

# TERMS OF PROVISION OF IT SERVICES

GIANT STRIDE

In the present field the terms of service of GIANTSTRIDE Limited Liability Company to its Customers - counterparties are specified and analyzed, definitions are given to frequently used concepts, obligations of our company GIANTSTRIDE and of each Customer are explained and the service contracts, which have already been signed by the Customers and refer to this website, are completed.

The purpose of this is to ensure the plenitude of the terms of the signed contract for the provision of IT services for the purpose of optimal communication and cooperation between the contracting parties.

At the same time, any visitor to our website has access to our terms of service, before working with GIANT STRIDE, in order to know in advance details about our services and how the company operates.

## 1. DEFINITIONS

The contracting parties (the company "GIANT STRIDE Limited Liability Company" as "Provider" and the respective Customer) who enter into a contract for the provision of IT services agree that in this contract the expressions used are defined and specified as follows:

**Contract:** The private agreement for the provision of IT services concluded between the Provider and the Customer and which refers to these terms of service as an integral part thereof.

**Provider:** GIANT STRIDE Limited Liability Company, under the trade name GIANT STRIDE.

**Customer or Client:** The counter party of "GIANT STRIDE Limited Liability Company" (Provider) in the IT service contract.

**Payment:** The price that the contracting parties agree as a fee and in response to the service provided, as specified in the contract.

**Service Provided:** All of the services provided, as described below in the respective contract between the Customer and the Provider, in condition number 4 of these terms and conditions, as well as in any other condition that further more specifies the type of work the Provider provides to the Customer .

**Customer Technician:** The person, who has the appropriate technical knowledge to support the Customer's IT department and who is designated by the Customer as responsible for communication and cooperation with the Provider's Technician.

**Provider's Technician:** The person, who has sufficient training to deal with the technical issues that may arise during the provision of the Service by the Provider to the Customer, and who attempts to resolve the problem presented at any time.

**Ticket:** the problem report card drawn up by the Provider following the written notification of the Customer. The information is always in writing and only in exceptional cases can it be verbal. Only the written notification creates an obligation for the Provider.

**Remote resolution:** as such is considered both the attempted resolution and the resolution of the problem that may be presented to the Customer, which will take place by the Provider's Technician, through his intervention, from the Provider's offices or by another location, in a secure environment for the Customer's files and data, without requiring his on-site presence.

**Customer's Equipment:** Refers to all Customers' equipment described in supplement A of the respective contract and which is the subject of the contract or is affected, directly or indirectly, by its implementation. The Provider may obtain the information on the Customer's equipment or on the new equipment that the Customer may acquire after signing the contract by the same means, which are known to the Customer and receive his approval. In case that the Provider finds, from the information he obtains about the Customer's systems in the context of the services provided, that the Customer has acquired new equipment, which is not included in the supplement A attached to the contract, he may at his absolute discretion and unrestricted discretion: a) either immediately stop providing the services and terminate the contract immediately and free of charge for both contracting parties, b) or accept this change in the Customer's equipment and not demand the payment of an additional price for the services provided, c) either to accept this change in the Customer's equipment while imposing on him the corresponding charges as agreed in the respective contract. In that case, the Provider will send an invoice to the Customer with the additional corresponding charges. Payment of the invoice by the

Customer shall be considered as the unreserved acceptance of these additional charges by the Customer. In case that the Customer does not pay the additional charges, the Provider will immediately stop the services provided, setting a short deadline within he should pay the additional charges in order to restart the provision of services. However, in case that the Customer does not do the aforementioned, then the Provider will immediately cease the provision of services and terminate the contract, maintaining at the same time any claim against the Customer for the breach of the contract and the concealment of the new equipment.

Provider's Equipment: The equipment that the Provider will use to fulfill this contract is mentioned and described below in term number 6.

Support and management: These words mean those necessary actions, which cannot be described in detail but are necessary to monitor the proper functioning of the customer's infrastructure at the software level, always within the limits set each time by the manufacturer of each program, which the Provider proposes and supplies to the Customer, following their mutual agreement.

Proper operation: means remotely and in accordance with the Provider's specifications, monitoring the correct operation of the supporting and management services, as well as the software that the Provider proposes and supplies to the Customer, as follows, in order to diagnose and resolve potential malfunctions of the systems as soon as they are presented and according to the Provider's response time, as specified below. The on-site presence of the Provider's technicians, where this, at its discretion, is required, is not excluded.

Response time: means the period of time within the Provider ought to, as a matter of priority, start the problem diagnosis procedures.

Force majeure: Any extraordinary and unforeseeable event, which may be objective or subjective, and which could not be prevented, even by taking measures of extreme diligence and prudence.

Personal Data Controller: the Customer, who determines the purposes and method of processing the personal data that he collects and processes.

Personal Data Processor: the person individually or the company which cooperates with the Customer and processes personal data on his behalf.

Intellectual Property Rights: means intellectual property rights and similar rights (including of database and directory rights and photography rights), patents, utility models, design rights, trademarks, trade names, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.

