GENERAL BUSINESS CONDITONS OF SOFTIP, a. s.

1. DEFINITION OF USED TERMS

1.1. **The acceptation procedure** – it is the procedure by which it comes to acceptance of fulfilment of the contract when the contract specifies it; its purpose is to check the functionality of delivered fulfilment towards agreed properties upon acceptance criteria through acceptance tests.

1.2. **The application software** (in the next text ASW) **– is the computer programme** (the programme code including the programme documentation, in the next text Software) in the form of particular module (one subsystem, or user´s programme) or complete programme complex of modules, which is included into company's distribution under its trade name. ASW contains also the data base which includes the database structure and the data model, used by the ASW modules. The ASW may be further specified by the contract. The ASW is provided in the machine text if it is not explicitly specified in other way and it does not include the base materials to ASW preparation.

1.3. **The centre of customer´s support** (in the next text **the CCS**) – the Internet application with the Web interface which enables electronic communication of the SOFTIP company with Customers, collection and evaluation of primary records.

1.4. **The man-day (the MD)** – is the time unit specified in the contract for the purpose of quantification of the scope of services and other outputs of the SOFTIP company or the customer upon the contract. One man-day corresponds to 8 hours of work of one worker. The price for services or other performances quantified in the MDs is paid in amount of one half of the unit price for each even started half of the MD if it is not specified in contract in other way.

1.5. **Confidential information** – are all information provided knowingly either unknowingly in oral or in writing forms by the one of contracting party to other including information which they learned in connection with the contract as well as the know-how under which are understood all knowledge of business, manufacturing, technical, or economy character having relation to activities of contracting party which have real or at least potential value and which are not commonly to disposal in corresponding business circles and should be kept secret. As confidential information are further considered computer programmes, diagnostics, documentations and any other information which are marked as confidential information.

1.6. **The stage** – is the part of Work or Project finished by acceptance of the output of the stage.

1.7. **The Implementation** – is process during which information system based upon the ASW installation and configurations created.

1.8. **The Implementation Project** – is document elaborated by the SOFTIP company, which specifies the way of making the information system including its scope so it would be possible to start implementation and its agreed stages upon its basis. The Implementation Project becomes binding for both of contracting parties by its acceptation. The Implementation Project is specification of contractual terms and conditions while for purposes of contractual specification of work (the scope, terms of fulfilment, price, etc.) will be used a specification concluded in accepted implementation Project.

1.9. **The Information System** – is the ASW (or the group of ASW), which is usually modified into united system based upon the contract with costumer.

1.10. **The End User** – is Customer´s worker who uses services of Information System within its working obligations towards to Customer.

1.11. **Data Conversion** – is process of transferring of Customer´s data from actual format into format for purposes to process such data in ASW. The Data Migration is equivalent term.

1.12. **The Licence** – the approval of the SOFTIP company in writing in the form of the licence agreement or licence arrangement in another contract in accordance with the Act No.185/2015 Coll. as subsequently amended (Copyright Act) on using the ASW by Customer (possibly also by other persons). The contract or licence agreement specifies licence terms and conditions. If such arrangement or its part is missing, the licence is provided by the signature of acceptance protocol like non-exclusive, not transferable, timely limited to the period of lasting of property copyrights, but at the longest to the period of lasting the contract through which it is provided an to purposes specified
in the contract. Provisions of the General Business Conditions (GBC) modifying licences will be appropriately used also to sub-licences provided upon the contract.

1.13. **The Media** – is physical bearer of data and information (CD ROM, tape, etc.), on which the ASW is recorded – the subject of user´s right based upon the licence.

1.14. **The Methodology Consultancy to ASW** – is paid service through which has the Customer right to:

1.14.1. consult on methodology of using the ASW

1.14.2. consult on the ASW system problems in case when the ASW is used in other way how it was recommended in the ASW documentation.

1.15. **Unauthorised using of ASW** – using of ASW is in contrary to

licence especially when it is left to using to the third person eventually used in benefit to the third person without the approval of the SOFTIP company in writing or when it is used by Customer after expiration or without the licence agreement or other contract. Unauthorized using of ASW means also any intervention into ASW beyond the interventions permitted by the mandatory provisions of the valid and applicable legal regulations of the Slovak Republic, including those whose objective or consequence is obtaining the description of the data model/or description of the structure of data, supplied as a part of ASW, as well as any use of a data model, database structures or algorithms contained in ASW in any way, other than within the authorized use of the ASW modules, unless they are normally known in professional circles.

1.16. **Support to ASW** – is paid service the scope of which may be further specified by the contract on providing support at following levels:

1.16.1. Hot-line

- providing the answer through the Call Centre to questions having relation to problematic situations created during using of ASW, it means to the ASW operation, to behaviour of ASW, to behaviour of ASW, contrary to description in Programme Documentation within the time period of maximum 15 minutes,
- receiving of announced problems and complaints.

1.16.2. The maintenance of ASW

- providing of up-to date ASW versions with legislative changes having relation to the ASW incorporated into the ASW ("legislative changes"),
- providing of ASW versions with its optimised functions, when such an optimisation happens during providing the support to the ASW,
- providing of ASW versions with extended functionality of general character, when such an extension happens during providing the support to ASW,
- providing of updated ASW versions due to continuous development of the used technology platform, when such updating happens during providing the support to ASW based on the decision of SOFTIP company.

