

## GENERAL BUSINESS CONDITIONS OF SOFTIP, a. s.

### 1. DEFINITION OF USED TERMS

- 1.1. **Acceptance procedure** – is the process by which the fulfilment of the contract is accepted when the contract specifies it. Its purpose is to check that the functionality of the fulfilment meets the agreed criteria through acceptance tests.
- 1.2. **Application software** (hereinafter referred to as ASW) – is a computer programme (the programme code including the programme documentation, hereinafter referred to as Software) in the form of a particular module (one subsystem, or user programme) or a complete programme complex of modules, which is distributed by the company under its trade name. The ASW also contains a database 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-readable format unless otherwise specified and it does not include the source materials for ASW preparation.
- 1.3. **Customer Support Centre** (hereinafter referred to as CSC) – is an internet application with a web interface that enables electronic communication between SOFTIP and its customers, and the collection and evaluation of primary records.
- 1.4. **Man-day (MD)** – is a time unit specified in the contract for quantifying the scope of services and other outputs of SOFTIP or the customer under the contract. One man-day corresponds to 8 hours of work performed by one worker. The price for services or other performances quantified in the MDs is paid at half the unit price for each half of the MD started, unless otherwise specified in the contract.
- 1.5. **Confidential information** – all information provided knowingly or unknowingly in oral or written form by the one contracting party to another including information learned in connection with the contract as well as know-how, which is understood to mean business, manufacturing, technical, or economic knowledge relating to the activities of the contracting party, which have real or at least potential value and which are not generally available in corresponding business circles and which should be kept secret. Computer programmes, diagnostics, documentation, and any other information marked as confidential shall also be considered confidential information.
- 1.6. **Stage** – is the part of Work or Project finished upon acceptance of the stage output.
- 1.7. **Implementation** – is the process during which an information system based on the ASW installation and configurations is created.
- 1.8. **Implementation Project** – is a document prepared by

SOFTIP that how the information system including its scope is created to enable implementation and agreed stages to begin. The Implementation Project becomes binding for both contracting parties upon acceptance. The Implementation Project specifies the contractual terms and conditions, while the specification concluded in the accepted Implementation Project shall be used for the purposes of contractual specification of work (the scope, terms of fulfilment, price, etc.).

- 1.9. **Information System** – is a ASW (or a group of ASWs) that is usually modified into a united system based on the contract with the Customer.
- 1.10. **End User** – is the Customer's employee who uses the services of the Information System as part of their working obligations to the customer.
- 1.11. **Data Conversion** – is the process of transferring customer data from its current format to a format that can be processed by the ASW. Data Migration is an equivalent term.
- 1.12. **Licence** – written approval from SOFTIP in the form of a licence agreement or licence arrangement in another contract in accordance with Act No.185/2015 Coll., as subsequently amended (Copyright Act) for the use of ASW by the Customer (and possibly other persons). The contract or licence agreement specifies the licence terms and conditions. If such an arrangement or part thereof is missing, the licence is provided by the signature of acceptance protocol, which is non-exclusive, not transferable, and limited in time to the duration of the property copyrights, but for a maximum period equal to that of the contract through which it is provided, and for the purposes specified in the contract. The provisions of the General Business Conditions (GBC) modifying licences shall also be appropriately used to sub-licences provided under the contract.
- 1.13. **Medium** – is a physical data and information carrier (CD-ROM, tape, etc.) on which the ASW is recorded – the subject of the user's rights based on the licence.
- 1.14. **Methodology Consultancy for ASW** – is a paid service through which the customer has the right to:
  - 1.14.1. consult on the methodology for using the ASW;
  - 1.14.2. consult on the ASW system problems when the ASW is used in other way than how it was recommended in the ASW documentation.
- 1.15. **Unauthorised use of ASW** – use of the ASW in violation of the licence, particularly when it is made available for use by a third party or used for the benefit of a third party without the written approval of SOFTIP, or when it is used by the customer after the termination of, or without, a

licence agreement or other contract. Unauthorized use of ASW also includes any intervention in 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 to obtain the description of the data model and/or data structure description supplied as a part of ASW, as well as any use of the data model, database structures or algorithms contained in the ASW other than as part of the authorized use of the ASW modules, unless they are commonly known in professional circles.

**1.16. Support for ASW** – is paid service provided under the warranty, 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 the problem (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 period of maximum 15 minutes;
- the number of problems for ASW during a calendar year is limited as follows:
  - five times the total number of users within the scope of the ASW license. For ASW licenses with mandatory access, the multiple is increased by 1 for every 10 clients, including partial groups (the limit does not apply during the first 6 months of ASW use).
  - calls beyond the scope of Hot-line support or calls longer than 15 minutes will be charged as follows:
    - each half hour will be charged,
    - the price will be based on the currently valid price list,
    - billing will be retroactive, automatically at the end of the calendar month.

**1.16.2. Maintenance of ASW**

- providing of up-to date ASW versions with legislative changes having relation to the ASW incorporated into the ASW ("legislative changes"); for the purposes of defining the scope of ASW maintenance, legislative changes are considered to be changes to existing tax, contribution and other obligations and processes processed by algorithms used in applications as a result of changes to existing legal regulations, whereby the ASW maintenance service does not include, in particular, the incorporation of changes resulting from the introduction of new obligations and processes not processed by algorithms used in applications as a result

of the adoption of new or amended legal regulations;

- providing of ASW versions with its optimised functions when such optimisation occurs during providing the support to the ASW;
- providing of ASW versions with extended general functionality when such an extension occurs during providing the support to ASW;
- providing of updated ASW versions due to continuous development of the technology platform used when such updates are made during providing the support to ASW based on the decision of SOFTIP.