## **2. DURATION OF THE AGREEMENT WITH GIANTSTRIDE COMPANY - NON-RENEWAL - TERMINATION.**

The duration of the contract concluded between the Customer and the Provider initially agreed to be annual. The exact start and end times are defined individually in the signed contract. On the expiry date of the contract, as specified in the agreement, the contract is automatically renewed and becomes open-ended under the same terms, unless it's requested by either party not to renew it. The contracting parties may request the non-renewal of the contract as mentioned above, by means of a written notification, which is sent to the counterparty at least thirty (30) days before the expiry date specified in each contract.

If the contract becomes open-ended according to the above, it may be terminated at any time by any of the contracting parties. For the termination, a notice period of at least sixty (60) days is observed for the other party, i.e. the other party is informed at least sixty days before the effective date of the results of the termination. In this case, the contract is also terminated the Customer must pay the Provider the money for the services that have been invoiced up to the date of termination. In case of termination of the contract without observing the aforementioned notice period of sixty days, the contract is again terminated, the Customer must pay must pay the Provider the money for the services that have been invoiced up to the date of termination, but without excluding in this case claims of the Provider against the Customer, for the reparation of any damage, to his existing property and to any income that he expected to receive, which the Provider suffered due to this notice of termination.

The contract may be terminated immediately, i.e. without any obligation to give notice, as long as any of the contracting parties initiates the bankruptcy procedure,

the submission to compulsory administration or liquidation, for the company or the persons who participate in the company and bind it. In this case, the contract is terminated and the Customer must pay the Provider the money for the services that have been invoiced up to the date of termination.

For the purposes of the contract, the termination may also be made by e-mail to the e-mail address that each contracting party states in the contract.

In any case of termination of the contract, the mechanical equipment (hardware) or software that may have been delivered to the Customer, without the aforementioned having purchased it, as recorded in supplement B of the signed contract, shall be returned to the Provider, at the latest within thirty (30) days from the end of the contract. Also, the licenses and services provided, as described in supplement B of the signed contract, cease to be valid on the day the contract ceases to be valid, without prior notice to the Customer. Any operation of the licenses after the termination of the contract does not create any obligation to the Provider and does not create any rights for the Customer.

### **3. CONTRACT TERMINATION SPECIFICALLY DUE TO A CHANGE IN THE TERMS OF SERVICE PROVISION.**

Due to the nature of the services provided and rapid technological changes, the Provider may at any time change the terms of service provided on this website. For each such change that occurs, the Provider will inform the Customer, at least thirty (30) days before the upcoming change, by any suitable means, including sending an email message to the email address stated in the contract, in order to refer to this website and familiarize himself with the modified terms. In case that the modified conditions specifically concern the type of services provided as well as the minimum monthly payment or the variable fees, as described below, and the Customer does not accept them, he is entitled to terminate the contract without compensation, observing a notice period of at least fifteen (15) days. The complaint is carried out in the ways provided above in number 2 of these terms. In case that the immediately aforementioned notice period is not observed, the Customer, up to the date on

which he terminated the contract, is charged and the services are provided to him under the regime in force after the modification of the terms.

In the event that the Customer does not terminate the contract, it is understood that he has fully and unreservedly accepted the amendments to the terms of service.

According to the above, the termination of the contract can be done either the contract is in its initial annual duration, or it has been converted into an indefinite period according to the above.

#### **4. ADDITIONAL SERVICES PROVIDED**

The Provider may, at its sole and absolute discretion, offer the Client the following support services, which:

- do not constitute a contractual obligation,
- are provided strictly as obligations of means (and not result),
- are subject to the limitations set forth below and in Articles 6 (Liability) and 8 (Client Obligations).

**Monitoring of Equipment:** The Provider may monitor the reliability or operational availability of the Client's equipment, as specified in Annex A of the applicable Agreement, to the extent and under the classifications set forth therein, only insofar as such equipment is technically visible and connected to the Provider's tools.

**Monitoring of Free Disk Space on Windows Servers:** On a case-by-case basis, the Provider may monitor the availability of free disk space on Microsoft Windows Server operating systems, without any guarantee of comprehensive monitoring or notification.

**Antivirus and Patch Monitoring**

Such monitoring is strictly performed:

- through automated third-party tools,

- without continuous or real-time supervision,
- under the Client's responsibility for the configuration, activation, and integrity of the update mechanisms.

The Provider:

- is under no obligation to notify the Client of any update failures unless expressly stipulated in an SLA,
- does not intervene in the installation or correction of updates,
- bears no liability for any failure or security gap arising from the non-functionality or deficient performance of the above mechanisms,
- does not offer any form of support or legal warranty, within the meaning of Articles 534 et seq. of the Greek Civil Code, for any antivirus or patch monitoring tools, unless:
  - such tools are expressly listed in Annex B of the applicable Agreement as being within the scope of supported services, and
  - otherwise agreed in a separate written SLA.

Where such support is contractually provided, it is strictly limited to the scope of services defined in the relevant Annex or SLA and does not imply any liability with respect to the overall operability, security, efficiency, or uninterrupted performance of such tools.

