

General Terms and Conditions of Gamanet a.s.

Gamanet a.s., with its registered office at Zátišie 12, 831 03 Bratislava, Corporate ID: 35 917 881, registered with the Commercial Register of the Bratislava III City Court, Section: Sa, entry No. 5585/B (hereinafter as “Gamanet”), hereby issues these General Terms and Conditions (hereinafter as “GTC”) pertaining to any purchase of products or services from Gamanet by a customer and regulating the rights and obligations of the Parties. Any and all changes or amendments to these GTC shall be explicitly agreed between the Parties in writing.

Article I. Interpretation

1. Software product C4¹ shall denote a computer program in the form of a copyrighted work consisting of plugins, storage media, user guide, licences, on-line documentation, electronic documentation, internet services, etc., i.e. the complete software package (hereinafter only as the “Software product”).
2. Plugin shall denote a Software product module - a library allowing to expand the functionality of the Software product. It is used to connect the Software product to an external system and depending on the type of the external system the plugin can be one of the following: device control driver, IS connector for communication with external information systems, client forms in C4 client or a stand-alone independent C4 SDK based client application.
3. Software development kit (hereinafter as “SDK”) shall denote a support package of Gamanet containing a set of plugin development tools. The SDK consists of documentation, a C4 developer licence, an auxiliary library package for plugin development and technical support for third party developers.
4. External system shall denote any system that connects to the Software product categorised as one of the following: device (security, regulation measurement...), information system (HR, payroll...), etc.
5. Agreement shall denote a document establishing a contractual relationship between Gamanet and a customer. The agreement can also be made in electronic form.
6. Customer shall denote a legal entity assigned to a specific tier or category within the Partner program.
7. Parties shall denote Gamanet and the customer.
8. Partner program of Gamanet shall denote a set of Gamanet business rules published at the product website which lay down the basic terms of cooperation with customers (hereinafter as the “Partner program”). The Partner program shall be governed by these GTC. For more information on the terms of the Partner program, please visit the product website.
9. Business partner shall denote one of the three elementary tiers of the Partner program: standard business partner, system integrator and OEM business partner. The business partner is also a contractual partner of Gamanet.
10. Third party developer shall denote one of the Partner program tiers - an entity authorised to develop plugins for the Software product following a signature of the respective contract.
11. End user shall denote an entity which had been granted the right to use the product or a service recipient.
12. End user data shall denote information or data generated in connection with using the Software product by the end user, or the exchange of such data between the end user and Gamanet or the end user and a customer.

¹ The Software product C4 and the entire software package shall be protected under copyright law.

13. Documentation shall denote a collection of materials in written and electronic form containing information on the use, administration and development of the Software product.
14. User guide shall denote a set of documents supplied with the Software product. The User Guide includes the Administrator Manual, the User Manual, and the Installation Manual.
15. The Installation Manual shall denote a set of written instructions issued by Gamanet which clearly explain how to install the Software product.
16. Integration Manual shall denote a manual explaining how to integrate a piece of equipment with the Software product.
17. Certification shall denote a process where a representative of an external system manufacturer and a representative of Gamanet test the individual features of a plugin which connects an external system with the Software product. The outcome of this process is a Compatibility Certificate and a Certification Protocol. The certification serves as a proof for third parties that Gamanet cooperates with the external system manufacturer.
18. Compatibility Certificate shall denote a business representation of a completed certification process.
19. Certification Protocol shall denote a document confirming the completion of the certification process from the technical standpoint. It is basically a report containing the results of all functionality tests (mandatory and optional) specified in the Integration Manual. The Certification Protocol describes the configuration of the external system, the types of tests performed and their results.
20. Version upgrade shall denote a single upgrade of the Software product expanding on the functionality of the previous version of the Software product. It is a software package that will uninstall the old version of the Software product and install a new one.
21. Edition upgrade shall denote a single upgrade of the Software product edition expanding on the functionality of an existing Software product edition within the same version. It is basically activation of the respective software product modules using a licence key.
22. Update shall denote a single update of the Software product regardless of its edition. It has the form of a software package (Service pack) removing errors reported by users of existing installations of the given Software product version. An update shall denote removal of a bug or shortcoming, a quality or other improvement, or an addition, change or modification of a specific version.
23. Enhancement shall denote any implementation of a Software product version, i.e. both an update and an upgrade of the Software product.
24. Release shall denote the release of a Software product enhancement by Gamanet to the market.
25. Edition shall denote a set of functional, executive and visual items (e.g. functionalities, specific properties, mutations, ...) of the Software product intended for a specific customer and activated using a licence key.
26. Product website shall denote the web server accessible at www.C4portal.com, including the content that is present.
27. Intellectual property rights shall denote all intellectual property rights, whether they exist by law or customary law, valid and recognised at present or in the future, including trade secrets, trademarks, copyrights, patents, inventions, designs, logos and business models.