**1.16.3. Distribution of modified ASW versions (excluding ASW MONACO)** as defined in the above point. Distribution of modified ASW versions is performed by publishing in CSC in accordance with clauses 1.16.4 and 2.5 GBC. The customer will then be allowed to download the modified ASW version to their own medium and to install it. The distribution of modified ASW MONACO versions is carried out individually for each customer (customer version of ASW MONACO) based on the delivery order for modified ASW MONACO versions sent by the Customer.

**1.16.4. CSC services**, i.e. the access to CSC with permission for its use by the customers

- CCS is intended for:
  - reporting and receiving problems and reclamations,
  - resolving questions or requests from trained customer users,
  - assisting in finding the root cause of ASW errors,
  - proposing a possible follow-up solution or further procedure related to the removal of the ASW error,
- CCS is not intended for:
  - training of the Customer's users and implementation,
  - programming and customization of the ASW, including their resolution,
  - accounting, tax, methodological and legal consulting related to the ASW,
  - data corrections, data interventions,
  - resolution of technical issues related to the Customer's hardware and system software.

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

**1.18. Using the ASW** – the ASW is considered to be in use when it is installed in permanent memory (typically on a hard disc, but also on a CD-ROM or other storage medium), or

when it is loaded into temporary memory, e.g. in the RAM of a computing system, computer, or other similar device.

1.19. **Direct supplier** – is a third party (usually a producer or supplier) of technical or system equipment, which, based on a separate contract with SOFTIP, has provided deliverables (technical equipment or third-party software), which is provided to the Customer under a contract.

1.20. **(Program) Documentation** – is electronic or printed documentation related to the work, its parts and/or the ASW describing its functionality, usage instructions and the conditions required for its correct (proper) operation.

1.21. **Issue** – a Customer's request for consultancy on the use of ASW that does not affect ASW defects and is handled through the Hot-line or CSC service.

1.22. **Project** – is a set of activities agreed between the Customer and SOFTIP based on the contract, the output of which is an information system, ASW implementation or another result agreed under the contract.

1.23. **Reaction Time** – the period from the moment when the Call Centre worker confirms receipt of the primary record to the Customer to the start of its resolution. SOFTIP reserves the right to suspend the resolution of the reported primary record during non-working hours and holidays.

1.24. **SOFTIP** – is a joint-stock company SOFTIP, a. s., with its registered office at Krasovského 14, 851 01 Bratislava – Petržalka, Company ID No.: 36 785 512, VAT ID No.: SK2022390942, registered in the Companies Register of the Municipal Court of Bratislava III, Section Sa, File No. 4151/B.

1.25. **Software** – computer software (or software for another electronic or digital device) or computer program together with the corresponding programme documentation. Source texts or background materials required for the preparation of ASW form the part of software only if explicitly stated in the contract as part of the fulfilment and if the conditions under which the Customer is entitled to use them are also explicitly specified in the contract.

1.26. **Third-party software (system equipment)** – software for creating, maintaining, and processing databases and other software required for using the ASW (especially the operating system, etc.), which is not included in the ASW. The way of using the third-party software is governed by the documentation to such software, the content of which takes precedence over the contract.

1.27. **Technical equipment** – means third-party hardware of a particular version from a specific manufacturer or supplier, within which the delivered ASW works correctly. If the technical equipment is not delivered by SOFTIP under the ASW implementation contract, the Customer is obliged, as part of their cooperation duties, to provide their own technical equipment for the purposes of ASW implementation.

1.28. **ASW defect** – is a deviation from the ASW specification as defined by the description of functions in the existing Program Documentation. A defect exists if the software or information system fails to perform the functions specified in the documentation and, as a result, delivers incorrect outputs, unpredictably interrupts its operation, or cannot be used as agreed in the contract, and if such defect is replicable, i.e. it was not caused by a random external factor. The term "Error" may be used as an equivalent.

1.29. **Virus** – a computer program or third-party code that causes an undesired modification of the ASW, a change in data or the content of computer memory, a change on a disc or other computer storage medium, while such modification or other effects of the virus may destroy, damage or cause the destruction or corruption of software reliability, alter accessibility to any software or data, or otherwise harm the recipient of the virus.

1.30. **GBC** – General Business Conditions of SOFTIP.

1.31. **Customer** – is a person with whom SOFTIP concluded a contract; this person is usually referred to as the client or buyer. If the contract is concluded for the benefit of a third party, such third party shall also be considered a Customer.

1.32. **Contract** – is a contract concluded between SOFTIP and the Customer, under which SOFTIP delivers the ASW or related services and the Customer pays the agreed price. The contract may also include a licence agreement or licence arrangement related to the provided ASW. When these GBC are attached as an annex to the contract, the term Contract as used in these GBC refers to the entire contract, excluding these GBC.

## 2. CUSTOMER RIGHTS AND OBLIGATIONS

2.1. The Customer is entitled to use the delivered ASW within the scope agreed in the contract, in accordance with these GBC, the contract itself, the instructions of SOFTIP personnel and the conditions specified in the Program Documentation.

2.2. The Customer undertakes, in response to the development of software tools, to update parameters of their technical equipment and used software platforms so that they meet the required technical parameters and supported platforms defined in the Program Documentation of the relevant ASW, or as recommended by SOFTIP for proper ASW functionality. Increasing requirements to technical equipment during the use of the ASW shall not be considered a defect.