The Provider does not assess or guarantee the adequacy, performance, or security of such tools, even where these are included within the scope of monitoring. Even in such cases, the Provider shall bear no responsibility for:

- malfunctions attributable to the tool's manufacturer,
- installation errors by third parties,
- configuration changes made to the Client's system,
- or cases where the tools have been installed but are non-functional due to deactivation, parameter changes, or insufficient configuration, unless expressly provided otherwise in a relevant SLA.

Special Provisions for EDR (Endpoint Detection and Response) Tools:

The Provider accepts no responsibility for the interpretation, analysis, or response to alerts, events, or security findings generated by such tools.

The provision or technical monitoring of such tools does not constitute a SOC (Security Operations Center) or MDR (Managed Detection and Response) service, unless expressly agreed in a relevant SLA or separate contractual document.

**Advisory Support:**

Upon the Client's request, the Provider may offer non-binding, general recommendations regarding the technological development of the Client's business. Such services shall not be construed as legal, tax, or regulatory advice.

**Clarifications:**

- The monitoring of security tools (e.g., EDR, patch management, antivirus) by the Provider, even where such monitoring is included in the service scope and/or the Provider has technical access, does not create any obligation for active monitoring, response, alert interpretation, or intervention. Any such services (e.g., SOC, MDR, alert response) require a specific and express written agreement via SLA or separate contractual document.
- References in any invoice, email, report, or other record relating to security functionalities (such as MDR, SOC, EDR alerting, or threat response) shall not give rise to any obligation or presumption of service provision, unless there is a valid, signed, and enforceable agreement that clearly defines the scope, limits, and content of such services.
- The present section does not constitute an SLA or service level guarantee unless otherwise expressly provided in a written annex or SLA agreement.
- The Provider retains basic technical logs only for operationally critical events and only to the extent that this is technically feasible. The Provider is under no obligation to maintain historical or long-term storage of such logs unless otherwise expressly agreed.

- This section is interpreted as supplementary to Articles 6 and 8 of this Agreement. In the event of contradiction or conflict, the provisions relating to limitations of liability, disclaimers, and Client obligations shall prevail.

Data Transfer Requests: In the event the Client requests the Provider's urgent assistance in transferring its data, the Provider reserves the right to accept or decline such request at its sole discretion. In all cases, such assistance shall be conditional upon the Client's prior confirmation to the Provider that the Client has reviewed and verified the completeness and accuracy of the data to be transferred. Even in such cases, the limitations of liability provided under Articles 6 and 8 shall continue to apply in the event of any loss of Client data.

#### **5. PRIORITIZATION OF SERVICE PROVISION AND GIANTSTRIDE'S RESPONSE TIME.**

The priority of solving each problem of the Customer's systems is defined by the Provider and it emerges from the combination of its importance and impact on the correct fulfillment of the service provided, as shown in the TABLE below. It is expressly agreed that the customer cannot force the Provider to change the resolution priority, as this could affect the entire service provided. The table below shows the response time of the provider to each problem, according to the priority defined above. All stated response times refer to business days and hours, i.e. from Monday to Friday and hours 09:00-17:00.

			Significance		
			3 - low	2 - medium	1 - High
			The problem prevents the user from performing some of his activities that are not considered critical	The problem prevents the user from performing critical activities, but there are alternatives	The problem prevents the user from performing critical activities, with no workarounds
Impact	3 - low	- One or two employees are affected by the problem - There is no impact on the reputation of the company or it is considered insignificant	3 - Low (Best Effort)	3 - Low (Best Effort)	2 - Medium (during the day)
	2 - Medium	- Numerous employees are affected by the problem - The impact on the company's reputation it is likely to be mild	2 - Medium (during the day)	2 - Medium (during the day)	1 - High (within 4 hours)
	1 - High	- All users of a particular service - There is a significant impact	1 - High (within 4 hours)	1 - High (within 4 hours)	1 - High (within 4 hours)

	on the company's reputation			
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## **6. OBLIGATIONS OF THE PROVIDER - SOLUTION OF PROBLEMS-DISCLAIMER & EXTENT OF LIABILITY.**

The Provider is obliged to provide the services provided properly and at the highest level of professionalism.

Throughout the provision of the services of supplement B of the respective contract, the Provider must provide these in a timely and appropriate manner, fully complying with the obligations he undertakes, using the appropriate staff, for whose fees and insurance contributions he himself is responsible. In addition, the Provider declares that the software he is going to use or install on the Customer is legally acquired and licensed, and that the maintenance and repair materials are completely reliable and tested.

