



END USER LICENSE AGREEMENT

SIMPLIFI SIGN FOR WINDOWS

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1. GENERAL PROVISIONS

This End User License Agreement (“License” or “EULA”) constitutes a legally binding agreement between you (“User”) and Simpliworks SRL (“Simpliworks”) regarding the use of the Simplifi Sign for Windows software application (the “Software”).

By installing, accessing, or using the Software, you confirm that you have read, understood, and fully accepted the terms of this License.

2. PURPOSE AND NATURE OF THE SOFTWARE

The Software is a technical tool intended to facilitate the use of trust services provided by Simpliworks and does not, in itself, constitute a trust service.

The User expressly acknowledges and agrees that the use of the Software is closely linked to the use of the trust services provided by Simpliworks and that such services are governed by the applicable policies and procedures.

The User understands and agrees that:

- the use of digital certificates is subject to the provisions of the applicable CPS and CP, as well as the General Terms and Conditions for Qualified Electronic Signature, Qualified Electronic Seal and Qualified Electronic Time-Stamping Services and the Simpliworks Personal Data Processing Policy, available at www.simplifi.ro/policies;
- the use of trust services is conditional upon compliance with applicable law;
- Simpliworks may suspend or revoke trust services under the conditions set out in the applicable policies;
- the operation of the Software may be limited or suspended where necessary to ensure the security or compliance of the trust services.

The issuance, use, suspension, and revocation of digital certificates are governed exclusively by:

- the Certification Policy (CP);
- the Certification Practice Statement (CPS);
- the Trust Services Policy (TSP);
- the General Terms and Conditions for Qualified Electronic Signature, Qualified Electronic Seal and Qualified Electronic Time-Stamping Services;
- the Personal Data Processing Policy;
- applicable law.



3. GRANT OF LICENSE

Simpliworks grants the User a limited, non-exclusive, non-transferable, and revocable license to install and use the Software, solely for the purpose of using the trust services provided by Simpliworks.

The User may use, install, and distribute Simplifi Sign for Windows only as permitted under this License.

4. INTELLECTUAL PROPERTY

Simplifi Sign for Windows is protected by Romanian copyright and related rights legislation, as well as by other international intellectual property laws and treaties.

Nothing in this License grants the User any rights to the source code, trademarks, patents, or proprietary technologies.

All rights of any kind in and to Simplifi Sign for Windows that are not expressly granted under this License are fully and exclusively reserved by Simpliworks SRL.

5. ASSIGNMENT OF LICENSE

The right to use the Software may not be transferred or assigned without the prior written consent of Simpliworks.

Simpliworks reserves the right to assign this License, in whole or in part, to a third-party successor, including in the context of a merger, acquisition, corporate reorganization, outsourcing of services, or portfolio transfers, without requiring the prior consent of the User. Simpliworks shall notify the User of such assignment through the communication means provided for in this License. The assignee shall assume all obligations of Simpliworks toward the User under this License as of the date of assignment.

6. USER OBLIGATIONS

The User is responsible for ensuring the security and proper use of the Software and the associated services and undertakes to act with the diligence of a prudent and informed user.

In this regard, the User is responsible, including but not limited to, for:

- maintaining the security of the equipment, operating system, and IT environment in which the Software is installed and used, including by applying security updates, using antivirus software, and preventing unauthorized access;
- protecting the confidentiality, integrity, and availability of private keys, digital certificates, access codes, passwords, and other credentials associated with the use of the Software and trust services;



- using digital certificates and the Software exclusively for authorized purposes and in accordance with applicable law, the policies and procedures governing trust services, and this License;
- carefully reviewing the content of documents before applying an electronic signature or performing any electronic operation, including verifying the identity of the recipient, the content of the document, and the legal consequences of the operation;
- notifying Simpliworks without undue delay in the event of the occurrence or suspicion of a security incident, including, but not limited to, the loss, disclosure, compromise, or unauthorized use of private keys, digital certificates, or access credentials;
- cooperating with Simpliworks in the investigation and remediation of security incidents, including by providing necessary information to a reasonable extent.

Failure to comply with the obligations set out in this Article may result in the suspension or limitation of the use of the Software or trust services, in accordance with applicable law and the policies and procedures governing trust services.