Article II. Product

1. Gamanet is offering to customers its Software product C4 (hereinafter as the “Software product”), the Software product support tools (hereinafter as the “Support tools”). The Software product and the Support tools shall be henceforth jointly referred to as the “Product”).
2. The Software product is being released in versions. Each version is identified by the name of the Software product and an identifier specifying the year of its release. Gamanet releases new versions

of the Software product at regular intervals. Each version includes editions whereby the scope of a specific edition is defined by the respective licence.

3. Support tools implement special features of the Software product and have one specific use depending on the customer's individual needs. Support tools are, for example, scripts, batches, small program utilities, SDK, etc.

Article III. Services

1. Gamanet provides to its customers product related services (hereinafter as "Services"). Gamanet provides a complete package of services only to duly trained and certified customers.

2. The services offered by Gamanet to customers include miscellaneous activities, such as consulting, troubleshooting (support), training and project support provided directly by Gamanet.

3. Gamanet provides services using its professional and technical staff having the required qualification and abilities.

4. Individual services provided by Gamanet are described in more detail at the product website.

Article IV. Support

1. Support is one of the services provided by Gamanet intended for all customer trained personnel (i.e. a customer technician who is directly trained by Gamanet) within the scope of the training.

2. Support consists of help and support provided by Gamanet to the customer to troubleshoot issues and remove reported Software product and plugin bugs. Support is provided for each officially released version of the Software product for a period of 24 (in words: "twenty four") calendar months from the date of release of that version.

3. Gamanet provides support through its customer support department.

4. Any communication regarding service support must be conducted in writing, or must additionally be approved in writing and confirmed. Support can be requested via e-mail or using the product website.

5. The service support request must be specific and contain information that allows the reported problem to be replicated. If necessary, the end user has to provide all cooperation necessary to resolve the reported issue.

6. Gamanet shall not be obliged to provide support in the following cases:

- a) (a) an unauthorised modification of its Software product or its source code or the use of incorrect Software product parameters or settings,
- b) (b) errors related to Software product use and operation contrary to the User Guide,
- c) (c) if the error has been removed by a previously released enhancement that the user failed to install.

7. Unless otherwise agreed between the Parties, Gamanet provides Software product support only to the customer.

8. Specific types of support, its rules and terms can be found at the product website.

**Article V.
Partner Program**

1. The cooperation between Gamanet and the customer shall be governed by a multi-tier Partner program (see Table 1). The individual tiers determine the scope of products and services ordered by the customer.

(Table 1)

Partner program tiers		Agreement	C4 presentation	Training				
				Trade	Administrator	Technician	Projects	Consulting
Partner			✓		○	○		
Business Partner	Standard	✓	✓	●	●	●		
	System Integrator	✓	✓	●	●	●		
	OEM	✓	✓	●	●	●		
Designer			✓				●	
Master User			✓					●
Third Party Developer		✓	✓					✓

- Training + testing
- Training + testing + certification
- Optional training + testing + certification

2. According to the Partner program a customer can become a business partner after taking the respective trainings and signing the respective agreement. Only a business partner is authorised to purchase the Software product from Gamanet. The agreement sets forth the specific terms and conditions of purchase and the scope based on which individual orders are made.

3. The business partner tier consists of three categories. Gamanet shall brief the business partner on its business practices and properties of the Software product, and issue the respective trade certificate to the partner depending on the category to which the business partner belongs. The trade certificate is basically a signed agreement on the basis of which the business partner is authorised to purchase the Software product from Gamanet, and at the same time specifies that the customer is an active business partner during the term of validity of the trade certificate.

4. In addition to the business certificate, the business partner can obtain the appropriate technical certificate from Gamanet after successfully completing the technical training of the Software product and subsequent testing. The technical certificate confirms the customer's ability to complete a professional installation and implementation of the Software product for the end user. Such installed Software product shall be warranted by Gamanet within the scope of the provided training, i.e. the scope defined in the technical certificate.

5. Gamanet shall provide services to the customer depending on the customer's partner program tier. Using the product website, the customer shall register an order and make a payment (on-line or via bank transfer).

6. According to the Partner program a customer can become a third party developer after taking the respective training, registering at the product website and signing the respective agreement.