In case that any problem occurs during the provision of the services, then the following procedure will be followed:

- During scheduled remote, on-site or automated control of the Provider on the Customer's systems, a possible technical problem, malfunction or malfunction of the network or malfunction of one of the Customer's systems can be diagnosed.
- The Provider's automated support and management network, as soon as the problem is detected and within the response times described above in condition number 4, is automatically activated and the Provider's technicians take care of the problem.
- In case that the restoration of the problem is not possible after the intervention of the Provider's specialized staff, the Customer is informed about the seriousness and the potential risks of harm. If the problem is a manufacturing one, the Customer may entrust the Provider with submitting a relevant resolution request to the manufacturer himself, in order to correct the application problem.
- A request for intervention or resolution of a possible problem can be submitted by the Customer himself to the Provider, whenever he deems it necessary. In this case,

the request is registered in the Provider's electronic system, whether it is sent by e-mail to the address support@giantstride.gr, or a telephone call is made. The Provider initiates the diagnosis and resolution process within the agreed response time by informing at the same time for this by e-mail the Customer, unless the Customer himself declares in writing, i.e. by e-mail, or orally, i.e. by phone call, that he wishes to postpone the start of the procedure for any reason. In the previous cases where the Customer states that he wants to postpone the start of the procedure either verbally or in writing, the Provider does not initiate the procedure, but he sends an e-mail to the Customer in which he confirms the postponement after submission of his request, informing him at the same time about his (the Customer's) obligation to notify him (the Provider) again in order to initiate the resolution process. . This last notification of the Customer to the Provider is made in any case in writing, i.e. by sending an e-mail, and within a reasonable period of time from the postponement, otherwise the Provider is entitled, at his absolute discretion, not to carry out the problem resolution process. In any case, the Provider bears absolutely no responsibility for any kind of damage caused to the Customer from the postponement of the intervention and resolution of the problem requested by him (the Customer).

- At the end of each month and if a charge arises in addition to that defined in the respective contract, the Client is informed of the number of interventions that took place, through a monthly relevant report sent by the Provider.

The Customer is not entitled to demand the personal presence of the Provider's technicians at his place of business to solve his problems, if he has not previously worked with the technicians remotely to resolve any malfunctions.

In the special case where a problem is required to be solved while this is not provided by the respective contract, then the Customer will submit the relevant request via e-mail, and the Provider, responding to it, will solve the problem, imposing the following charges:

List of fees for Services and for work that is characterized as a separate project and is outside the scope of the respective contract:

**LIST OF FEES GIANT STRIDE \***

<b>Cost of Services Monday to Friday</b>			
Visiting Time	09:00-17:00	17:00-22:00	22:00-09:00
Cost of 1st hour	95,00 €	120,00 €	145,00 €
Cost per extra hour	70,00 €	90,00 €	105,00 €
Remote access	70,00 €	90,00 €	105,00 €

<b>Service Charges on Saturday</b>		
Visiting Time	09:00-22:00	22:00-09:00
Cost of 1st hour	120,00 €	180,00 €
Cost per extra hour	90,00 €	135,00 €
Remote access	90,00 €	135,00 €

<b>Service Charges on Sunday</b>	
Visiting Time	All day
Cost of 1st hour	190,00 €
Cost per per extra hour	140,00 €
Remote access	140,00 €

<b>Working Day Cost</b>		
	Inside Attica	Outside Attica
Monday - Friday	495,00 €	625,00 €
Saturday	745,00 €	935,00 €
Sunday	990,00 €	1.235,00 €

\*The above prices do not include Value Added Tax.

The Provider, during the fulfillment of his contractual object, may gain knowledge of personal data, which are kept by the Customer, through his access to the Customer's systems and mechanical equipment, which is done for the purposes of his organizational support at the level of software and equipment. Any access to such

data, if it's carried out, it is always done with the aim of solving the Customer's technical problems.

The Customer is entitled to claim compensation for any damage to his existing property or to everything he expects and it is likely to acquire, which he has suffered as a result of errors or omissions of the Provider's agents or assistants, only if the damage caused, beyond all doubt, due to their guile. In this case, the Customer must inform the Provider in writing about any of his claims and about the facts which prove the fault that rests on the additional or the fulfillment assistant of the Provider so that it is attempted a compromise solution between the contracting parties. In any case, the compensation that the Customer may claim and receive may not exceed the amount of money, which he paid for the provision of the services in accordance with the contract during one year. The Customer cannot claim compensation for damage he suffered due to force majeure.

In case of termination of the contract in any way, the Provider is automatically released from any obligation to provide any service to the Customer, even the provision of supporting services during the time required to transfer the Customer to a new Provider. Exceptionally and after the relevant request of the Customer, the Provider may, at his absolute discretion, provide him with supporting services in the interval from the termination of the contract until he switches to a new provider, but under the following conditions: a) the duration of the provision of the supporting services cannot exceed two months from the termination of the contract, b) the charge for the supporting services is made based on the price list for work that is characterized as a separate project and is outside the scope of the respective contract referred to in clause 6 hereof. However, it is clarified that under no circumstances the Customer can submit the above request for the exceptional provision of supporting services, until the transition, to a new Provider in case c', which is provided in the definition of "customer equipment" in condition 1 hereof, i.e. in the event that the Provider terminates the contract because the Customer does not pay the additional charges invoiced to him following the discovery by the Provider of the new equipment.

The Provider bears no obligation towards the Customer for the provided services, if the Customer:

a) Does not regularly carry out the work of saving and creating backup copies of data files (backup) that his maintains in the software of the programs-applications of third-party manufacturers.

b) Specifically for the Acronis application, does not comply with the terms of service posted on the website of the said third party manufacturer, i.e. <https://www.acronis.com/en-us/download/docs/eula/corporate/>

c) fails to comply with its obligations, as referred to in condition 8.