7. SECURITY OF SOFTWARE USE

The User acknowledges that the security of the use of the Software depends primarily on the security of the IT environment in which it is installed.

Simpliworks cannot guarantee the security of the use of the Software where:

- the IT system is compromised;
- malicious software is installed;
- insecure configurations are used;
- the User does not comply with good security practices.

The User assumes full responsibility for maintaining the security of the IT environment and for preventing unauthorized access to the Software and to digital certificates.

8. CONFIGURATION OF THIRD-PARTY APPLICATIONS (ADOBE)

When using the Software to sign electronic documents in the Adobe Acrobat Reader application or similar applications, it may be necessary to modify certain security settings.

In particular, for the proper functioning of electronic document signing, it may be necessary to disable the following option:

“Enable Protected Mode at startup”

from the application’s preferences menu.

The User is solely responsible for the configuration of third-party applications.

9. LOGGING AND TECHNICAL RECORDS

The User acknowledges and agrees that the use of the Software may automatically generate and transmit technical records and activity logs (“logs”) necessary to ensure the security, integrity, and proper operation of the Software and the associated trust services.

Such records may include, without limitation:

- technical information regarding the installation, configuration, and use of the Software;
- authentication events and the use of digital certificates;
- information regarding the operation of the application and any errors or technical incidents;
- data necessary for diagnosing technical issues and ensuring service continuity;
- information regarding interaction with the technical infrastructure of the trust services.

Such technical records may be collected, used, and retained by Simpliworks for the purposes of:

- ensuring the security of IT systems and trust services;
- preventing, detecting, and investigating security incidents;
- complying with applicable legal and regulatory obligations;
- maintaining technical records necessary for audit, internal control, and compliance;
- ensuring operational continuity and improving services.

Technical records and activity logs may be retained for the periods required by applicable law, the policies and procedures governing trust services, and the requirements of competent authorities.

To the extent permitted by law and in accordance with applicable legal and regulatory obligations, such records may be made available to competent authorities, supervisory bodies, authorized internal or external auditors, or other entities authorized by law.

The collection and use of such technical records shall be carried out in compliance with applicable data protection legislation, the privacy policies applicable to trust services, and all Simplifi-specific terms and conditions referred to in this License and in the contractual documents governing trust services.

10. USE IN RELATION TO THIRD-PARTY SYSTEMS

The Software may be used in connection with third-party IT systems, including public authority platforms or electronic document signing applications.

Simpliworks does not control and is not responsible for the operation of such systems.

Simpliworks does not guarantee the ongoing compatibility of the Software with third-party systems and shall not be liable for interruptions, errors, or technical changes occurring at their level. The User / Beneficiary is solely responsible for verifying compatibility and functionality prior to use.



The use of the Software in connection with public authority platforms (such as the Romanian Spațiul Privat Virtual ANAF, e-Invoice systems, etc.) is subject to compliance with the technical and legal requirements imposed by such authorities. Simpliworks shall not be held liable for the rejection, invalidation, or non-acceptance of electronic documents by such platforms, regardless of the cause.

11.TEHNICAL SUPPORT

Simpliworks may provide technical support, without being under any obligation to do so, unless such support is expressly provided for in a separate agreement.

Simpliworks may modify or discontinue technical support at any time.

12.MAINTENANCE, UPDATES AND PLANNED DOWNTIME

Simpliworks may periodically perform maintenance, updates, or modifications to the Software or the associated infrastructure, including operations necessary for security, regulatory compliance, operational stability, or the improvement of functionalities.

Such operations may result in the temporary unavailability of the Software or certain functionalities.

To the extent possible, Simpliworks will make reasonable efforts, without guaranteeing, to:

- schedule maintenance outside peak hours;
- minimize the impact on users;
- provide prior notice to users, where reasonably practicable.

Simpliworks reserves the right to restrict or disable Software functionalities in the event that an outdated version is used, without this constituting a breach of this License or giving rise to any liability on the part of Simpliworks. Simpliworks shall not be liable for any security incident, damage, or legal consequence resulting from the use of a Software version that has not been updated within the prescribed timeframe due to the User's fault.

Simpliworks shall not be liable for any loss or damage resulting from the temporary unavailability of the Software caused by:

- planned maintenance;
- security updates;
- legal or regulatory requirements;
- technical incidents.