1.16.3. distribution of modified ASW versions (except of ASW MONACO) within the sense of above point Distribution of modified ASW versions is performed by publishing in CPZ in accordance with clauses 1.16.4 and 2.5 GBC, and the Customer will be allowed to load the modified ASW version to his own medium and to install it. Distribution of modified versions of ASW MONACO is realized for each customer individually (customer version of ASW MONACO) based on the delivery order of modified versions of ASW MONACO sent by customer.

1.16.4. CCS services, i.e. the access to CCS with enabling its using to Customers.

1.17. **Supported platform** – is the third party software (local, or network operation system, database server, terminal server, etc.) of particular version from particular producer within which delivered ASW works correctly..

1.18. **Using the ASW** – the ASW is considered to used when it is installed into permanent memory (typically on the hard disc, but also on CD-ROM, possibly to other memory medium), or it is recorded into temporary memory, e.g. to RAM of computing system of computer, or into other similar device.

1.19. **Direct supplier** – is the third party (usually producer or supplier) of technical or system equipment, which provided fulfilment based upon separate contract with the SOFTIP company (technical equipment, or third parties software), which is provided to customer based upon the contract.

1.20. **The (Programme) Documentation –** – it is electronic or printed documentation to work or to its parts and / or to ASW describing its functionality, the way of its using and conditions for correct (proper) operation.

1.21. **The Project** – is set of activities agreed between the Customer and the SOFTIP company based upon the contract output of which is information system, the ASW implementation or other result agreed by the contract.

1.22. **Reaction Time** – the time period since the moment when the Call Centre worker confirms to the Customer receiving of reported primary record since till the beginning of its solution. The SOFTIP company reserves the right to stop solution of reported primary record during the time-off and holiday..

1.23. **The SOFTIP company** – is the joint-stock company SOFTIP, a.s., with its headquarter in Bratislava, at Krasovského 14, ZIP 851 01, Slovak Republic, the IČO 36 785 512 (Company's Identification Number), the IČ (Identification number) for the VAT (Value Added Tax) SK 2022390942, recorded in the Companies Register kept by the County Court in the city of Bratislava I, the Section Sa, Insertion 4151/B.

1.24. **The Software** – the software of computer (or also other electronic or digital device) or computer programme together with corresponding programme documentation. Source texts or documents needed to preparation of ASW are part of software only if it is explicitly specified in the contract that they are part of fulfilment and if conditions under which the Customer is entitled to use them are explicitly specified in the contract.

1.25. **The third party software (System equipment)** – software for creating, keeping and processing databases and other software needed to using the ASW (especially operation

system, etc.), but not included into the ASW. The way of using the third party software is modified in documentation to such software, content of which has priority over the contract.

1.26. **Technical equipment** – is the third parties hardware of particular version from particular manufacturer or supplier within which delivered ASW works correctly. If technical equipment is not delivered by the SOFTIP company based upon the contract on implementation the ASW, the Customer, within his cooperation, is obliged to ensure his own technical equipment for purposes to implement the ASW.

1.27. **The ASW defect** – is deviation from the ASW specification defined by description of functions in existing Programme Documentation. The defect exists when the software or information system does not meet functions specified in documentation and it delivers wrong results due to it, it interrupts its operation outside the control or it is not possible to use it in the way agreed in the contract and if such defect is replicable, i.e. when it was not caused accidentally. The equivalent of the term is also "Error".

1.28. **The Virus** – the computer programme or the third party code which causes unwilling change of ASW, change in data, or in content of computer's memory, change on the disc or in other computer's memory media, while this change or other effect of virus may destroy, damage or cause destruction, damage of reliability or change accessibility to any software and to data or damage in other way the virus addressee.

1.29. **GBC** – General Business Conditions of the SOFTIP company

1.30. **The Customer** – is the person with which the SOFTIP company concluded contract; such person is usually named as Customer or Client . When the Contract is concluded in benefit to the third party, the Customer is this party.

1.31. **The Contract** – is contract concluded between the SOFTIP company and Customer upon which the SOFTIP company delivers the ASW or Services relating to it and Customer pays agreed price. The part of the contract may be also licence agreement or licence arrangement to provided ASW. When the GBC is the Appendix to the contract, the whole contract is determined with the term contract except the GBC.

2. CUSTOMER´S RIGHTS AND OBLIGATIONS

2.1. The Customer has a right to use delivered ASW within the scope agreed in contract in conformance with the GBC, with the contract, with instructions of SOFTIP workers and according to conditions specified in the Programme Documentation.

2.2. The Customer pledges to update parameters of his technical equipment and used software platforms due to development of programme means so they suit to required technical parameters and supported platforms defined in

the Programme Documentation of particular ASW, or which are recommended by the SOFTIP company to proper ASW functionality. Increasing requirements to technical equipment during using the ASW is not defect.

2.3. The Customer pledges to pay properly and on time for provided fulfilment. The duty to pay is fulfilled on the day when transferred sum is credited to the bank account of the SOFTIP company.

2.4. The Customer shall provide cooperation needed to proper fulfilment obligations of the SOFTIP company during fulfilment of the contract from the side of SOFTIP company. The absence or lack of Customer's cooperation excludes arising the responsibility of the SOFTIP company for delay and for arisen damages. The Customer pledges to announce in writing to the SOFTIP company possible changes of data on its person and on workers needed for proper fulfilment of the subject of the Contract, without any senseless delay.