The Provider shall not be liable to the Customer for any damages, losses or expenses arising out of or in connection with the acts or omissions of third party suppliers or vendors, including but not limited to Internet service providers, cloud hosting providers, hardware manufacturers or software providers, regardless from whether the Provider has recommended or referred to such third parties.

The Provider shall not be liable to the Customer for any damages, losses or expenses arising from or in connection with the Customer's failure to follow appropriate security procedures, properly maintain its systems or take reasonable measures to protect its systems from unauthorized access or use.

The Provider shall not be liable to the Customer for damages, losses or expenses arising out of or in connection with changes to the Customer's systems or infrastructure made without Provider's prior knowledge. The Customer acknowledges and agrees that any changes made without the Provider's knowledge may affect its ability to provide the agreed services.

## **7. PROVIDER'S EQUIPMENT**

For the provided services, the Provider will use the following:

The Provider may, at his own uncontrollable discretion, use other equipment, mechanical or software, not mentioned above, for the fulfillment of this contract, as long as he considers that with this equipment he can cope even better with the undertaken hereby obligations towards the Customer.

In addition to the commitments and obligations undertaken under the Agreement, the Client also undertakes to comply with all commitments and obligations imposed by the software manufacturers and service providers, as set forth in their respective terms and conditions, which are available at the following websites:

Περιγραφή	Σκοπός
Datto RMM	Preventive maintenance, monitoring, and support system for the Provider's clients' systems.
Zoho	CRM, Project Management, and Ticketing (issue tracking) system for the Provider.
IT Portal	System for documenting clients' systems and passwords.
Sophos Central	Management system for clients' Sophos products.
Bitdefender Gravity Zone	Endpoint Security management system.
Unifi Cloud Controller	Equipment management system for Ubiquiti devices.
Microsoft LightHouse	Management system for Microsoft Azure and Microsoft 365.
Microsoft Partner Center	Management system for Microsoft products.
Rocket Cyber	Endpoint Security management system.
Huntress	Endpoint Security management system.
Threatlocker	Endpoint Security management system.
Acronis Cyber Protect Cloud	Management system for Acronis products.
Cloudflare	Public DNS / Web Application Firewall management system.
Keeper Security	Password management system.

- <https://www.datto.com/legal/autotask-psa-datto-rmm-datto-commerce-and-datto-edr-terms-of-us/>

- <https://www.zoho.com/terms.html>
- <https://www.siportal.com/?rID=Policy>
- <https://www.sophos.com/en-us/legal/sophos-services-agreement.aspx>
- <https://www.bitdefender.com/site/view/legal-terms.html>
- <https://help.cloudunifi.com/terms/>
- <https://aka.ms/customeragreement>
- <https://aka.ms/customeragreement>
- <https://www.kaseya.com/legal/kaseya-master-agreement/>
- <https://support.huntress.io/hc/en-us/categories/14691882119187-Legal-Documentation>
- <https://www.threatlocker.com/terms-and-conditions>
- <https://www.acronis.com/en-us/download/docs/eula/corporate/>
- <https://www.cloudflare.com/terms/>
- <https://www.keepersecurity.com/termsfuse.html>

In the event of any conflict between the terms of the Agreement and the terms of the applicable manufacturer or service provider of the package, the latter shall prevail.

The Client hereby expressly acknowledges that they have reviewed and understood the aforementioned terms and conditions and undertakes to comply fully and faithfully with them.

## **8. CUSTOMER'S OBLIGATIONS**

The Customer declares that he is the legal owner of the equipment described in supplement A of the contract.

The Customer undertakes the obligation to promptly notify the Provider of any problem related to the service provided and not to allow a third party to intervene in the equipment, from the moment the problem is identified. In case that after the problem has been established, a third party, not authorized in writing by the

Provider, proves to have attempted to resolve it, then the Provider is entitled to refrain from resolving the problem.

The Customer is obliged to provide all necessary assistance to the Provider's technicians, even to provide full access to his systems, if this is required by the Provider's technicians to solve the problem.

The Customer accepts that the Provider may, after a relevant telephone call, obtain remote access to any of the systems referred to in supplement A of the respective contract in order to resolve any malfunction. However, it is a given that in the context of the services provided and especially in cases where these can be provided remotely (such as in some cases of regular maintenance or fault diagnosis) the Provider may gain access to the Customer's servers without is obliged to a prior telephone call of the Customer.

The Customer is responsible for taking backup copies (back-up) of his data, whenever he deems it's necessary, according to his security policy, and in any case at least once a week. The Provider bears no responsibility for any data loss that may be caused by the attempt to solve a problem or any mistake in the security policy or by a technical malfunction of the restore to the Customer's backup system. It is clarified that the possible involvement of the Provider, in the context of the services provided, in the management of the Customer's back-up, in no case can establish the responsibility of the Provider for the observance of the Customer's back-up or establish any claim of the Customer, and for any reason, against the Provider regarding the observance of the back-up.