2.3. The Customer undertakes to pay for the provided services duly and in timely manner. The payment obligation is considered fulfilled on the day the agreed amount is credited to the SOFTIP's bank account.

2.4. The Customer shall cooperate with SOFTIP as required for the proper fulfilment of its obligations under the contract. The absence or lack of cooperation from the Customer excludes SOFTIP's responsibility for any delays and

damages incurred. The Customer undertakes to notify SOFTIP of any changes to their own data or data of their personnel that are necessary for the proper fulfilment of the contract without delay.

- 2.5. If it is agreed in the contract that Customer shall gain the access to the CSC, the Customer undertakes to register in the CSC via the website <http://cpz.softip.sk>, or to allow SOFTIP personnel to perform the registration on their computer without undue delay after conclusion of the relevant contract. Given that the SOFTIP provides support for ASW and removes minor defects also through new ASW versions or computer programs created for such purposes (patches) made available via the CSC, the Customer undertakes to regularly check the CSC content (at least once a month) and, if a program for updating or repairing the APV is available, to install such program in accordance with the instructions provided by SOFTIP in the CSC or sent to the Customer by accompanying letter or e-mail.
- 2.6. To enable remote servicing and diagnostics, the Customer shall allow SOFTIP personnel remote access to their system.
  - 2.6.1. If necessary, the Customer shall provide SOFTIP with the technical means for direct remote access to their system.
  - 2.6.2. The Customer shall bear all costs, including his communication costs related to remote access.
  - 2.6.3. Activities performed via remote access may be electronically recorded and archived for up to 3 months.

### **3. RIGHTS AND OBLIGATIONS OF SOFTIP**

- 3.1. SOFTIP shall deliver a functional ASW to the Customer for operation on the technical equipment and supported platforms specified in the Program Documentation of the ASW. As part of ASW maintenance, SOFTIP undertakes to update the ASW according to legislative changes (as defined in 1.16.2 GBC) to the extent such changes impact the business processes processed by the algorithms used in the ASW within the timeframe necessary to process data in accordance with the updated regulations. Updating based on legislative changes does not include updating in case of fundamental changes to the legal order (e.g. currency reforms and other similar changes), nor updating in case of changes resulting from the introduction of new tax, contribution and other obligations and processes not processed by the algorithms used in the ASW as a result of the adoption of new or amended legal regulations; performing (or performance) of such changes may be the subject of a separate contract between SOFTIP and the Customer. SOFTIP shall deliver a description of the changes together with the updated ASW.
- 3.2. Delivery of ASW (excluding ASW MONACO), as well as its updated versions shall be performed by handing over the ASW (or its updated versions) to the Customer on the media or by publishing in the CSC. The delivery shall be deemed completed even if the Customer unjustifiably refuses to accept it, on the day SOFTIP notifies the Customer of the location where the delivery is available and how the Customer can access it. The delivery may also be carried out by making the ASW (or its updated versions) available via remote access at the moment when SOFTIP notifies the Customer of the method by which the ASW (or its updated versions) can be downloaded remotely. The delivery of ASW MONACO as well as its updated versions shall be carried out by installing the version of ASW MONACO on HW device agreed upon with the Customer.
- 3.3. SOFTIP reserves the right to discontinue the support for ASW functionality on platforms that are no longer supported by their respective manufacturers.
- 3.4. The SOFTIP company may implement changes to the ASW that enhance its usability and may also modify the program due to the development of programming tools, operating systems and technical devices.
- 3.5. SOFTIP shall remove any ASW defects in conformance with the warranty conditions.
- 3.6. SOFTIP may withdraw from the contract within the scope of the licence authorisation if the Customer fails to pay the licence fee within the agreed timeframe after signing the contract or licence agreement. Withdrawal from the contract means the Customer's right to use the ASW ceases to exist.
- 3.7. In the event that the Customer fails to meet the payment terms agreed in the contract for the provision of support for the ASW, or is in default with the fulfilment of any other financial obligation towards SOFTIP under any other contract or legal title, even partially, SOFTIP shall have the right to suspend the provision of support for the APV until the agreed payment terms are fulfilled, without such suspension being considered a breach of contract by SOFTIP. In the event of suspension of support for the ASW, the ASW versions installed at the Customer as part of the support for the ASW shall become inoperative, which shall not be considered a ASW defect. SOFTIP shall also have the right to suspend and/or refuse any other performance to which it would otherwise be obligated towards the Customer under the contract, any other contract, or any other legal title. In the case of lease, SOFTIP is entitled to suspend the use of the object of the lease until the obligations are fulfilled, without losing the right to claim the contractually agreed remuneration for the period of suspension. SOFTIP's right under this clause of these GBC shall also be exercised in cases where the Customer's payment obligations are recorded as outstanding due to the use of incorrect payment symbols by the Customer, until the Customer proves the payment has been made and SOFTIP duly verifies and matches the relevant payments.
- 3.8. Provided that the payment terms have been met, SOFTIP shall resume the provision of support to the Customer without undue delay after the invoice has been paid and the payment matched, generally no later than within two business days. Following the resumption of services,

SOFTIP shall issue and send the Customer an invoice for support covering the period from the date of invoicing suspension until the last day of the billing period in which the support was resumed. If a new version has been distributed between the suspension and renewal of distribution, SOFTIP shall make the new version available in the CSC. For the proper functioning of new versions, new license files must be uploaded to the installed applications. SOFTIP will send these licence files to the Customer by mail. The Customer shall upload the license files before installing the new versions. If no new version has been distributed between suspension and renewal of distribution, all subsequent versions will be available to the Customer by SOFTIP in the CSC. If any other performance has been suspended or refused, SOFTIP shall provide such performance within a reasonably extended period after the fulfilment of the Customer's obligations (considering the reasonable time necessary for the resumption of services, including the organization of human resources), to the extent such performance by SOFTIP is still possible. This does not affect SOFTIP's right to withdraw from or terminate the contract due to the Customer's delay. If SOFTIP incurs any costs as a result of suspension or refusal of performance and/or their resumption (including increased acquisition costs, personnel costs due to downtime, administration, logistics), SOFTIP shall be entitled to full reimbursement. SOFTIP shall also have the right to require advance payment, either in full or in part, for the renewed performance even if this has not been originally agreed.