7. For more details on the individual Partner program tiers and categories see the product website.

Article VI.
Terms of Sale of the Software Product

1. Gamanet sells the Software product only to legal entities (business to business) authorised to sell such Software product to the end users (business to customer) or other legal entities.
2. The customer, as the Software product reseller, must ensure that the Software product will be installed at the end user's facility by a duly trained professional who must adhere to the Installation Manual when installing and implementing the Software product.
3. The customer who sells the Software product to the end user must ensure that prior to selling the Software product to the end user, the end user is familiarised in detail with all parameters and properties of the Software product, the terms of its installation and the impact of its deployment in the end user's environment, and with the business policy of Gamanet. The customer must be able to furnish a written proof of meeting all these obligations to Gamanet (Protocol on providing information, training and instructions to the end user).
4. When selling uncertified plugins to the end user, the customer must obtain from the end user a signed statement in which the end user approves their deployment and acknowledges that Gamanet does not cover such uncertified plugins by warranty.

Article VII.
Order

1. The quantity of products or services supplied by Gamanet to the customer shall match the quantity specified in its order. Gamanet shall not have an obligation to accept the customer's order. Gamanet shall confirm acceptance of the customer's order in writing within 3 (in words "three") business days from its receipt. The customer shall have the right to cancel the order before it has been confirmed by Gamanet.
2. Each order will be assigned a number and must contain a description of the products and services, their quantity, price and delivery date; in the case of electronic delivery, the order also has to specify the e-mail address for delivery. The order number then has to be included in all order related written and electronic communication and correspondence. Attached to the order will be a specification of the ordered products and services.
3. Each order forms an independent individual agreement and a contractual obligation of the Parties.

Article VIII.
Terms of Delivery

1. Gamanet shall deliver the ordered products and services to the customer at the place specified in the confirmed order. The Customer shall take all actions necessary to enable Gamanet to deliver the ordered product and services.
2. Gamanet shall deliver the ordered product and services to the customer by post or in electronic form as specified in the order.
3. Gamanet shall deliver the product to the customer until the date and to the place (or e-mail address) specified in the confirmed order.
4. Gamanet shall deliver the services to the customer to the location specified in the confirmed order at the time agreed between the Parties, or at such time when this is possible considering the nature of the service.
5. Unless otherwise agreed between the Parties, the product delivery related transportation costs shall be borne by the customer.
6. If Gamanet expects that it will not be able to meet the required delivery deadline, it shall inform the customer in writing of this and exercise all reasonable effort to meet the deadline.

7. Following their delivery, the customer is obliged to take the delivered product and services over. The day of product take-over is considered to be the day of product handover to the customer according to the data and records of the respective carrier. If the product is delivered electronically, the day of receipt of the product is considered to be the day it was sent to the email specified in the confirmed order.
8. The day of service take-over shall be the day specified on the delivery note and on the transfer protocol, where the receipt is confirmed by the customer's signature.
9. The customer shall not be obliged to take over a product or a service that has not been delivered within the required delivery date. If the customer unreasonably refuses to take the product or services over, it shall be obliged to compensate to Gamanet the damages incurred by such acts of the customer (transportation costs etc.).
10. Gamanet shall hand over to the Customer the following documents:
 - a) when selling a Software product: delivery note (invoice), User Guide and operating manual for the device included with the installation media.
 - b) when selling services: order, delivery note, transfer protocol.
11. The documents shall be handed over upon delivery, or if this is not possible, delivered in electronic form.
12. The customer acknowledges that if Gamanet transports the product using its own forwarder, Gamanet shall be responsible for any and all damage the product sustained during transport, including late delivery. Gamanet will be relieved of any liability for damage to the product if the transport has been organised by a third party and the liability for damage, including late delivery of the subject matter of transport, shall lie with the respective forwarder.

Article IX. Price and Terms of Payment

1. Upon take-over of the supplied product or service, the customer is obliged to pay its price within the specified deadline, unless otherwise agreed with Gamanet.
2. The price of the product and services has been set by agreement of the Parties according to the price-list of Gamanet valid at the time of the customer's order. The customer is obliged to check the current price with Gamanet in advance. The current price list is available to the customers at the product website.
3. When the payment is to be made on the basis of an invoice, the customer shall pay the invoice issued by Gamanet within the agreed period of time from the date of invoice, unless otherwise specified in the invoice. The invoice shall be issued in compliance with the respective legal regulations, otherwise Gamanet becomes obliged to correct the invoice. A new term of payment shall start to lapse on the day of delivery of the corrected or amended invoice to the customer. The date of payment of the price shall be the date as of which the full amount is credited to the bank account of Gamanet.
4. The price does not include any customs duties or other customs related charges. Value Added Tax will be added to the price in accordance with the applicable legal regulations.
5. Should the customer be in default with payment of the Gamanet invoice, Gamanet becomes entitled to unilaterally refuse any subsequent deliveries of products or services.
6. If the customer is late in paying the price, the default interest is 12.5% p.a. of the unpaid amount and at the same time Gamanet becomes entitled to claim from the customer a contractual penalty in the amount equal of the customer's debt. Gamanet and the customer have agreed that, besides the required default interest, Gamanet has the right to claim from the customer damages incurred by Gamanet as a result of the customer's default in meeting its monetary obligation. Gamanet and the customer agree that the damage incurred as a result of the customer's delay in meeting its monetary obligation is not covered by the interest on late payment.