For the fulfillment of the contract, the Customer may use the following group of programs, which belong to independent manufacturers, as well as the following services, which are not provided by the Provider himself, but he declares that he has the permission to provide as a package, under the name:

- a. Acronis Cyber Protect Cloud
- b. Datto RMM
- c. Threatlocker, LockDown360
- d. IT Portal

- e. CloudFlare
- f. Microsoft Office 365, Microsoft 365, Microsoft Azure, MS365, MS Azure
- g. Sophos
- h. Bitdefender Gravity Zone, IT.Total Care Antivirus, IT.Total Care web protection
- i. Huntress, NetAssurance P2
- j. Rocketcyber, NetAssurance P1
- j. Keeper

In addition to the commitments and the obligations undertaken in the contract, the Customer also undertakes the commitments and the obligations arising from the manufacturers of the programs and the service providers, as described in the following websites respectively:

- a. <https://www.acronis.com/en-us/download/docs/eula/corporate/>
- b. <https://www.datto.com/legal/autotask-psa-datto-rmm-datto-commerce-and-datto-edr-terms-of-us/>
- b. <https://www.kaseya.com/legal/kaseya-master-agreement/>
- c. <https://www.threatlocker.com/terms-and-conditions>
- d. <https://www.siportal.com/?rID=Policy>
- e. <https://www.cloudflare.com/terms/>
- f. <https://aka.ms/customeragreement>
- f. <https://www.microsoft.com/en-ww/microsoft-365/business/terms-and-conditions>
- f. <https://azure.microsoft.com/en-us/support/legal/subscription-agreement/>
- g. <https://www.sophos.com/en-us/legal/sophos-services-agreement.aspx>
- h. <https://www.bitdefender.com/site/view/legal-terms.html>
- i. [Legal Documentation – Huntress Product Support](#)
- j. <https://www.kaseya.com/legal/kaseya-master-agreement/>
- k. <https://www.keepersecurity.com/termsfuse.html>

In case of inconsistency between the terms of the contract and the terms of the manufacturer-provider of the package services, the terms of the latter prevail, as

they are reflected in the above websites, of which the Customer declares that he has taken notice and undertakes to faithfully observe them.

The Customer, as the final user of the software of the third-party application programs, in which his data files are stored, which may also include the personal data of third parties, confidential information of his business, the customer base, etc., is obliged, immediately after the installation of the software in question, to block access to the software to any third party, including the Provider, by changing any passwords that may have been initially set for the installation of the software, and in general to ensure in any way that access to the software and the data files stored in it, only he as the end user has access to. Furthermore, and specifically for the AcronisBackup software, the Customer is obliged, immediately after its first installation on its systems, to enter the settings of the said software and stop the Provider's access to it.

The Provider, as far as it concerns him, shall take all appropriate technological and organizational measures to ensure compliance with Law 5160/2024, titled "Transposition of Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 on measures for a high common level of cybersecurity across the Union (NIS2)", and with Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector (Digital Operational Resilience Act - DORA), which sets out uniform requirements concerning the security of network and information systems supporting the business processes of financial entities.

Among other obligations, Law 5160/2024 imposes strict incident reporting requirements regarding cybersecurity, specifically:

i) Early Warning: Upon identifying a significant incident, companies must submit an "early warning report" to the competent authority within 24 hours. This report must include a preliminary assessment of the nature and potential impact of the incident.

ii) Incident Notification: Following the early warning, a more detailed “incident notification” must be submitted within 72 hours, containing specifics such as the time and type of the incident, the affected systems and data, and the actions taken to mitigate the effects.

iii) Final Report: No later than one month after the initial notification, a final report must be submitted, providing a comprehensive analysis of the incident, the root cause, lessons learned, and remedial actions taken.

With respect to the Provider’s obligation to report such cybersecurity incidents to the National Cybersecurity Authority when delivering services to the Client, the following clarifications are provided:

The Client shall bear full responsibility as an enterprise for complying with and fulfilling all obligations arising from the aforementioned Greek Law (transposing Directive NIS2) and the aforementioned EU Regulation (DORA), as well as for its general compliance with their provisions. All obligations set out under the above Law and Regulation shall be binding solely upon the Client and not upon the Provider, who is only obligated—pursuant to law—to submit the above reports to the National Cybersecurity Authority if and when a cybersecurity incident comes to its attention during the course of providing services to the Client.

It is understood that in order for the Provider to fulfill this obligation, it must have actual knowledge of such cybersecurity incident. The Provider does not engage in real-time or 24/7 monitoring of the Client’s systems for cybersecurity threats, and its obligation to inform the National Cybersecurity Authority in a timely manner shall not be construed as increasing or extending its contractual obligations beyond the agreed working days and hours for the provision of services.

The Client shall be obligated (a) to notify the Provider in a timely manner of any cybersecurity incident within its systems that comes to its attention, and (b) to furnish the Provider with all necessary information and data related to said incident and to cooperate fully, so as to enable the Provider to submit to the National Cybersecurity Authority, first, a prompt initial report, followed by the 72-hour incident notification report, containing details such as the time and type of the incident, affected systems and data, and mitigation actions undertaken, as well as the one-month final report with a comprehensive analysis of the incident, its root cause, the lessons learned, and the corrective measures taken.