3.9. SOFTIP may assert the right to carry out an inspection at the Customer's premises as well as an inspection of the Customer's hardware aimed at verifying compliance with the terms of the licence provided. In such case, the Customer undertakes to allow such an inspection. SOFTIP is entitled to perform such an inspection at least once every six (6) months during the Customer's business hours in a way that does not unreasonably disturb their operations. Neither the Customer nor SOFTIP shall be entitled to reimbursement of any costs incurred in relation to the inspection.

3.10. SOFTIP guarantees that, at the time of delivery, the ASW has the functional as well as technical properties described in the ASW Program Documentation.

3.11. ASW versions are checked for viruses using the latest products of ASW Kaspersky Anti-Virus, ESET ENDPOINT ANTIVIRUS, Microsoft Security Essentials. Upgrades of antivirus programs or updates of databases of virus samples are always performed on the day of ASW delivery. SOFTIP guarantees the antivirus integrity of ASW distributed on a compact medium to the extent provided by the antivirus programs used. Despite the fact that SOFTIP makes the ASW available in the CSC after the antivirus check, the transfer of the ASW to the Customer is influenced by the technology of electronic mail and the Internet network. Therefore, SOFTIP cannot guarantee the same level of antivirus integrity of the ASW as with delivery

on a compact medium. The use of ASW obtained via CSC is at the Customer's own risk.

3.12. Under the contract, the Customer grants SOFTIP express consent to use the Customer's information to the extent of: business name, registered office, logo or any other identification of the Customer (even if it has a trademark and/or copyright status), general information on the Customer's business focus, general information on the Project and SOFTIP's technical solution, and the overall value of the Project (hereinafter referred to as "Customer information") for the purposes of SOFTIP's public and medial communication, creation of project references, publishing the Customer Information on SOFTIP's website or by other means, using the Customer Information in SOFTIP's annual reports, presentations, and offers to other partners, and in any other similar way. SOFTIP undertakes to use Customer Information in a manner that does not violate the Customer's rights. Any use of Customer Information beyond the scope of this clause 3.12., unless agreed otherwise, shall require the prior consent of the Customer.

3.13. SOFTIP's Code of Ethics is based on ethical principles of respect for human dignity, honesty, tolerance, responsibility, duty, and fairness. The Code of Ethics is a set of interrelated and binding principles of ethics, standards of conduct, relationships, and rules. It sets the boundaries of corporate culture, behaviour models and attitudes. As a demonstration of its commitment to ethical development, the SOFTIP company has adopted the SOFTIP's Code of Ethics, which is published on the company's website and is binding for all company employees, all persons acting on its behalf, and all business partners of the company.

## **4. THE PRICE**

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

4.2. When the subject of the contract is the provision of services, the price does not include the accommodation and travel expenses of SOFTIP employees, which shall be reimbursed by the Customer based on actual costs incurred and in accordance with SOTIP's current price list, which shall be provided to the Customer upon request without undue delay.

4.3. SOFTIP is entitled to inform the Customer of changes to its product and service price list through CSC or upon request.

## **5. RESPONSIBILITY FOR DAMAGES**

5.1. The Customer and SOFTIP bear the responsibility for any damages they cause within the framework of valid and effective legal regulations.

5.2. The Customer and SOFTIP are obliged to make every effort to prevent and minimise any damage that may arise. This includes especially the duty to make backup copies of their own data before handing it over to another party and performing other tasks aimed at minimising the risk of



damages or their scope with the corresponding professional care.

- 5.3. Neither party shall be liable for any damage arising from an objectively incorrect or otherwise defective device provided by the other party. Neither party shall be considered in delay with fulfilment of its obligations, if such a delay is due to the delay of another party with fulfilment its contractual obligations or due to circumstances that exclude liability (within the meaning of Section 374 of the Commercial Code).
- 5.4. Only actual damages incurred shall be compensated. Neither party is liable for any direct or indirect damages caused to data or resulting from its loss or damage.
- 5.5. SOFTIP shall not be held responsible for any damage caused by the damaged party's own actions (e.g. processing incorrect input data, continuing to work despite apparent ASW defects, etc.), or by a third party.
- 5.6. The Customer bears exclusive responsibility for creating, using, and operating data in the information system, unless otherwise explicitly agreed in the contract as part of SOFTIP's scope of services (e.g. in certain forms of outsourcing). The Customer is further obliged to perform safety backups in accordance with standard rules for handling data in information systems. SOFTIP shall not be held responsible for any loss or damage to the Customer's data or data structures, even if such loss or damage occurred while using the ASW delivered by SOFTIP, which is subject to a warranty.
- 5.7. SOFTIP shall not be responsible for any damages arising to the Customer during the period from the effective date of changes to legal regulations until the Customer installs the ASW update, provided that SOFTIP is not contractually responsible for directly implementing such an update on the Customer's side. SOFTIP shall not be responsible for any damages arising from the Customer's breach of the contract or legal regulations.
- 5.8. If the Customer suffers damage as a result of a third party asserting a claim based on intellectual property rights related to ASW or any part thereof, SOFTIP undertakes to compensate such damage only if:
  - 5.8.1. the Customer notified SOFTIP of such a claim without undue delay;
  - 5.8.2. the Customer did not take any legal action against the third party without SOFTIP's prior consent;
  - 5.8.3. the Customer did not take any steps against that could be interpreted as an acknowledgement of the third party's claim, even partly;
  - 5.8.4. the Customer provided SOFTIP with the necessary cooperation to resolve the third party's claim.