2.5. If it is agreed in the contract that Customer shall gain the access to the CCS based upon it, the Customer pledges to register himself at the CCS at the Internet Web address http://cpz.softip.sk, http://cpznew.softip.sk possibly he will enable to make registration on his computer means to the SOFTIP company workers without any senseless delay since concluding of corresponding contract. With regard to fact that the SOFTIP company provides the support to ASW as well as removes small defects also through new ASW versions or computer programmes created for such purposes (patche) also by accessing them through the CCS, it pledges to check regularly (at least once a month) the CCS content and to install to CCS or send to Customer by accompanying letter or through e-mail a programme for updating or correction the ASW in conformance with instruction of the SOFTIP company, if such programme is available.

2.6. For the purpose of providing services or diagnostics of errors from remote working place the Customer shall enable to workers of the SOFTIP company remote access into his system.

2.6.1. The Customer shall provide, to the SOFTIP company technical means for direct remote access into his system, in case of necessity.

2.6.2. The Customer bears costs, including his communication costs related to the remote access.

2.6.3. Activities performed through the remote access may be electronically recorded and archived during 3 months.

3. RIGHTS AND OBLIGATIONS OF THE SOFTIP COMPANY

3.1. The SOFTIP company shall deliver to Customer functional ASW for operation on technical equipment and on supported platforms specified in Programme Documentation to ASW. The SOFTIP company pledges to

update the ASW according to legislative changes within the scope of impact of such changes to business processes processed by algorithms used in the ASW within the term necessary to process data in conformance with updated regulations. Updating based upon legislative changes does not include updating in case of crucial changes in legislative like currency reforms and other similar crucial changes performing (or performance) of which may be special subject of contract between the SOFTIP company and Customer. The SOFTIP company shall deliver description of changes together with updated ASW.

3.2. Delivery of ASW (except of ASW MONACO), as well as its updated versions shall be performed by handing over the ASW (or its updated versions) to Customer on the media or by publishing on CCS. The delivery is considered to performed also in the case when Customer refuse without authorization to take over the delivery, on the day when the SOFTIP company announce him, that the delivery is available and how the Customer may take over it. The delivery may be performed also by making the ASW available (or its updated versions) through the remote access at the moment when the SOFTIP company announce to the Customer the way by which it is possible to download remotely the ASW (or its updated version). Delivery of ASW MONACO as well as their updated versions will be realize by installing the version of ASW MONACO on HW facility based on agreement with customer.

3.3. The SOFTIP company reserves the right to finish the support of ASW functionality on such platforms which their manufacturers stopped to support them.

3.4. The SOFTIP company may carry out changes in the ASW increasing possibilities of its utilisation and he may, in the same time, make changes in programme due to development of programme means, operating systems and technical devices.

3.5. The SOFTIP company shall remove the ASW errors in conformance with warranty conditions.

3.6. The SOFTIP company may withdrawal from the contract also within the scope of the licence authorisation in case the Customer would not pay the price for providing the licence in agreed term after signing a contract or licence agreement. Withdrawal from a contract stops to exist the Customer´s right to use the ASW.

3.7. The SOFTIP company has a right to stop providing support to ASW until fulfilment of contractually agreed payment terms without considering it like breach contract provisions from the side of the SOFTIP company in case that Customer does not fulfil contractually agreed payment terms for providing support of ASW. ASW versions installed at the Customer within the framework of providing support to ASW would not be operative, in case of stopping providing the support to ASW; it is not possible to consider it like the ASW error.

3.8. After the complying with the payment terms the SOFTIP company renews the provision of support to the Customer as of the day of the payment of invoice. The SOFTIP company issues and sends the invoice for the support to the Customer after the renewal, and this for the period from the day of invoicing suspension till the last day of the invoicing deadline that falls on the renewal day. If a new version was distributed in a period from the suspension of distribution to its renewal, SOFTIP company will make the new version accessible on CCS. For correct functioning of the new versions it is necessary get the new license files uploaded to installed applications, which SOFTIP company will send to the Customer by mail. The license files are uploaded by the Customer prior to installation of the new versions. If no new version is distributed from the period of suspension of distribution up to its renewal, all subsequent versions will be accessible to the Customer by SOFTIP company on CCS.

3.9. The SOFTIP company may assert his right to perform inspection in Customer's premises as well as to perform inspection of Customer´s hardware aimed to keeping the conditions of provided licence. The Customer pledges to enable such inspection in such a case. The SOFTIP company is entitled to perform such inspection at least once during the period of six (6) months during Customer's working hours in such a way which would not inappropriately disturb his working activities. The Customer ether the SOFTIP company has no right to payment of expenditures which would arise them in relation to inspection.

3.10. The SOFTIP company warrants that in time of delivery the ASW has functional as well as technical properties described in the Programme Documentation to ASW.

3.11. ASW versions are checked to absence of viruses by latest products of ASW Kaspersky Anti-Virus, ESET ENDPOINT ANTIVIRUS, Microsoft Security Essentials. Upgrade, or update of antivirus programmes, or update of databases of viruses' samples is performed always on the day of ASW delivery. The SOFTIP company guarantees an antivirus purity of that ASW which is distributed on compact medium and in such a degree which is provided by used antivirus programmes. In spite of fact that the SOFTIP company makes the ASW accessible at the CCS after the antivirus check, the transfer of ASW to Customer is influenced by existing technology of electronic mail and Internet network and that is reason why the SOFTIP company can not guarantee the antivirus purity of the ASW in such degree like on compact medium. Using of the ASW gained through the CCS is upon the responsibility of Customer.

