Signed on _____
by

On behalf of Entando INC
Walter Ambu, CEO

Signed on _____
by

On behalf of
Ministry of Investments, Regional
Development and Informatization of the Slovak
Republic
MUDr Richard Raši, PhD., MPH, minister

Signed on _____
by

On behalf of
National Agency for Networking and
Electronic services
Ing. Ľubomír Mindek, general director