## 6. WARRANTY

- 6.1. SOFTIP guarantees that the ASW is free from legal defects that could hinder its use under the contract or licence agreement, i.e. it does not infringe or violates the rights of third parties in any way.
- 6.2. In case of a legal defect in the ASW, SOFTIP undertakes to remove such defect without undue delay by one of following means (at its discretion):
  - 6.2.1. SOFTIP shall replace the ASW or the part has affected by the legal defect with the ASW or the part that is free from such defect.
  - 6.2.2. SOFTIP shall remove the legal defect by agreement with the third party concerned.
  - 6.2.3. SOFTIP shall compensate the Customer for damages incurred as a result of the legal defect in accordance with clause 5 of the GBC.
- 6.3. During the period in which the legal defect of the ASW or any part thereof persists, the Customer undertakes not to use the ASW in a way that could infringe the rights of third parties.
- 6.4. SOFTIP guarantees that the ASW functionality corresponds to its description in the Program Documentation, i.e. that the ASW is free from defects.
- 6.5. The warranty period agreed upon in the contract [or the warranty period of twelve (12) months] shall commence on the first day following the date of taking over the ASW or its part.
- 6.6. The warranty period for ASW versions to which user rights were acquired as part of support services shall commence on the date the version is provided. However, the warranty for their functionality is provided for the latest released version of the ASW. The SOFTIP company is responsible for the ASW functionality in the current state.
- 6.7. The warranty shall be void if:
  - 6.7.1. the warranty period expires;
  - 6.7.2. the Customer fails to perform the maintenance of ASW according to determined procedure, or does not properly use all parts of the fulfilment delivered by SOFTIP including additional, corrective, or similar parts;
  - 6.7.3. an intervention in the ASW occurs that is inconsistent with the contract, the GBC or instructions provided in the form of documentation or training (hereinafter referred to as the "unauthorized intervention in the ASW"); any modification or any other intervention in the ASW database (including, but not limited to, the data model or the data structure) that causes or may cause an ASW error or damage is also considered an unauthorized intervention.
- 6.8. SOFTIP shall not be liable and does not provide warranties for defects arising from causes beyond its control.
- 6.9. The warranties under these GBC do not apply to technical equipment or third-party software. Technical equipment and third-party software shall be subject to the warranty

terms specified in the documentation accompanying them, if such a documentation is provided under the contract and includes warranties from the direct supplier. The Customer may assert warranty claims for technical equipment and third-party software either against SOFTIP or against the direct supplier, unless otherwise specified in the contract.

## **7. COMPLAINT PROCEDURE**

7.1. The purpose of complaint procedure is to resolve ASW defects covered by the provided warranty.

7.2. Classification of SOFTIP ASW defects:

7.2.1. **Critical Defect** – is a defect having such an impact that substantial parts of the ASW functionality are unusable for the Customer to perform activities required by legal standards and the Customer is unable to continue working with the ASW in any alternative way.

7.2.2. **Major Defect** – is a defect that affects the use of the ASW as described in the program documentation to such an extent that its documented use is not possible without the application of alternative technological and methodology procedures.

7.2.3. **Minor (Non-material) Defect** – is a defect that does not impact the use of the ASW as described in the program documentation from the perspective of continuous operation and reliability.

7.3. The Customer shall file a complaint in writing, either by duly registering it in the CSC, or by written notice. If the Customer does not have access to CSC under the contract with SOFTIP, the defect shall be reported in writing.

7.4. Receipt of the complaint shall be confirmed to the sender by return e-mail, or by written notice.

7.5. SOFTIP shall initiate actions to resolve the claimed defect within 24 hours (response time) from confirmation of the complaint in accordance with clause 7.4. SOFTIP undertakes to resolve the complaint as follows:

7.5.1. The critical defect shall be resolved within 2 business days after the response time expires.

7.5.2. The major defect shall be resolved within 15 business days after the response time expires.

7.5.3. The minor defect shall be resolved by the next planned ASW version release.

7.6. A defect shall be deemed resolved upon the release of a corrected version in the CSC, provided that the Customer has access to CSC under the contract, and as of the moment the Customer is notified of such release. A defect shall also be deemed resolved if it is reclassified through partial resolution into a lower severity category as per the above-mentioned classification, provided that the total time for its resolution does not exceed the timeframes specified in clause 7.5 for the category in which the defect is classified after reclassification.

7.7. If SOFTIP removes a defect reported by the Customer under the warranty, and it is subsequently determined that such defect is not covered by the warranty, the Customer undertakes to pay SOFTIP the accost of such resolution according to SOFTIP's current price list, which shall be provided to the Customer without undue delay upon request.