3.12. The Customer grants under the agreement to the SOFTIP company an express consent that the SOFTIP company may use the information about the Customer in the extent of: business name, registered office, logo or any other identification of the Customer (also in the event it has a character of the trade mark and/or copyright), general information on the Customer´s business orientation, general information on the Project and technical solution of the SOFTIP company, and the general value of the Project („information about the Customer"), for the purposes of public and medial communication of the SOFTIP company,

preparation of references about the Project, publishing the information about the Customer on the web page of SOFTIP company or in any other way, using the information about the Customer in the SOFTIP company´s annual reports, in presentations, and in the offers for other partners, and in any other similar way. In using the information about the Customer, the SOFTIP company agrees to proceed in a way that will avoid violation of the Customer´s rights. Use of any information about the Customer beyond the scope of this clause 3.12., unless agreed otherwise, shall require a prior consent of the Customer.

4. THE PRICE

4.1. Prices are specified in Euros (EUR) or in the foreign currency.

4.2. When the subject of contract is providing services, the price does not include accommodation and travelling costs of workers of the SOFTIP company which Customer spends according to really spent costs and upon current price list of the SOFTIP company, which the SOFTIP company provides him upon request without any useless delay.

5. RESPONSILBILITY FOR DAMAGES

5.1. The Customer and the SOFTIP company bear the responsibility for damage caused by them with the framework of valid and effective legal regulations.

5.2. The Customer and the SOFTIP are obliged to develop maximum effort in preceding damages and to minimising arisen damages. It includes especially the duty to make back up copies of own data before handing over them to other party and perform other tasks directing to minimising the danger of arising damages or their scope with corresponding professional care.

5.3. Any of the parties is not responsible for damage which arisen due to objectively incorrect or otherwise faulty device which was provided by other party. Any of the parties is not in delay with fulfilment of its obligations, if such a delay is due to delay of other party with fulfilment its contractual obligations or due to circumstances excluding responsibility (within the sense of provisions § 374 of Commercial Code).

5.4. It is paid like really arisen damage. Any of the parties is not responsible for any direct or indirect damages caused on data or due to their loss or damage.

5.5. The SOFTIP company shall divest of responsibility for damage within such a scope in within which it was caused by own performance of damaged party (e.g. processing of faulty data, continuing in work in apparent ASW defects, ...), or by the third party.

5.6. The Customer bears exclusive responsibility for creating, using and operation data in information system if they are not the subject of fulfilment of the SOFTIP company by explicit agreement (e.g. in case of some form of outsourcing). The Customer is further obliged to perform

safety backups in conformance with common rules for handling the data in information systems. The SOFTIP company does not bear the responsibility for the loss or damage of data or data structures of Customer neither in the case, when such damage happened during using the ASW delivered by the SOFTIP company which is under the guarantee.

5.7. The SOFTIP company is not responsible for damages which arose to Customer within the period since the date when changes of legislative regulations came into effect till the period of installation or updating the ASW from the side of Computer, when the SOFTIP company does not bear the responsibility for direct putting into operation of such update at the side of Customer. The SOFTIP company is not responsible for damages which arise to Customer due to his breaching the contract ol legislative regulations.

5.8. When the damage arises to the Customer due to putting the rights for intellectual property of the ASW or its part into effect by the third party, the SOFTIP company pledges to compensate such a damage only if:

5.8.1. The Customer announced applying such a claim to the SOFTIP company without any delay,

5.8.2. The Customer did not performed legal steps against to such third party without prior agreement of the SOFTIP company,

5.8.3. The Customer did not performed legal steps against to such third party which is possible to interpret like recognition of the claim of such third party, also partly.

5.8.4. The Customer provided to the SOFTIP cooperation needed for resolving such a claim of the third party.

6. GUARANTEE

6.1. The SOFTIP company guarantee that the ASW is without legal defects, which could obstruct to using the ASW according to contract or licence agreement, i.e. that it does not breach either damage rights of third parties in any way

6.2. The SOFTIP company pledges to remove such a defect without any useless delay by one of following way (according to his possibilities):

6.2.1. The SOFTIP company shall replace the ASW or its part which has the legal defect by the ASW or its part which dos not have such defect,

6.2.2. The SOFTIP company shall remove the legal defect by agreement with the third party which is touched by the legal defect,

6.2.3. The SOFTIP company shall compensate the damage to Customer which arose due to legal defect in conformance with 5 the GBC.

6.3. The Customer pledges not to use the ASW during lasting of the legal defect in such a way which could breach rights of third parties.

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6.4. The SOFTIP company guarantee that the ASW functionality corresponds to its description in the programme documentation, i.e. that the ASW is without defects.

6.5. The Guarantee agreed in the contract [or the guarantee period in the length of twenty-four (24) months starts to flow on the first day after the date of taking over the ASW or its part.

6.6. The Guarantee period agreed for the ASW versions to which users´ rights were gained within the framework of providing the support starts to flow on the day of providing the version. But the guarantee for their functionality is provided no more than two latest released ASW versions. The SOFTIP company is responsible for the ASW functionality in the current state.

6.7. The guarantee ceases to exist if:

6.7.1. the guarantee period elapses.

6.7.2. The Customer does not perform the maintenance of ASW by determined procedure, he does not use properly all parts of fulfilments delivered by the SOFTIP company including additional, corrective, or similar parties,

6.7.3. the intervention into the ASW happens in contradiction with the contract, with the GBC or instructions provided in the form of documentation or training (hereinafter referred to as the „unauthorized intervention into ASW"); unauthorized intervention into ASW means also any modification or any other intervention into the ASW data base (including but not limited into the data model or the structure of data) which has or may have the consequence of occurrence of any defect of ASW or any damage caused by ASW.

