

MEMORANDUM

FOR

TECHNICAL COOPERATION IN RESEARCH, PROJECT DEVELOPMENT AND CYBERSECURITY

BETWEEN

SEFOR Solutions, s.r.o.



AND

State higher education institution

Uzhhorod National University



19th of August 2024

MEMORANDUM

This Memorandum of Cooperation (MoC) is entered into on the 19th of August 2024 by and between:

SEFOR Solutions, s.r.o., a company organized and existing under the laws of the Czech Republic, with its registered office at Budejovicka 862/52, 14000 Prague 4, Czech Republic, CIN: 06422918 (hereinafter referred to as "SEFOR"); and

The State Higher Education Institution "Uzhhorod National University", a higher educational institution established and operating in accordance with the legislation of Ukraine, with its headquarters at 46 Pidhirna St., 88000 Uzhhorod, Transcarpathian region, Ukraine (hereinafter referred to as "UzhNU").

WITNESSETH THAT:

WHEREAS, SEFOR is interested in supplying products and providing services to customers enterprises, institutions and organizations of all forms of ownership (the "Commercial Activities");

WHEREAS, SEFOR and UzhNU are interested in collaborating on the preparation and technical implementation of the Commercial Activities;

WHEREAS, UzhNU is interested in participating in the creation of innovative solutions, research and development projects, and the publication of findings and information gained from these projects;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. PURPOSE

This MoC aims to establish a framework for technical cooperation between SEFOR and UzhNU in developing and manufacturing products for SEFOR's customers in Ukraine, specifically within the structures of the Ministry of Internal Affairs and the Ministry of Defense of Ukraine.

2. SCOPE OF COOPERATION

The cooperation between SEFOR and UzhNU shall include, but not be limited to, the following areas:

- A. **Cybersecurity Cooperation:** a. Defining technical requirements for securing the network infrastructure of SEFOR's customers. b. Conducting studies and designing technical solutions for secure access to the internal networks of SEFOR's customers, both from the perspective of cybersecurity requirements and network architecture. c. Selecting the most suitable solution based on assessing the defined requirements and available technical solutions and implementing it into the given systems.
- B. **Technical Implementation of Commercial Activities:** a. Providing "Cybersecurity Architect" and "Network Architect" services. b. Actively negotiating with network and cybersecurity architects of SEFOR's customers, proposing specific solutions, and creating

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project documentation. c. Implementing the proposed solution into SEFOR's technology, configuring active network elements, and testing.

- C. **Regular Maintenance of IT Systems:** Installing software and firmware updates, configuring active network elements, and installing software for IT systems supplied by SEFOR as part of the Commercial Activities.
- D. **Warranty and Post-Warranty Service:** Providing technical support and service interventions for IT systems supplied by SEFOR as part of the Commercial Activities.

3. ORGANIZATION OF INTERACTION BETWEEN THE PARTIES

- 3.1 The Parties shall hold meetings through authorized contact persons who shall agree on the place, date and time of the meeting in a working order.
- 3.2 Representatives of the Parties shall conduct mutual consultations using personal (official) mobile cellular telephone numbers and e-mail.
- 3.3 The Parties shall exchange information by sending letters to the postal addresses of the Parties, informing by official subscriber numbers of the public telephone network, sending electronic mail messages to the e-mail addresses of the Parties and/or official e-mail addresses of the authorized contact persons:

From the Administration of the SEFOR Solutions:
Commercial Director: Mr. Jakub Haluska;
Postal address: V plani 58/32, 14200 Prague 4, Czech Republic;
E-mail: jakub.haluska@sefor.cz;
Telephone number: +420 603480483.

On the part of the University:
Department of Solid State Electronics and Information Security:
Head of the Department: Vasyl Rizak;
Postal address: 54 Voloshin str., Uzhhorod, 88000, Ukraine;
e-mail: vrizak@uzhnu.edu.ua;
Telephone number: +38 0673122587.

4. INVESTMENTS AND LIABILITIES

Each Party shall act on its own account and in its own name when preparing specific projects.

The implementation of specific types of cooperation related to material costs involves the conclusion of additional agreements that define the terms, procedures, and conditions for the implementation of the planned arrangements and projects.

5. ROLES, RIGHTS, AND RESPONSIBILITIES

The specific roles, rights, and responsibilities of each Party shall be detailed in separate work agreements for individual projects.

6. RESOURCES

The resources (both capacity and financial) to be allocated by each Party for the fulfillment of this MoC shall be specified in separate work agreements for individual projects.

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7. AMENDMENTS

Any amendments or modifications to this MoC shall be made in writing and signed by both Parties.

8. CONFIDENTIALITY

The Parties agree to maintain the confidentiality of all commercial and technical information related to the activities under this MoC. A separate Non-Disclosure Agreement (NDA) shall be executed to govern the confidentiality of such information.

9. TERM

This MoC shall be valid for a period of five (5) years from the date of execution.

10. TERMINATION

Either Party may terminate this MoC by providing written notice to the other Party. The termination shall become effective three (3) months after the delivery of the written notice to the other Party.

11. BREACH AND REMEDIES

In the event of a breach of this MoC, the non-breaching Party shall have the right to request the breaching Party to cure the breach within fifteen (15) days of written notice. If the breach is not cured within this period, the non-breaching Party shall have the right to terminate this MoC.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This MoC shall be governed by and construed in accordance with the laws of the Czech Republic and Ukraine. Any disputes arising out of or in connection with this MoC shall be resolved through amicable negotiations.

IN WITNESS WHEREOF, the Parties have executed this MoC as of the date first written above.

SEFOR Solutions, s.r.o.

Budějovická 862/52, Prague 4
14000, Czech Republic

Chief Executive Officer

Vladimír Vošický

SEFOR
SOLUTIONS

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State Higher Educational Institution

Uzhhorod National University

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88000, Transcarpathian region,
Ukraine

Rector

Volodymyr SMOLANKA

