

Terms of license of the company GAMANET A. S.

END-USER LICENSE AGREEMENT (EULA)

These terms of license constitute the *license agreement* made between **GAMANET a. s. company** having its registered office in Bratislava, Zátišie 12, 831 03, Slovakia Identification No.: 35 917 881, registered in the Commercial Register of the City Court Bratislava III, Section Sa, Insert No.: 5585/B, as an subject of having the right to grant the License to use the Software product - the C4 Software, and the *authorized End-user* of the C4 Software in accordance with the applicable Copyright Act of Slovak republic.

The **Software product** - commercially known as “C4 Software”, is being understood a computer program as copyright work, development tools, tangible media, User Manual, licenses, online documentation, electronic documentation, service support, internet - based services, etc., that means a complete software package.

The terms and conditions of the License Agreement or Installing conditions - in electronic format attached to the Software take priority over the terms and conditions of License Agreement or Installing conditions that may be attached to the Software product in writing.

By installing, copying, accepting, and making accessible or otherwise real using of the Software, as the End-user you express the consent of Gamanet a. s. company.

IN CASE YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE SOFTWARE PRODUCT AND YOU SHALL RETURN THE SOFTWARE PRODUCT.

All information related the Software product is available in an electronic format on internet pages www.c4portal.com (product web page).

By using of certain attributes of the software product, **you provide the consent for transmission of certain information from your computer** to get the internet - based services, including of the expression of your consent to comply with these license terms by electronic/mechanical means.

INCLUDED MICROSOFT PROGRAMS.

These license terms apply to all Microsoft programs included with the C4 Software.

In case of necessity to use the programs of Microsoft Corporation company, before installing of C4 Software or during the installation or during the using of C4 Software by using of the programs of Microsoft Corporation you accept their license terms and if not, please do not use any of those programs and please contact Gamanet a. s. company.

THIRD PARTY PROGRAMS.

The software product may contain third party programs. The license terms with those programs apply to your use of them.

SUPPLY OF THE SOFTWARE PRODUCT.

The Software product is supplied in a commercial package or in an electronic format - when the Software product shall be downloaded by the End-user via internet from the product web page.

The Software product is provided solemnly in a machine-readable or object code format.

Along with the Software product, Gamanet a. s. shall supply *Installation Manual, User Manual, Manual of used equipment* or shall make their electronic version available.

LICENSE.

One software product corresponds to one license.

Scope of Use of the Software Product.

The Software product is designated for:

- administration of devices integrated in buildings operation
- monitoring of the status of devices
- personnel management
- administration of persons and their access to particular devices

The Software product and its outputs are not designated mainly for:

- data collection in contradiction to Law on personal data protection
- any data interpretation breaching personal privacy
- monitoring of the movement of persons in buildings contrary to Personal data protection law

The End-user is authorized to use the single Software product as following:

- the End-user is authorized to install the Software product on a hard disc of one central computer system /server/; installation is completed by *mandatory activation* that shall be remote controlled by Gamanet a. s. by an “**activation key**” following the identification of a hardware address of the net card installed on a particular server
- the End-user is authorized to connect a permitted number of operated electronic devices that are a part of connection to one (single) Software product for the purpose of management (controlling and administrating) of these devices at the server
- one single Software product may be used at any number of computers connected to the server for the purpose of data storing and processing at the server
- the End-user is authorized to remove the Software product from the server on which it was originally installed and transfer it to other computer system /other server/ while the terms and conditions of the License Agreement must be fulfilled
- the End-user may request Gamanet a. s. to grant the License for more operated electronic devices
- the End-user may request Gamanet a. s. to allow the change of a hardware address (the Software product transfer to other computer system).

Conditions of installation.

The End-user is familiar with the fact that the Software product may be installed under the following conditions:

- the End-user is responsible for installation of the Software product himself/herself; only a **certificated person** is authorized to implement the Software product; the *list of certificated persons* is located at the product web page
- computer systems and software of computer systems on which the Software product shall be installed must be in conformity with **technical specification of the Software product installation conditions** /in a printed or electronic format/; the programs or devices that may have a negative impact on functioning and stability of the Software product may not be installed
- computer systems and their software, the Software product included, must be *installed, administrated, operated and used by particularly educated and skilled staff*
- upon the Software product installation, programs or devices that may have a negative impact on functioning and stability of the Software product may not be installed on computer systems.