The aforementioned shall likewise apply in cases where the Client qualifies as an obligated entity under the above Regulation (DORA), namely when its business constitutes a financial entity as defined therein, and is thereby required to report significant cybersecurity incidents that come to its attention to the competent supervisory authorities.

The Client expressly acknowledges the importance and necessity of cooperating with the Provider in the event of a cybersecurity incident. In this regard, the Client unreservedly accepts that, should the Provider become subject to scrutiny or liability from the National Cybersecurity Authority or any other competent body, due to the Client's fault (e.g. delayed notification of the incident, refusal to cooperate, insufficient provision of data to the Provider, etc.), or should any administrative penalty (e.g. fine) be imposed on the Provider as a result thereof, the Client shall be liable to compensate the Provider with an amount equal to the imposed fine and shall also be responsible for indemnifying the Provider for any other loss it may suffer due to such cause.

## **9. COPYRIGHT - INTELLECTUAL PROPERTY**

The Provider has no responsibility if the Customer's software, systems and information material therein infringes the copyrights of third parties. The Provider, as part of the services provided, and after informing and agreeing with the Customer, installs third-party software programs on the Customer's systems, for the installation of which acceptance of the terms of the respective manufacturer is required (checkbox). It is clarified that in these cases the Provider accepts the relevant terms, which may include, among other things, related clauses on the copyright and intellectual property of third parties, in the name and on behalf of the Customer, as, as is understandable, the installation of the programs of which concerns the Customer. In this case, i.e. in the event of a violation of copyright or intellectual property of third parties, the responsibility is entirely borne by the Customer and in the event that the Provider is informed that such a case occurs, the contract is immediately and automatically terminated and any fee paid remains in the hands of the Provider as compensation for the termination of the contract for this reason and with the Customer's fault . In addition, in this case, the Customer must compensate any damage, to the existing property or to any income that the Provider expected to receive, which the Provider suffered or will suffer from his exposure due to the illegal material delivered to him by the Customer, as well as to cover without protestation any expenses incurred by the Provider, in order to prove that he has no responsibility for the material delivered to him by the Customer.

In relation to the above, it is clarified that any expression of an opinion by the employees or partners of the Provider or in general his third parties, on the occasion of the provided services, regarding the legal status of the installed programs in terms of copyright or intellectual property (licensing), is strictly personal to the person expressing it and in no case can it be considered that it expresses the Provider or that the Provider is bound by it. The Provider does not provide interpretation services of the legal status of the installed programs in terms of copyright or intellectual property (licensing) and in no case can be considered to bear any responsibility for any damage that may occur to the Customer who adopted the these issues personal opinions of employees, partners or third parties added.

In this regard, it is expressly agreed that the Provider bears no responsibility for illegal content that may be found on the Customer's premises or equipment. Such content, by way of example, refers to the use of illegal software, the violation of intellectual property rights as defined in greek Law 2121/1993, as it applies each time, the violation of rights that fall under the provisions of Regulation (EU) 2016/679 (GDPR), as well as greek Laws 2472/1997, 3471/2006, 3783/2009, 3917/2011 as they each time apply or are amended - replaced, and in general, content that falls within the complex of criminal law provisions and the complex of intellectual, intellectual and industrial property legislation. For all of the above, it is agreed from now that, in case that an investigative or prosecuting authority requests any information from the Provider regarding the activities that fall within the above indicatively mentioned framework, as well as in any other provision of the law, he will immediately deliver any data requested to him, without being obliged to inform the Customer beforehand, nor will the latter be able to maintain claims against the Provider for the aforementioned delivery of requested data.

Subject to the above, all intellectual property rights on or related to the services provided by the Provider (including database rights patents, utility models, design rights, trademarks, trade names, trade secrets, know-how and any other form of registered or unregistered intellectual property rights) as well as all related documents and all copies thereof, remain and are the exclusive property of the Provider. The terms of the provided services do not give the Customer any intellectual property rights in the Provider's services and all rights not expressly mentioned in this agreement are reserved by the Provider.

#### **10. IN REFERENCE TO THE SOFTWARE USED BY THIRD PARTY MANUFACTURERS**

The software of the programs-applications of the third-party manufacturers used by the Provider to provide the services to the Customer belongs to these manufacturers-third-party companies, which require the payment of a fee in order to provide the relevant licenses for its use and the sub-license of its functions to the Provider. In order for the Provider to facilitate the Customer to enjoy seamless provision of services, i.e. use of the software without interruptions, he (the Provider)

first purchases the licenses for the use of the software, which he then grants for a fee to the Customer. The previous action of the Provider is exhausted only in the granting to the Customer of the licenses to use the software and under no circumstances does the Provider store, maintain or generally process the Customer's files-data, which are stored and maintained exclusively in the applications of these third-party software manufacturers. From this, and as expressly and specifically provided below, in case that the Customer omits the frequent download-creation of backup copies of his data files located in the respective software, the Provider bears absolutely no responsibility if this data for any therefore they are deleted or generally lost. From this, and as expressly and specifically provided below, in case that the Customer fails to take the required actions to ensure that only he, as the person responsible for their protection and processing, has access to his data files, the Provider bears absolutely no responsibility if any data contained in said files are compromised or in general are processed illegally in any way.