6.8. The SOFTIP company does not bear responsibility and does not provide guarantee for defects arisen due to reasons not at his side.

6.9. Guarantee according to the GBC is not provided to technical equipment either to third parties software. Guarantee conditions for technical equipment and third parties software specified in documentation to them will be used if such a documentation is provided based upon the contract and if it includes guarantee of their direct supplier. The customer may apply his rights from guarantee to technical equipment and third parties software toward the SOFTIP company or towards direct supplier if it is not specified in the contract otherwise.

7. RECLAMATION PROCEEDINGS

7.1. The subject of reclamation proceedings is exclusive resolving of ASW defects within the framework of provided guarantee.

7.2. Classification of errors of ASW under the mark of the SOFTIP company:

7.2.1. **Critical error** – critical error is an error having such an influence, that substantial parts of the ASW functionality are unserviceable for ensuring activities resulting from legal standards at the Customer's and the Customer is not able to continue working by alternative way with the help of ASW.

7.2.2. **Main error** – main error is error having such influence to way of using the ASW described in the programme documentation which does not enable its described using without using other technology and methodology procedures.

7.2.3. **Unessential error (not substantial)** – unessential error is error which does not influence way of using the ASW described in the programme documentation from the viewpoint of continuous operation and reliability.

7.3. Reclamation will be applied by the Customer in writing and properly registered at the CCS, or it will be applied by the written notice. If the Customer does not have arranged access to the CCS based upon the contract with the SOFTIP company he will claim the error by announcement in writing.

7.4. The acceptance of reclamation will be confirmed to the sender by the back e-mail, or by the written notice.

7.5. The SOFTIP company shall start activities to removing of claimed error within 24 hours (reaction time) since confirmation of reclamation according to the point 7.4. The SOFTIP company pledges to resolve the reclamation as follows:

7.5.1. The critical error at latest within 2 working days since elapse of reaction time,

7.5.2. The main error within 15 working days since elapse of reaction time,

7.5.3. The unessential error up to the next planned ASW version.

7.6. Publishing of repaired version at the CCS is considered to removal of error if the Customer has access to the CCS based upon the contract at the moment of announcement of such publishing to Customer. Reclassification of error in the form of partial removal of error to less serious error according to mentioned classification is also considered to removal of error, while the total time to its removal has not to exceed terms mentioned in the point 7.5 for the category in which is the error classified after its reclassification.

7.7. When the SOFTIP company removes the error claimed by the Customer within the framework of guarantee and when it comes out after that, that guarantee does not relate to such an error, the Customer pledges to pay to the SOFTIP company the price for such a removal according to the current price list of the SOFTIP company, which the SOFTIP company shall provide to him upon request without any useless delay.

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8. PROTECTION OF INFORMATION

8.1. Both of parties pledge to protect confidential information of other party. They pledge especially not to use in their own benefit either in benefit of the third person confidential information, neither to make access to confidential information of the third person which they gained from other party in fulfilment of the contract available, if it is not stipulated in other way. It is not breaching of obligation to protect information of the other party while confidential information were made available to employees, bodies or to its members and contractors of the SOFTIP company dealing on fulfilment according to contract under the same conditions like stipulated to contracting parties but within the scope necessary to proper fulfilment of the contract. It is not breaching of obligation to protect information of the other party making available information to the third parties performing services of legal, accounting, tax or similar audit for the party who makes access to information available, while such persons are obliged to keep the confidentiality.

8.2. The obligation to protect information of the other party does not relate to cases when

8.2.1. the party proves that such an information is publicly accessible without the possibility that such accessibility was caused by itself and without the possibility that accessibility happens due breaching legal regulations.

8.2.2. the party proves that it had such an information available before the date of making the access to information available by the other party, that it did not gained it in contradiction with the law and that it would not breach its contractual either legal obligations by using such an information;

8.2.3. the party gets the approval in writing from the party who makes the access available to make access to the information available, also additionally; or

8.2.4. when making the access to information available is required by the law or obligatory decision of authorised state body.

8.3. Both of parties pledge to protect confidential information which were provided them by the other party or they gained them in other way in relation to fulfilment the contract at least in the same scope and in minimum by same means by which they protect their own business secret or other confidential information, they especially pledge to keep it secrecy and make all contractual and technical measures preventing their abusing or revelation which it is possible rightfully to ask for from them.

8.4. After ending or cancelling of any licence (authorisation to use author´s work) provided upon the base of the contract, the Customer shall destroy or return back to the SOFTIP company without any useless delay all originals and copies of authors´ works and documentation to which the licence was cancelled or ended and all confidential information

having relation to them in possession of Customer including confidential information incorporated into other author´s work and he shall confirm this fact to the SOFTIP company in writing. The SOFTIP company shall return back to the Customer or destroy Customer´s confidential information which he does not need for purposes of fulfilment the contract, under Customer´s application in writing.

8.5. Parties pledge to instruct their employees, statutory bodies and their members, contractors and other persons to which the confidential information were made access available to on the obligation to protect the information.