Scope of the License.

THE C4 SOFTWARE AND ALL RELATED MATERIALS ARE COPYRIGHTED WORKS AND PROTECTED UNDER APPLICABLE INTELLECTUAL PROPERTY LAWS.

The End-user agrees that no right in any trademark, logos, trade name of Gamanet a. s. is granted under this License.

Company Gamanet a. s. hereby grants to the End-user a **non-exclusive License to a limited extent**, as it is set in *Scope of use of the Software product in the correspondent version of the software product*.

The End-user *is not permitted* in no case to make a copy of the Software product or modify or conversion the Software product with the exception of one Backup copy; provided that the backup copy must include all copyright or other proprietary notices contained on the original. In case of necessity, the End-user is authorized to substitute by this legal Backup copy the original Software product.

The treatment with the License.

The End-user may not have right to grant a right for any use of the Software product, nor has the right to delegate the License to the third party unless acquires the prior written consent of Gamanet a. s.

The time for which the license is granted.

The License shall take validity and effectiveness by the *Software product installation* within which the End-user explicitly and irrevocably affirms the terms and conditions of this License Agreement; this consent shall be send in an electronic format to Gamanet a. s. within the frame of mandatory activation.

The End-user as an acquirer of the License is authorized to use the Software product's either:

- in the original version, without limitation
- or in the upgraded version (hereinafter also as “**upgrade¹**”), if the End-user pays a subscription for new versions of the Software product “, t.m. “**subscription**”
- or in the updated version, if the End-user purchases and installs a new version - “**upgrade**”.

The Software product „upgrade”

- company Gamanet a. s. may provide the additional functionality for the software product; other license terms may apply in that case
- upgrade includes each Software product upgrade or modification, eventually modification of its component parts
- the original software package includes the End-user's right for obtaining the upgrade of the Software package for 3-months period from the date the License takes effect
- Gamanet a. s. shall send a notification to the End-user within appropriate time period to inform the End-user that his or her right for upgrade is about to expire /an appropriate notification will appear/
- after the Software product upgrade agreement through in form of an annual subscription for upgrade of the Software product is contracted, Gamanet a. s. shall send the Software product upgrade to the End-user at least once per annum in an electronic format through internet or in a commercial package
- if Gamanet a. s. disclose the **innovated Software product (hereinafter as “ new version”)**, the End-user must own a proper license to use the innovated Software product.

The terms and conditions set in this License apply also to upgrades, accessories, additional parts and the Software products services parts, if it is not otherwise stated on upgrades, accessories, additional parts and the Software products services parts.

¹ *If C4 Software upgrade completely replaces (full install) a previously licensed version of the C4 Software, you may not use both versions of the C4 Software at the same time nor may you transfer them separately.*

Termination of the License.

The License terminates when:

- the Software product is destroyed
- the End-user fail to comply with any terms of this License

In case of termination of the License, the End-user must destroy all the copies of the Software product along with its component parts.

PAYMENT.

- price of the Software product is determined according to the valid **price list** of Gamanet a. s. depending on - *version of a product*, - *edition of the product* (t.m. functionalities), - the *number of connected devices* and eventually *the number of administered persons*
- payment for original product License shall create a part of the Software product price
- payment for Licence of the Software product upgrades shall create a part of a subscription for new versions of the Software product
- in case the End-user applies for an approval for **treatment with the License**, payment shall be made separately, according to the actual price list of Gamanet a. s.
- likewise, the **supply of an activation** key in case of transfer of the Software product to other computer system, such consent shall also be charged, according to the valid price list of Gamanet a. s.
- in case the End-user applies for an **approval to extent the License for more electronic devices**, such approval shall be charged according to the valid price list of Gamanet a. s.
- in case the End-user applies for **maintenance and support**, such service shall be charged according to the valid price list of Gamanet a. s.
- payment for **trainings** /which Gamanet a. s. is not obliged to provide/ shall be charged according to the valid price list of Gamanet a. s.
- **other services and product prices** are set by the valid price list of Gamanet a. s.