## **8. PROTECTION OF INFORMATION**

8.1. Both parties undertake to protect the confidential information of the other party. In particular, they undertake not to use confidential information for their own benefit or for the benefit of a third party, nor to make confidential information available to a third party, unless otherwise provided. Disclosure of the other party's confidential information shall not be deemed a breach of the obligation to protect such information if the confidential information is disclosed to employees, statutory bodies or their members, and subcontractors of SOFTIP involved in the performance under the contract, under the same conditions as apply to the contracting parties, and only to the extent necessary for proper performance of the contract. Disclosure shall also not constitute a breach if the confidential information is disclosed to third parties providing legal, accounting, tax, or similar audit services to the disclosing party, provided such parties are bound by a duty of confidentiality.

8.2. The obligation to protect the other party's information shall not apply in the following cases:

8.2.1. The party proves that the information is publicly available, without having caused such availability and without any breach of legal regulations.

8.2.2. The party proves that it had access to the information before it was disclosed by the other party, that it did not obtain the information unlawfully and that its use of such information does not breach any contractual or legal obligations.

8.2.3. The party receives a written consent from the disclosing party to disclose the information, including retroactive consent; or

8.2.4. Disclosure of the information is required by law or by a binding decision of a competent public authority.

8.3. Both parties undertake to protect any confidential information provided to them by the other party or obtained in any other way in relation to the fulfilment of the contract, at least to the same extent and by the same means as they protect their own business secrets or other confidential information. They especially undertake to keep it secret and to take all contractual and technical measures to prevent its misuse or disclosure that may reasonably be required of them.

8.4. Upon termination or cancellation of any licence (authorisation to use the copyright work) provided under the contract, the Customer shall, without undue delay,

destroy or return to SOFTIP all originals and copies of the copyright works and documentation to which the licence has been cancelled or terminated and all related confidential information in the Customer's possession, including confidential information incorporated into another copyright work, and shall confirm this fact to SOFTIP in writing. Upon the Customer's written request, SOFTIP shall return to the Customer or destroy any Customer's confidential information that is no longer needed for the performance of the contract.

8.5. Parties undertake to instruct their employees, statutory bodies and their members, subcontractors, and other persons to whom confidential information is disclosed about the obligation to protect the information.

8.6. If, prior to the conclusion of the contract or during its performance, the Customer provides SOFTIP, as the Controller, with their personal data (if the Customer is a natural person) or the personal data of another natural person (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 will process the personal data of the Data Subject for the purposes of performing the contract or taking steps at the request of the Customer prior to entering into the Contract, based on the legal ground pursuant to Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council 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 shall provide SOFTIP with the personal data of the Data Subject to the extent necessary for the conclusion and performance of the contract. SOFTIP shall process the personal data of the Data Subject for the duration of the contract; after the termination of the contract, SOFTIP shall process the personal data of the Data Subject only if necessary to achieve the intended purpose of the processing, in particular for the purposes of invoicing, receipt and recording of payments, handling of complaints and the exercise of rights and fulfilment of obligations under the EU Regulation and specific legislation. SOFTIP shall further be entitled to process the personal data of the Data Subject for the purposes of fulfilling their legal obligations under the EU Regulation and special legislation, on the legal ground pursuant to Article 6 (1)(c) of the EU Regulation, and for the purposes of SOFTIP's legitimate interests, which in particular include exercising or defending SOFTIP's rights and legal claims against the Data Subject arising from or in connection with the contract, or informing customers of new versions and their updates, technical outages, system maintenance and product portfolio news via newsletters, pursuant to Article 6(1)(f) of the EU Regulation, always to the extent necessary and in accordance with the EU Regulation. The contract may include additional purposes of the Data Subject's personal data processing and the regulation of related rights and obligations. The Customer acknowledges that

the contract includes the Information on Personal Data Processing intended for Data Subjects, published on [www.softip.sk](http://www.softip.sk) in the Personal Data Protection section, by means of which SOFTIP has fulfilled its information obligation as the Controller at the time of collection of the Data Subject's personal data in accordance with the Articles 13 and 14 of the EU Regulation.

8.7. In case that the Customer, while using cloud or other services or performance provided to the Customer by SOFTIP under the Contract, enters, otherwise provides to SOFTIP, or directly or indirectly makes available personal data of third natural persons (Data Subjects), the Customer shall act in the legal capacity of a controller and SOFTIP shall act in the legal capacity of a processor. Detailed regulation of the relationship between the Customer as the controller, who authorizes SOFTIP, as the processor, to the processing of personal data within the meaning of Article 28(3) of the EU Regulation, is included in the personal data processing authorization specified in clause 10 of these GBCs (hereinafter also referred to as the **"Authorization"**). The data processing authorization in clause 10 of these GBC may be replaced by a separate contract on authorization to personal data processing within the meaning of Article 28(3) of the EU Regulation, which may form a part of the contract or may be concluded as a separate arrangement between the parties, and must be entered into before SOFTIP begins processing personal data as the processor on behalf of the Customer as the controller. In such a case, the separate agreement shall take precedence over the provisions of clause 10 of these GBC. Such an agreement is typically concluded when SOFTIP is to process personal data on behalf of the Customer (this applies to the subject of the contract referred to in clause 10.4.2). The Customer declares they have a valid legal basis for the processing of the personal data of the Data Subjects within the meaning of the EU Regulation and acknowledges their obligations as the controller within the meaning of the EU Regulation and Act No. 18/2018 Coll. on personal data protection and on amendments to certain acts (hereinafter referred to as the **"Act"**).

8.8. The obligation to protect confidential information shall bind the parties for the duration of the contract and for a period of two (2) years following the termination of their contractual relationship. The parties declare that all confidential information disclosed between them in connection with the performance of the contract shall be considered a trade secret and shall be protected as such even beyond the aforementioned period, in accordance with Section 17 of the Commercial Code.