13.USE RESTRICTIONS

The User shall not rent, lend, sublicense, modify, convert, translate, disassemble, decompile, or create derivative works from the Simplifi Sign for Windows application and shall not permit any third party to perform such activities.



The User shall not make access to the Simplifi Sign for Windows application available to other users or third parties in the context of providing IT services, application services, hosting services, or other similar commercial activities, without the prior written consent of Simpliworks.

The User shall not use, copy, emulate, clone, rent, sell, modify, decompile, disassemble, convert, or transfer the Software or any component thereof, except as expressly provided in this License or as permitted by applicable law. Any unauthorized use of the Software may result in the immediate suspension or termination of the license and may give rise to civil or criminal liability, in accordance with the law.

The User shall not upload, sign, transmit, distribute, or make available to others any files or materials containing texts, images, photographs, software, or other materials protected by intellectual property rights, including copyrights, trademarks, patents, trade secrets, or other similar rights, without holding the necessary rights or obtaining the appropriate consents. The User shall also not use the Software to transmit or distribute materials that violate applicable law, the rights and freedoms of others, or accepted practices regarding the use of IT systems.

The User shall not use any materials or information made available through the Simplifi Sign for Windows application in a manner that infringes the intellectual property rights of Simpliworks or of any other person or entity.

The User shall not transmit, distribute, or make available to others any files or software containing viruses, malicious programs, harmful code, or any other software that may affect the security, integrity, or functioning of IT systems.

The User shall not use the Simplifi Sign for Windows application to collect or process personal data relating to other individuals without complying with applicable data protection and confidentiality laws.

The source code, object code, and any other components of the Simplifi Sign for Windows application may not be used, accessed, or converted without the prior written consent of Simpliworks.

14.NO WARRANTY

The Simplifi Sign for Windows Software, as well as any files, data, and materials associated therewith, are provided "as is" ("AS IS"), without warranties of any kind, express or implied, to the extent permitted by applicable law. Such warranties include, without limitation, warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.

Simpliworks SRL makes no warranties and no representations regarding the use or the results of the use of the Simplifi Sign for Windows application. Furthermore, Simpliworks SRL does not guarantee that the operation of the Software will be uninterrupted, error-free, or that the use of authentication mechanisms, passwords, or encryption functions will fully prevent unauthorized access or unintended disclosure of information.



The proper functioning of any IT system requires adequate testing of applications prior to their use in operational environments. Accordingly, the risks associated with the use of the Software are assumed by the User, to the extent permitted by law.

15. LIMITATION OF LIABILITY

To the extent permitted by applicable law, Simpliworks SRL shall not be liable for any loss, damage, or financial prejudice resulting from the use or inability to use the Software. Simpliworks SRL's total liability, regardless of the legal basis of the claim, shall be limited to the amount of the license fee paid for the use of the Software.

Furthermore, Simpliworks SRL, as well as its directors, officers, employees, collaborators, affiliates, subcontractors, or shareholders, shall not be liable for any indirect, incidental, special, consequential, or punitive damages of any kind, including, without limitation, loss of data, information, profits, business opportunities, or business interruption, regardless of the legal nature of the action or claim, even if the possibility of such damages has been notified.

The Software is not intended for use in systems or applications in which its failure or improper operation could reasonably be expected to result in bodily injury, loss of life, or significant property damage. Any use of the Software in such contexts is undertaken solely at the User's risk, and Simpliworks SRL shall not be liable for the consequences of such use.

Simpliworks SRL shall under no circumstances be liable for:

- a) damages caused by force majeure and/or fortuitous events that render Simpliworks SRL unable to perform its obligations under this Agreement. A force majeure event means any event that is absolutely unforeseeable, beyond the control of the parties, and which cannot be prevented by any means (including, without limitation: war, devastating floods, natural disasters, etc.). Simpliworks SRL shall notify the User of the occurrence of such an event within 48 hours of its occurrence, providing supporting evidence. During the force majeure event, the Agreement shall be suspended. The License shall terminate automatically if the effects of the force majeure event last more than 15 calendar days;
- b) damages caused by the installation and use of applications or devices used for the generation and management of cryptographic keys, encryption, or the creation of electronic signatures;
- c) damages caused by the improper use of issued certificates (where "improper" means the use of a certificate that has been revoked, has expired, or is inconsistent with the declared purpose of the certificate);
- d) damages caused by the storage of incorrect data or by the transmission by the User of false, inaccurate, incomplete, or outdated data and information, or false documents and identity documents;
- e) (missing in original – preserved numbering gap)



f) damages caused by the theft or unauthorized use of any authentication data or devices, or by any negligence of the User in safeguarding and using authentication data.