THE SOFTWARE PRODUCT SUPPORT.

Gamanet a. s. company is not a direct subject of relation arising from the Software product purchase; it is always a particular retailer selling the Software product to the End-user.

Gamanet a. s. company provides assistance in course of problems solving and bugs eliminating occurring when the most recent (latest) Software product update is in use exclusively through a retailer who has sold the Software product to the End-user, during the working days from 9 a.m. to 4 p.m. CET (no during the holidays). The End-user is not entitled to be provided the support by Gamanet a. s. directly. By using the Software product it is possible to use also links of locations of other subjects that deal with the Software product support. Gamanet a. s. is not liable for any other subject's location.

Any communication must be realized in writing.

The request for maintenance and support may be realized in the **Software product service centres**, as they are *listed* at the product web portal.

The request for maintenance and support must be clearly defined and it must contain all data enabling to replicate the reported problem; in case it is necessary, the End-user must provide interactivity to the extent required to solve the problem.

Gamanet a. s. company is not obliged to provide maintenance and support if:

- there has been an unauthorized interference into the Software product, or its source code, or as a consequence of using of incorrect parameters or the Software product settings
- there has been an operation error or if the Software product has not been used according to User Manual
- the bug was eliminated by the Software product upgraded version that has not been installed by the End-user

DATA STORAGE AND TRANSFER CONSENT.

The End-user grants to company Gamanet a. s. competency, under which Gamanet a. s. may transfer, handle and store data related to identifying the End-user.

The End-user agrees that Gamanet a. s. may not during the said process gain any personal data of End-user.

The End-user agrees that Gamanet a. s. may during the said process control by its own means whether the Software product is used according to the provisions set in this License.

The End-user also agrees that during communication between the Software product and computer systems of Gamanet a. s. or of retailers who sell the Software product to the End-users, the data designated to provide functionality and justifiability of using of the Software product, may be transferred.

The End-user agrees that Gamanet a. s. and also the retailers may collect and use technical information gained howsoever as a part of potential provided Software product support services, related to the Software product.

WARRANTIES.

Gamanet a. s. provide the ***guarantee for the efficiency*** of the supplied software product ***at the objective (functions) and parameters specified in technical documentation*** upon the date the License takes validity and effectiveness.

Gamanet a. s. provides a guarantee on tangible medium of the Software product data /CD-ROM, DVD - ROM and so on/ which proves no errors in material design.

Gamanet a. s. warrants **functionality of the Software product** according to ***User Manual*** for 12- months time period. If the upgraded Software product is purchased, new guarantee period begins for 12-months time period - until the next upgrade. The guarantee period begins upon the date the Software product is installed (see Installation Manual).

Gamanet a. s. by proxy of a retailer, who sold the Software product to the End-user, shall after careful consideration substitute a defective tangible medium of the Software product or shall pay back the price of the Software product to the End-user within 60-days time period from the date of the Software product purchase and payment.

Under no circumstances shall Gamanet a. s. be liable for any damages caused by combination of computer infiltrations impacts, or other technical or program equipment.

Under no circumstances shall Gamanet a. s. be liable for any consequential damage whatsoever related to use, non-use or impossibility to use the Software product.

Under no circumstances shall Gamanet a. s. be liable for any damages /direct or consequential/, whatsoever related to use of the Software product and which exceed the price which was paid by the End-user /maximum estimated extent of damage at the time of this License Agreement conclusion/.

In case the End-user lays claim for any indemnities, he or she is not rightful to transfer any of potential claims arising from this License Agreement against Gamanet a. s. to the third party without the prior written consent of Gamanet a. s., under the sanction of invalidity of such act. Claims against Gamanet a. s. may not become howsoever a security tool of the End-user against the third parties.

RESOLUTION OF DISPUTES, APPLICABLE LAW.

This License will be governed and construed in accordance with the laws of the Slovak Republic and is concluded according to Article 262 and 269(2) of Commercial Code, Copyright law and other related regulations.

The respective Slovak courts shall have exclusive jurisdiction over all disputes relating to this Agreement according to Slovak law.

In Bratislava, dated January, 04, 2013

Gamanet a. s.