8.9. No provision of this contract shall limit SOFTIP in disclosing or commercially using any general technical knowledge, skills or experience acquired in the course of performing the contract. For avoidance of doubt, the Customer expressly agrees that SOFTIP may use such knowledge, skills and experience as described in the previous sentence, and further agrees to the publication of



information regarding cooperation with the Customer, including the Customer's name (business name), the subject of cooperation as well as its framework value. Any use of the Customer information by SOFTIP as specified in clause 3.12 shall not be considered a breach of the obligation to protect the confidential information.

- 8.10. The Customer further agrees that SOFTIP may provide copies of the contract to third parties whose rights (especially copyrights) are affected by the contract. However, SOFTIP is obliged to ensure that such parties do not misuse the information thus provided.

## **9. MUTUAL COMMUNICATION**

- 9.1. All notices between the parties relating to the contract or required to be given under the contract must be made in writing and delivered to the other party in person, by registered mail or another form of registered postal service, by e-mail or by fax to the registered address of the party, unless the parties agree otherwise or unless a change of delivery address becomes effective in accordance with clause 9.6. This does not affect provisions requiring communication via CSC in specific cases.
- 9.2. Any notices or documents concerning the validity or effectiveness of the contract must be delivered in writing in person, by registered mail or by another form of registered postal service.
- 9.3. If the contract requires the delivery of a document or documentation (hereinafter referred to as the "Document") in writing, such Document shall be deemed duly delivered if delivered in printed form or in electronic (digital) form as document of the text processor MS Word version 2000 or later on an agreed medium or via electronic mail.
- 9.4. Notices or Documents shall be deemed delivered to the other party on the date indicated as the delivery date on the delivery confirmation. If it is not possible to prove the date of delivery as stated in the previous sentence, the Documents shall be deemed delivered:
- 9.4.1. on the second (2) business day following demonstrable dispatch to the address of the other party;
- 9.4.2. twenty-four (24) hours after demonstrable dispatch to the address of other party by electronic mail or fax, excluding non-business days and hours outside regular business hours, i.e. outside the time between 8:00 a.m. and 5:00 p.m.
- 9.5. The day on which the addressee refused to accept the notice or consignment shall also be deemed the day of delivery.
- 9.6. The parties undertake to inform the other party in case their delivery addresses changed without undue delay. This change shall become effective on the first (1) business day following the day when the notice of the change of delivery address was delivered to the other party. The delivery address notified by one party to the other in accordance

with this provision shall be binding from the effective date of the change. A change of delivery address shall not constitute an amendment to the contract.

- 9.7. **Electronic signing.** The Parties agree and acknowledge that:

- (i) purchase orders under framework agreements or other contractual relationships; and/or
- (ii) amendments to the contract; and/or
- (iii) ordering/confirmation of change requests (requests for changes to the subject matter of the contract); and/or
- (iv) acceptance confirmations of performance

each with value not exceeding EUR 10,000 excluding VAT, may always be executed 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 to satisfy the written form requirement for an amendment to the contract or other act, if such requirement is stipulated in the relevant contract, unless this provision of the GBC is explicitly excluded therein. The right of the respective Party to request confirmation of such an act in another form in case of doubt shall remain unaffected. This provision shall in no way affect or limit the right to conclude new contractual relationships or orders outside of framework contractual relationships using the above method, nor the applicability of these GTC to such relationships.

## **10. AUTHORIZATION TO PROCESS PERSONAL DATA**

- 10.1. The Customer (hereinafter in this section referred to as the "Controller") and SOFTIP (hereinafter in this section referred to as the "Processor"), based on the contractual relationship to which these GBC form an annex and integral part, cooperate in the provision of software solutions, implementation and support services (in particular, ASW installation, 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 under the contract, a separate order from the Controller, or upon request by the Controller via CCS or Call Centre. Within this cooperation, the provision of personal data or direct or indirect access to personal data of natural persons processed by the Controller may occur. The Controller determines the purpose of such processing, and the Processor processes these personal data on behalf of the Controller within the scope of this Authorisation.
- 10.2. In compliance with Article 28 of the EU Regulation, the Controller hereby authorises the Processor to process the following categories of personal data of natural persons (hereinafter in this section referred to as the "Data Subject"):
- common personal data registered in the ASW, in

particular name and surname, contact details, address, job position, invoicing and payment details, employee attendance records;

- in personnel and payroll records, all necessary personal data of the Controller's employees, their family members, children, legal guardians of children and former employees, as well as natural persons working for the Controller under an agreement;
- in personnel and payroll records, specific categories of personal data related to medical fitness or disability;
- the data that the Controller identifies as personal data in its system as part of the GDPR solution for SAP Business One (the table defining Source, Field, Nature of Personal Data) (hereinafter in this section referred to as "Personal Data").

10.3. The Controller declares that it is authorized to process all Personal Data, the processing of which it entrusts to the Processor, based on some of the legal grounds for processing as set out in Article 6 of the EU Regulation.

10.4. The purpose of personal data processing is to fulfil the subject matter of the contract or the Controller's instructions, in particular:

10.4.1 the delivery of the information system (ASW), technical and system equipment;

10.4.2 processing of the Controller's personnel records and payroll accounting for the Controller's employees on behalf of the Controller;

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

10.4.4 provision of support in resolving other Controller's requirements which may also involve Personal Data registered in the Controller's ASW.

10.5. The Controller shall provide or make the Personal Data available to the Processor by one of the following means:

- by allowing the Processor's employee to connect to the Controller's network infrastructure and log in as an authorized user of the ASW, either during an on-site visit or via remote access;
- by sending the data to the Processor to an agreed e-mail address in a password-protected format;
- by providing the data on the data carrier or in another mutually agreed manner.