**Article X.
Turnover, Project, OEM Discounts and Marketing Support**

1. Depending on its turnover during the previous calendar year, the customer is assigned to one of the discount categories of Gamanet. Each discount category offers a certain percentage discount.
2. Besides the turnover discount, the customer can also be eligible for a project discount on the basis of a project registration.
3. The customer can register a project by notifying Gamanet of it and demonstrating sufficient technical and business knowledge of the project. Gamanet can register the project for the customer only if the same project has not yet been registered by another customer. From the moment the customer notified Gamanet of the project, Gamanet has 24 (in words: “twenty-four”) hours to register it.
4. Unless otherwise agreed between Gamanet and the customer, each project can be registered for a maximum of 6 (in words: “six”) months. The registration applies to a specific customer, and if the registration is lost, it will not be possible to register the same project with another customer.
5. Gamanet also offers OEM discounts to customers classified as OEM business partners. The OEM discount pertains to an OEM edition server and specific devices which need to be specified in advance as OEM equipment.
6. Gamanet can provide the customer with marketing support by listing the customer’s name at the product website once the respective contract has been signed.

**Article XI.
Claim**

1. Claims with regard to the quantity and type of supplied product must be made by the customer as soon as the product has been delivered. If the claim has been accepted, Gamanet will replace the missing or incorrect product with the next product delivery, unless the Parties have agreed otherwise.
2. Claims with regard to the functionality of the supplied product shall be submitted by the customer during the warranty period in compliance with the terms of Article XII.
3. Claims with regard to the supplied plugins shall be submitted by the customer during the warranty period in compliance with the terms of Article XIII.
4. Claims with regard to the supplied services shall be submitted by the customer during the warranty period in compliance with the terms of Article XIV.

**Article XII.
Software Product Warranty**

1. The Software product warranty represents an undertaking by Gamanet to provide the customer with support in resolving warranty claims pertaining to the Software product and to ensuring its functionality. The Software product warranty pertains to the functionality of the Software product within the scope specified in the User Guide.
2. A defect covered by the warranty shall be a Software product behaviour that does not match the behaviours described in the User Guide, despite the fact that all procedures therein specified have been followed, or a complete failure of the Software product.
3. The warranty period is 12 (in words: “twelve”) calendar months. The warranty period starts on the date of purchase of the most recent released version of the Software product (date of invoice issue).
4. A new warranty period starts on the date of version upgrade to the most recent released version of the Software product.
5. Expansion of the Software product by additional licences has no impact on the duration of the warranty period.

6. During the warranty period, Gamanet allows the end user to use Software product updates in order to remove any known bugs. The application of an update has no impact on the duration of the warranty period.

Article XIII. Plugin Warranty

1. The plugin warranty represents an undertaking of Gamanet to provide the customer with support in resolving warranty claims pertaining to a plugin. Support is provided in the form of consulting between Gamanet and the external system manufacturer.
2. The warranty only applies to a certified plugin. A certified plugin is a plugin that has undergone the certification procedure during which representatives of Gamanet and the manufacturer of the external system performed all the tests specified in the Integration Manual, entered the results in the Certification Protocol, and signed the Compatibility Certificate. Plugin certification defines the terms under which the testing was performed and describes its results so that it is possible to replicate the process at any time in the future.
3. Gamanet provides warranty for the certified plugin to the customer within the scope of external system configuration and plugin functionality described in the Certification Protocol.
4. A defect covered by warranty shall be a plugin behaviour that does not match the results of tests of individual plugin functionalities described in the Integration Manual.
5. Deployment of an uncertified plugin at the end user is subject to signing of a statement by the end user, where the end user approves the deployment of an uncertified plugin and acknowledges that Gamanet does not cover such uncertified plugin under warranty. Such a statement shall be obtained from the end user by the customer in compliance with Article VI, Clause 4 of these GTC.
6. The terms of Software product warranty specified in Article XII shall apply to the plugin warranty *mutatis mutandis*.