8.6. In a case if the Customer provides SOFTIP company as the controller with its personal data, prior to the conclusion of the Contract or during its fulfillment (if the Customer is a natural person) or personal data of another natural person (of a person authorized to act or to exercise specific rights under the Contract in the name and on behalf of the Customer), hereinafter referred to as the "**data subject**", SOFTIP company will process the personal data of the data subject for the purposes of fulfilling the Contract or, upon request of the Customer, in order to take measures prior to the conclusion of the Contract, and this on the legal basis of art. 6 par. 1 letter b) of the Regulation (EU) 2016/679 of the European Parliament and of the Council, as of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "**EU Regulation**"). The Customer provides SOFTIP company with the personal data of the data subject to the extent necessary for the conclusion and fulfillment of the Contract. SOFTIP company will process the personal data of the data subject during the period of the Contract´s duration; after the termination of the Contract, SOFTIP company will process the personal data of the data subject only if it is necessary to achieve the specific purpose of the processing, in particular for the purposes of invoicing, receipt and records of payments, handling of complaints and exercise of rights and fulfillment of duties under EU Regulation and specific legislation. SOFTIP company is further authorized to process the personal data of the data subject for the purposes of proper fulfillment of the legal duties by SOFTIP company, under the EU Regulation and special regulations, and this on a legal basis according to the article 6 par. 1 letter c) of EU Regulation and for the purposes of the legitimate interests of SOFTIP company, which are, in particular, exercising or defending of the rights and legal claims of SOFTIP company against the data subject under the Contract or in connection with it, or informing of the customers of new versions and their updates, technical breaks, system maintenance and news in the SOFTIP company product portfolio through newsletters under the art. 6 par. 1 letter f) of EU Regulation, but always only to the extent necessary and in accordance with the EU Regulation. The Contract may include further purposes of data subject´s personal data processing and regulation of

related rights and duties. The Customer acknowledges that the part of the Contract is formed by the Information on personal data processing, destined to the data subjects, published on www.softip.sk in the section of Personal data protection, by provision of which SOFTIP company has fulfilled its information duty of the controller when obtaining the personal data of the data subject, in accordance with the art. 13 and 14 of the EU Regulation.

8.7. In the case if the Customer will, during using of the cloud or other services or during the fulfilments provided to the Customer by SOFTIP company on the basis of the Contract, enter or provide or make accessible in another form directly or indirectly the personal data of third natural persons (the data subjects) to SOFTIP company, the Customer will act in such a legal relationship in the capacity of the controller and SOFTIP company in the legal capacity of the processor. Detailed specification of the relations of the Customer as the controller, who authorizes SOFTIP company, as the processor, to the processing of personal data within the meaning of the art. 28 par. 3 of the EU Regulation, is forming the content of the authorization on personal data processing referred to in chapter 11 of these GBCs (hereinafter also referred to as the "Authorization"). The Authorization to the personal data processing in the chapter 11 of these GBCs may also be replaced by a separate contract on authorization to personal data processing within the meaning of art. 28 par. 3 of EU Regulation, which may form a part of the Contract or may be concluded in the form of a specific arrangement of the parties, and this prior to the commencement of the personal data processing by SOFTIP company as the processor on behalf of the Customer as the controller, while such contract prevails over the provisions of the chapter 11 of these GBCs; such a contract will normally be concluded if SOFTIP company processes personal data on behalf of the Customer (this is the subject of the Contract referred to in point 11.4.2). The Customer declares that he has a proper legal basis for the processing of personal data of the data subjects within the meaning of the EU Regulation and is aware of his duties as the controller within the meaning of EU Regulation and Act No. 18/2018 Coll. on the Personal data protection and on the changes and supplements of the certain acts (hereinafter referred to as the "Act").

8.8. The obligation to protect confidential information pledges parties within the period of effectiveness of the contract and within the period of two (2) years after ending of their contractual relation. Parties declare, that all confidential information to which their make access available within the framework of fulfilment the contract, they consider to business secrecy and they will protect them according to it also in the period after the previous sentence in conformation with provision of § 17 of the Commercial Code.

8.9. Any provision of this contract does not limit the SOFTIP company in publishing or commercial utilisation of any technical knowledge, skill or experience of general nature gained in fulfilment the contract. The Customer provides to the SOFTIP company to removing of any doubts the expressed approval to use knowledge, skills and experience according to previous sentence as well as approval to publish information on cooperation with the Customer within the scope of publishing the name (of the firm) of the Customer, the subject of cooperation as well as its framework value. Any use of the information about the Customer by the SOFTIP company according to clause 3.12 hereof shall not mean violation of the obligation to protect the confidential information.

8.10. The Ordering party further agrees that the SOFTIP company may provide copies of the contract to the third persons, rights of which (especially authors´ rights) are touched by the contract. But the SOFTIP company is obliged to ensure that such person do not abuse information provided to them by this way.

9. PROTECTION OF EMPLOYERS AND OTHER SIMILAR RIGHTS

9.1. Parties pledge not to employ participants of the project assigned by other party within the period of two (2) years since ending its effectiveness within the industrial relation, possibly to use them directly in any other way to performance of activity within the filed same or similar to the subject of business of other party only if they received approval in writing from other party. Employment of such a person by the company in the concern with other party is also considered like breaching such an obligation.

9.2. The obligatory party pledges to pay to competent party contractual penalty in amount corresponding to salary or other reward of touched worker paid to him by competent party in preceding year in case of breaching the obligation to protect employers´ and other similar rights.

10. MUTUAL COMMUNICATION

10.1. All announcements between parties having relation to the contract or other which should be performed upon the base of the contract have to be performed in writing and delivered to other party personally, by registered letter or in other form of registered mail contact, by electronic mail or by fax to the headquarter address of the party when unless parties agree on other delivery address or if the change of delivery address did not come to effect in conformance with provision of the par. 10.6. Provisions having relation to obligation to communicate through the CCS in special cases are not touched due to it.