16. LICENSE AMENDMENT

Simpliworks reserves the right to amend this License, to the extent permitted by applicable law, in justified situations such as (but not limited to) changes in the applicable legal or regulatory framework, decisions of competent authorities, objective technical reasons requiring the adaptation of the terms of use, or the extension or modification of the Software's functionalities.

The updated version shall be published on the official website or made available to the User through the Software prior to its entry into force.

If the User does not agree with the proposed amendments, the User has the right to terminate the agreement by notifying Simpliworks before the date on which the amendments enter into force.

Continued use of the License after this date shall constitute tacit acceptance of the amendments.

17. LICENSE TERMINATION

Simpliworks reserves the right to temporarily suspend or terminate this License, in whole or in part, in the event that the User:

- breaches the terms and conditions of this License or any applicable contractual obligations;
- uses the Software in an unauthorized, illegal manner or contrary to the purpose for which it was provided;
- generates or contributes to the occurrence of security risks affecting IT systems, trust services, or other users;
- fails to comply with the security, compliance, or usage requirements established by Simpliworks;
- is involved in a security incident that may affect the integrity, availability, or confidentiality of trust services;
- fails to comply with applicable law or with requirements imposed by competent authorities or supervisory bodies.

The suspension or termination of the License may be carried out without prior notice where this is necessary to protect the security, integrity, or compliance of trust services or to comply with applicable legal or regulatory obligations.

As of the date of termination of the License, regardless of the reason, the User's right to use the Software shall automatically cease.

Upon termination of the License, the User shall:

- immediately cease using the Software;
- uninstall the Software from all devices on which it has been installed;



- delete or destroy all copies of the Software in their possession or control;
- cease any use of the components or functionalities associated with the Software.

Termination of the License shall not affect Simpliworks' right to seek damages or to exercise any other rights provided by law or under this License.

18.EXPORT RESTRICTIONS

The Simplifi Sign for Windows Software may be subject to restrictions regarding export, re-export, transfer, or use, in accordance with applicable laws on export controls, international sanctions, and international trade regulations, including those adopted by Romania, the European Union, or other competent authorities.

The use of the Software is prohibited if the User:

- is located in a country or territory subject to sanctions, embargoes, or trade restrictions that prohibit or restrict the export, transfer, or use of the Software;
- is a natural or legal person subject to restrictions or sanctions that prohibit participation in commercial transactions or the use of products or services subject to export controls;
- uses the Software in a manner that would violate applicable export control laws or international sanctions.

By accepting this License, the User represents and warrants that:

- they are not subject to any restrictions or sanctions that would prohibit the use, export, or re-export of the Software;
- they will not export, re-export, transfer, or make the Software available to others in violation of applicable laws or international sanctions regulations;
- they will comply with all applicable legal requirements relating to export controls and international sanctions.

Simpliworks reserves the right to suspend or terminate the right to use the Software where there are reasonable indications that its use may violate applicable export control laws or international sanctions.

19.GOVERNING LAW AND JURISDICTION

This License shall be governed by and construed in accordance with the laws of Romania.

Any dispute arising out of or in connection with this License shall be resolved by the competent courts of general jurisdiction in Romania, in accordance with the applicable Romanian law, both parties expressly accepting such jurisdiction.



20.SEVERABILITY

If any provision of this License or its application to any person is declared invalid, illegal, or unenforceable by a competent court, such provision shall be deemed null or unenforceable, without affecting the validity and enforceability of the remaining provisions of the License.

21.ENTIRE AGREEMENT

This License constitutes the entire agreement between the User and Simpliworks regarding the use of the Software and supersedes any prior agreements relating to the same subject matter.

The User declares that they have fully understood all the provisions contained in this License and expressly accepts the clauses set out in Articles 5, 14, 15, and 16 above.