Article XIV. Service Warranty

1. The service warranty represents an undertaking of Gamanet to deliver service of reasonable quality with due professional care using professional and well-trained personnel. The service warranty pertains to the services specified in the attachment to the order and in the delivery note where the customer has to sign their receipt.
2. During the warranty period, the customer is entitled to demand that a service be delivered again, or that any service shortcomings be rectified (hereinafter as “service resupply”) with regard to any service not provided in compliance with Clause 1 of this Article. Service resupply shall take place following a previous written notification of the customer regarding its shortcomings at the cost of Gamanet and at the place and time agreed between the Parties.
3. There shall be a service warranty of 2 (in words: “two”) weeks and the warranty starts on the date of service delivery specified on the delivery note. A new warranty period starts on the date of service resupply.

Article XV. Intellectual Property Rights

1. Gamanet is the exclusive and sole proprietor of all rights and titles, including intellectual property rights, pertaining to or arising out of the development or sale of the Software product. The ownership of the Software product shall pass onto the customer after payment of the full price.
2. Customer has no right to cause any interference to the software product, modify or translate it.

**Article XVI.
Licence**

1. Purchasing a software product does not transfer to the customer as a software product vendor end-user licence rights. The license rights pertaining to the Software product shall be acquired by the end user after it accepts the terms of the Licence Agreement which is part of installation and mandatory activation of the Software product.

**Article XVII.
Confidentiality Obligation**

1. The customer shall maintain confidentiality with regard to any and all information it learns or obtains during contract/agreement negotiations or from any other business communication with Gamanet, as well as with regard to information it learns in connection with the performance of such contracts/agreements or documents leading to their signature, regardless of whether such contracts/agreements have been concluded or not (hereinafter as “Confidential information”).

2. Confidential information shall be all oral or written information provided in electronic, magnetic, digital or other form. The confidentiality obligation shall, in particular, denote the obligation to abstain from any acts which could disclose Confidential information in any way to a third party or cause such information to be used contrary to their originally intended purpose.

3. Should the customer violate the confidentiality obligation, Gamanet may demand that the customer abstains from such acts, or a reasonable monetary satisfaction, damage compensation or hand-over of any unjustified enrichment.

4. In case of a breach of the confidentiality obligation, Gamanet is entitled to claim from the customer a contractual penalty in the amount corresponding to the scope of the breach for each individual breach, and the customer shall be obliged to pay such penalty. Payment of the contractual penalty shall not affect the right of Gamanet for compensation of damages in full, including any lost profit, or the right of Gamanet to terminate the contract with the customer with immediate effect.

5. The customer undertakes to maintain confidentiality perpetually even after the termination of the contracts or agreements concluded with the customer.

**Article XVIII.
Transitional and Final Provisions**

1. All contracts and agreements between Gamanet and the customer shall be made in writing and can only be amended by written amendments approved by both Parties.

2. The legal relationships formed between the Parties shall be governed by the respective provisions of the Commercial Code and the other generally binding legal regulations and the jurisdiction of the Slovak Republic. When determining the rights and obligations of the Parties, commercial practice generally applied in the given industry shall be taken into account. Enforcement of rights shall be governed by business integrity principles.

3. The Parties have agreed that any disputes shall be resolved by mutual agreement. If it is not possible to reach such agreement, the Parties have agreed that the courts of the Slovak Republic shall have the exclusive jurisdiction to rule in such cases. In resolving such cases, the courts of the Slovak Republic proceed in accordance with the Slovak rule of procedure, whereby all parties have an equal position in enforcing their rights.

4. The Parties have agreed that in the case of a dispute, the court in the place of the seller's registered office shall have jurisdiction, if so permitted by the law at the time of submitting the case to the court.

5. These GTC have been made in the Slovak language. In case of any discrepancy between the Slovak wording and any translation of the GTC, the Slovak wording shall take precedence.

6. These GTC represent a unilateral legal act of Gamanet. Gamanet reserves the right to unilaterally change the GTC completely or in part and the customer approves of that. The current wording of the GTC is available at the product website. The customer has been duly notified of the wording of the GTC as documented by the customer's signature on the contract/agreement referring to these GTC.

7. The GTC have been prepared in accordance with the Commercial Code in the wording of later regulations. These GTC become valid and effective on 01.01.2020 and they supersede any previous versions of the GTC.

In Bratislava, dated 20.12.2019

Ing. Marian Gál, Chairman of the Board of Directors