10.2. All announcements or documents having relation to validity or effectiveness of the contract have to be delivered in writing to other party by registered mail or by other form of registered mail contact.

10.3. If the contract imposes to deliver a document or documentation (in the next text only "document") in writing, such a document is considered as properly delivered if it was delivered in printed form or in electronic (digital) form like document of the text

processor MS Word of version 2000 or higher in agreed medium or through the electronic mail..

10.4. Announcements or documents are considered as delivered to other party on the day marked like the day of delivery on the confirmation document on delivery. If it is not possible to prove the day of delivery according to provision of previous sentence, documents are considered as delivered:

10.4.1. on the second (2) working day after its proven sending to the address of other party;

10.4.2. twenty-four (24) hours after its proven sending to the address of other party through the electronic mail or fax, while the period of time outside the working days and within the working days outside the working hours, i.e. outside the time between 8 to 17 o´clock (8:00 a.m. to 5:00 p.m.) is not included into this time.

10.5. The day when the addressee refused to accept the delivery is also considered as the day of delivery of announcement.

10.6. Parties pledge to inform the other party in case of the change of their delivery addresses on such a change without any. This change is effective on the first (1) working day following the day when the announcement on the change of delivery address was delivered to other party. The delivery address announced by other party in conformance with this provision is binding to the party since the day of effectiveness of the change. The change of delivery address is not the change of the contract.

10.7 Electronic signing. The Parties have agreed and approve that any:

(i) Orders under framework contracts or other contractual agreements; and/or

(ii) Changes to contractual agreements; and/or

(iii) Ordering/confirmation of change requests (for changes to the subject of supply); and/or

(iv) Acknowledgments of receipt of performance

whose value in each individual case does not exceed EUR 10,000 without VAT may always be made using an electronic signature created through the DocuSign application using a signature linked to the e-mail address of the person authorised to act on behalf of the respective Party. An act executed as described above shall be deemed executed in compliance with the requirement for execution in writing, where prescribed by the contractual agreement concerned, unless this provision of the GBC is explicitly excluded in the contractual agreement concerned. The foregoing shall not prejudice the right of the relevant Party to request, in case of doubt, confirmation of the act concerned by the other Party in a different manner. This provision shall not in any way affect or restrict the right to enter into new contractual agreements or non-contractual orders in the form

described herein, or the applicability of these GBC thereto.

11. AUTHORIZATION TO PROCESS PERSONAL DATA

11.1. The Customer (hereinafter in this chapter referred to as the "Controller") and SOFTIP company (hereinafter in this chapter referred to as the "Processor"), on the basis of the contractual relationship to which these GBCs form an annex and are the part hereof, cooperate in the field of software solutions provision, implementation and service services (mainly the installation of ASW, database preparation, system setup, management of dial-ups, data migration, data backup and recovery, etc.) (hereinafter referred to as the "Services"). The Services are provided on the basis of the Contract or a separate order from the Controller, or eventually upon a request of the Controller via CCS or Call Center. During this cooperation, there is the possibility that the personal data of natural persons, which the Controller is processing and the purpose of which he designated, might be or will be provided or directly or indirectly made accessible, and the Processor further processes these personal data for the Controller within the limits of this Authorization.

11.2. In compliance with the article 28 of the EU Regulation the Controller hereby authorizes the Processor to process these categories of the personal data of natural persons (hereinafter in this chapter referred to as the „Data subject"):

- common personal data registered in the ASW, in particular name and surname, contact details, address, job classification, invoicing and payment details, details on employee´s attendance;
- in personnel and payroll agenda, also all necessary personal data of the Controller's employees, their family members, children, statutory representatives of children and former employees and natural persons working for the Controller on the basis of the agreement;
- in the personnel and payroll agenda also a specific category of personal data related to medical fitness or disability;
- the data that the Controller identifies as personal data in his system as part of the GDPR solution for SAP Business One (the chart of the definition of Source, Field, Personal data character).

(hereinafter in this chapter referred to as the "Personal data").

11.3. The Controller declares that he is authorized to process all Personal data to processing of which he will authorize the Processor, and this on some of the legal basis for their processing within the meaning of article 6 of the EU Regulation.

11.4. The purpose of personal data processing is to fulfill the subject of the Contract or the Controller's instructions, in particular:

11.4.1 ensuring the delivery of an information system (ASW), technical and system equipment,

11.4.2 processing the personnel agenda of the Controller's employees and processing of the wage accounting for the Controller's employees on behalf of the Controller;

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11.4.3 provision of ASW support services, support to the Controller in checking the accuracy of records in the ASW database, processing personnel and payroll agenda, accounting, logistics and other types of services;

11.4.4 provision of support in solutions of other Controller´s requirements which may also be related to Personal data registered in the ASW of the Controller.

11.5. The Controller shall provide or make the Personal data accessible to the Processor in one of the following ways:
- after the connection of the Processor's employee into the Controller's network infrastructure and after the authorized log in as the ASW user, either during a personal visit or remote access;
- by sending the data to the Processor to an agreed e-mail address in a secured format;
- by providing the data on the data carrier, or eventually in other agreed manner.