But beyond the frequent backup of its data files, which is an obligation of the Customer, in case of termination of the contract, and in general in case of termination in any way and for any reason, the Customer accepts that: a) in order not to have problems with the management of the data files of his business, which in their entirety will be stored and maintained in the cloud services of the software of the above third-party companies-manufacturers, which require payment of a license to continue providing of their services, he will refer to the official websites and support services of these third-party companies in order to obtain detailed instructions for the process of continuing to access their software-programs, as well as information on the period of time for which the company's data files will remain stored of in their services. b) He will have no claim against the Provider to take the above-mentioned actions for him to safeguard the data files of his business. c) He acknowledges that once the contract is terminated or in general terminated in another way, no responsibility can be claimed from the Provider for any loss of the data files of its business or any restrictions on its access to those that will be set by third-party manufacturer's software companies.

The Provider is not liable under any circumstances to the Customer for any damage or damage, which is due to or is connected in any way to the software of the programs-applications of the third-party manufacturers. The Provider, although he has checked the quality of the software of the programs-applications coming from third-party manufacturers, does not provide any guarantee for its fidelity and any errors. The Provider does not guarantee either the plenitude of the information contained in the specific software, nor the absolute accuracy thereof. Software is provided "as is" and the Customer takes the sole responsibility and risk for the suitability and his own performance. In this regard, the Provider and its developers are not under any circumstances primary or secondary liability for compensation of any positive or consequential damage, which will be due to a defect or damage of the specific software.

The Customer declares that before concluding the contract with the Provider, and with regard to the software - applications of the third party manufacturers (Acronis, Microsoft etc.), he has cognizance of the terms and conditions under which the specific third party manufacturers provide the use of the software - of their applications, as these terms are posted on their official websites, listed above in term number 8.

## **11. REMAINING TERMS FOR SERVICES PROVIDED**

The contract is governed by and interpreted in accordance with Greek law.

Any dispute arising between the Provider and the Customer, in relation to the interpretation and/or application of any term of the contract, or in relation to the rights, claims and obligations of the contracting parties arising from it, will be subject to the exclusive jurisdiction of the Courts of Athens , whose jurisdiction the parties expressly accept.

The Customer allows the Provider to mention and present it in its customer list, website or advertising form, always in a positive light and in no case displaying internal information of the Customer.

The modification of the contract is possible only after a new agreement between the Customer and the Provider, for the drawing up of which a document and a certain date type is defined exclusively.

The Customer is prohibited from assigning rights or obligations arising from the contract to another person or company, without the prior written consent of the Provider. Any such assignment without the prior written consent of the Provider shall be void and shall not be binding upon the Provider.

The respective contract also binds any person who enters wholly or specifically in the legal position of his predecessor, whether this is the provider or the customer.

In the event of any conflict between the provisions of the contract and these posted terms, the provisions of the contract shall prevail and apply. Furthermore, where a matter is governed more specifically in the contract than in these posted terms, the relevant provisions of the contract shall take precedence and govern accordingly.

**Date of last modification of the above terms of service: 26-5-2025**

Lefteris Karafilis



# Certificate of Completion

## Summary

**Document ID:** 4AD9117AF-TLAPK6Z-9AA\_NYCMCJTKLLR1HDJ7-0PSIOW5WNQ\_9VM

**Document name:** Terms of services - EN - 26-5-2025

**Sent by:** Lefteris Karafilis <lkarafilis@giantstride.gr>

**Organization:** Giant Stride  
1 Aggistis St., Athens, Attica, Greece 11855

**Sent on:** May 26, 2025 14:19 EEST

**Completed on:** May 26, 2025 14:19 EEST

**Sign order:** Random

**No. of documents:** 1

**Signers:** 1

**Receives a copy:** 0

**Approvers:** 0

**Witnesses:** 0

**Recipient reviewers:** 0

## Recipients



Signer

Lefteris Karafilis

lkarafilis@giantstride.gr

Signature



**Emailed on:** -

**Viewed on:** -

**Terms agreed on:** -

**Signed on:** May 26, 2025 14:19 EEST

**Accessed from:** 104.28.209.174

**Device used:** Web

**Authentication type:** None

# Legal Disclosure

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

### Electronic documents

Please note that Giant Stride ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

### Request for paper copies

You have the right to request paper copies of these documents sent to you electronically from lkarafilis@giantstride.gr. Alternatively, you also have the ability to download and print these documents sent to you electronically, and re-upload a scanned copy of the printed and physically signed documents. If you, however, wish to request paper copies of these documents sent to you electronically, you can write back to the sender.

### Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to lkarafilis@giantstride.gr informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

### To advise Giant Stride of your new email address

If you need to change the email address that you use to receive notices and disclosures from us, write to us at lkarafilis@giantstride.gr

### System requirements

Compatible with recent versions of popular browsers such as Chrome, Firefox, Safari, and Internet Explorer. Zoho Sign is also available on iOS and Android devices.