11.6. The Processor will process the Personal data within the Services through its employees who are authorized to process Personal data (hereinafter in this chapter referred to as the "Authorized persons") through automated means (ASW, SQL Tools, eventually other) in a non-automated manner (manual inputs) including the remote connection, on the Controller's or Processor's computing equipment. The Controller is entitled to extend the purpose of the processing in compliance with the law, when the instruction for further processing can be communicated to the Processor only in a written form – including also the e-mail communication of the contracting parties addressed to the Authorized persons.

11.7. The Processor declares that he has established and uses the information security management system according to the standard ISO/IEC 27001:2013, the part of which is formed by the appropriate technical, personnel and organizational security measures for personal data protection against accidental or unlawful destruction, loss, alteration, copying, theft, unauthorized disclosure of transferred, stored or otherwise processed personal data or unauthorized access to them. The Processor undertakes to keep this system up to date and to provide evidence to the Controller upon a request.

11.8. The Processor further commits himself to:
11.8.1 process personal data by authorized processing operations with personal data such as:
- collecting, recording, organizing, compiling (if he receives data from the data subjects on behalf of the Collector);
- retrieving, consulting, structuring, alignment or combination, using for the acts ordered by the Controller,
- alteration/rectification/update, storage for the period of review of the problem reported by the Controller,
- restriction of processing (in case of inaccurate data or data that the Controller no longer needs, but they are needed by the data subject in order to exercise a legal claim);
11.8.2 process Personal data only in such a form, in

which they were provided by the Controller;
11.8.3 process Personal data only for the purpose stated in this Contract and this Authorization and only to the extent necessary to achieve that purpose;
11.8.4 do not aggregate Personal data that have been collected for different purposes and if it is within his capacity to recognize this;
11.8.5 to store Personal data only for the period, which is necessary to achieve the purpose, for at longest during the period of duration of the Contract;
11.8.6 upon termination of the provision of services related to the processing of Personal data on the basis of the decision of the Controller, to erase personal data or to give the personal data back to the Controller and to delete existing copies containing Personal data, unless a special legal rule or an international agreement, by which the Slovak Republic is bounded, requires the storage of such personal data.
11.8.7 to act with a professional care during the fulfilling of the duties upon a Contract, to follow the instructions of the Controller and to act in compliance with the Controller´s interests;
11.8.8 to take measures under the article 32 of the EU Regulation, in particular to protect the personal data against theft, loss, damage, unauthorized access, alteration and unauthorized dissemination;
11.8.9 to provide the Controller with all the information necessary to prove the compliance with the duties under the article 28 of the EU Regulation and to enable the personal data protection audits, as well as the controls performed by the Controller or by another auditor designated by the Controller and to contribute to them;
11.8.10 to provide the Controller with the cooperation during ensuring the compliance with the duties under the articles 32 to 36 of the EU Regulation, taking into account the nature of the personal data processing and the information accessible to the Processor, in particular when exercising the rights of the data subject to portability of the personal data and assessment of the impact on personal data protection.

11.9. The Processor informs the Controller of all subcontractors he intends to entrust with the processing of personal data and thus gives the Controller the opportunity to object to the acceptance of these subcontractors.

11.10. If the Processor engages the subcontractor in the personal data processing, he must impose on him the same duties of data protection as those set out in these GBCs. The Processor has the responsibility towards the Controller for the fulfillment of the duties by the subcontractor.

11.11. The Controller and the Processor undertake to provide each other with all necessary cooperation and documents to ensure the Personal data protection, the exercise of the rights of the data subjects, the communication with the Office for the Personal data protection of the Slovak Republic.

11.12. In accordance with the § 79 of the Act, the Processor undertakes to maintain confidentiality about the processed Personal data, in particular, he must not disclose, disseminate, or transmit them to other persons, except of the persons in employment relationship with the Processor

or other authorized persons authorized to process the Personal data. The Processor is obliged to ensure that his employees and other authorized persons also comply with the obligation of confidentiality. This duty of the Processor persists after the termination of the Contract. The Processor is further obliged to keep the confidentiality about the security measures taken to ensure the personal data protection, even after the termination of the Contract.

11.13.   This Authorization to personal data processing is valid during the period of the effectiveness of this Contract, to which GBCs form an annex.

11.14.   In the case of any termination of the Contract or termination of Personal data processing, the Processor is obliged to perform the liquidation of the Personal data provided to him under the Contract if he does not have his legitimate interest in their subsequent retention. Any data subject has, according to the article 21 of EU Regulation, the right to object to such processing at the contact address of the Processor or to the contact e-mail of the responsible person dpo@softip.sk.

12. FINAL PROVISIONS

12.1. If any of provision of this GBP or its part comes to contradiction with provision of the contract including other appendices), the provision of the contract shall be used.

12.2. The SOFTIP company may change the GBC without the Customer´s approval. The SOFTIP company shall inform the Customer on their amendments well in advance in suitable way (e.g. in writing or by publishing at the CCS). The GBC and their changes come into effect on the day specified in them. If Customer does not agree with amended conditions he has a right to withdraw contract to which changes have relation within one (1) month after changes were announced to him. Such a withdrawal of the Customer is effective after elapsing one (1) month after delivery the announcement on withdrawal to the SOFTIP company. When the SOPTIP company announces to Customer in writing that he agrees that such conditions towards to him would be valid in the version before touched change, the Customer´s withdrawal would not come into effect and the contract lasts further while periods according to contract would be prolonged in time since the day of announcement on withdrawal of the Customer till the day of announcement on approval of the SOFTIP company with using of original conditions according to this paragraph of the GBC.   It is presumed in other cases that Customer agreed with changes.

The GBC come into effect since the June 01, 2022.