10.6. The Processor shall process the Personal Data within the Services through its employees who are authorized to process Personal Data (hereinafter in this section referred to as the "Authorized Persons") using automated means (ASW, SQL Tools, or other tools), as well as a non-automated means (manual entries), including remote access, on the Controller's or Processor's computing equipment. The Controller is entitled to extend the purpose of processing in compliance with the law, in which

case an instruction for further processing may be communicated to the Processor only in a written form – this shall also include e-mail communication between the contracting parties addressed to the Authorized Persons.

10.7. The Processor declares that they have established and use the information security management system according to the ISO/IEC 27001 standard, which includes appropriate technical, personnel and organizational security measures for personal data protection against accidental or unlawful destruction, loss, alteration, copying, theft, unauthorized disclosure of transmitted, stored or otherwise processed personal data or unauthorized access thereto. The Processor undertakes to maintain this system up to date and to provide evidence to the Controller upon request.

10.8. The Processor further undertakes to:

10.8.1 process personal data only through permitted processing operations, which include:

- obtaining, recording, organizing, collecting (if data is obtained from Data Subjects on behalf of the Collector);
- retrieving, consulting, structuring, rearranging or combining, using for tasks ordered by the Controller;
- modifying/correcting/updating, storage for the period necessary to examine an issue reported by the Controller;
- restriction of processing (in case of inaccurate data or data no longer required by the Controller, but needed by the Data Subject in order to exercise a legal claim);

10.8.2 process personal data only in the form, in which it was provided by the Controller;

10.8.3 process personal data only for the purpose stated in the contract and this Authorization and only to the extent necessary to fulfil this purpose;

10.8.4 not to combine personal data obtained for different purposes, if it is within the Processor's capability to recognize such a difference;

10.8.5 retain personal data only for the period necessary to achieve the purpose, but no longer than for the duration of the contract;

10.8.6 upon termination of the provision of services related to the processing of personal data, based on the decision of the Controller, delete the personal data or return the personal data to the Controller and delete existing copies containing personal data, unless a special regulation or an international treaty, to which the Slovak Republic is bound, requires the retention of such personal data;

10.8.7 act with professional care when fulfilling the obligations under the contract, follow the instructions of the Controller and act in accordance with the Controller's interests;

10.8.8 take measures in accordance with Article 32 of the EU Regulation, in particular to protect the personal data against theft, loss, damage, unauthorized access, alteration and

unauthorized dissemination;

10.8.9 provide the Controller with all information necessary to prove compliance with the obligations under Article 28 of the EU Regulation and enable and contribute to personal data protection audits, as well as inspections carried out by the Controller or by another auditor authorised by the Controller;

10.8.10 cooperate with the Controller in ensuring the compliance with the obligations under Articles 32 to 36 of the EU Regulation, considering the nature of the personal data processing and the information available to the Processor, in particular when exercising the rights of the Data Subject to personal data portability and assessing of the impact on personal data protection.

10.9. The Processor shall inform the Controller of all subcontractors they intend to engage for the processing of personal data, thereby giving the Controller the opportunity to object to the acceptance of such subcontractors.

10.10. If the Processor engages a subcontractor to process personal data, they must impose on the subcontractor the same data protection obligations as those set out in these GBC. The Processor shall remain responsible to the Controller for the subcontractor's compliance with these obligations.

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

10.12. In accordance with Section 79 of the Act, the Processor undertakes to maintain confidentiality regarding the processed personal data, in particular, they may not disclose, disseminate, or transfer it to other persons, except for persons employed by the Processor or other authorized persons authorized to process the personal data. The Processor is obliged to ensure that their employees and other authorized persons also comply with the obligation of confidentiality. This obligation of the Processor shall continue after the termination of the contract. The Processor is further obliged to maintain confidentiality regarding the security measures taken to ensure the personal data protection, even after the termination of the contract.

10.13. This Authorization to process personal data shall remain valid for the duration of the contract to which these GBC are annexed.

10.14. In the event of any termination of the contract or termination of personal data processing, the Processor is

obliged to destroy the personal data provided to them under the contract, unless they have a legitimate interest in their further retention. Each Data Subject has the right to object to such processing in accordance with Article 21 of the EU Regulation by sending a written objection to the Processor's contact address or to the contact e-mail address of the Data Protection Officer at [dpo@softip.sk](mailto:dpo@softip.sk).

## **11. FINAL PROVISIONS**

11.1. If any provision of these GBC or any part thereof contradicts a provision of the contract (including its other annexes), the provision of the contract shall prevail. If both the contract and these GBC contain provisions regarding interruption, suspension and/or refusal of performance that are not identical, the provisions of the contract shall apply, along with those parts of clauses 3.7 and 3.8 of these GBC which grant SOFTIP broader rights than the contract, provided they do not directly conflict with the wording of the contract. Clauses 3.7 and 3.8 of these GBC shall apply to all relations between SOFTIP and the Customer, including those for which the application of the GBC was not specifically agreed, as long as at least one contract has been concluded between SOFTIP and the Customer to which these GBC apply.

11.2. If the contract does not specify the governing law, the legal relations established by related to the contract shall be governed by the provisions of the law of the Slovak Republic, excluding its conflict-of-law rules. Where the contract refers to the application of the law of the Slovak Republic, this shall be understood as referring to such law, excluding its conflict-of-law rules.

11.3. SOFTIP is entitled to amend these GBC without the Customer's consent. SOFTIP shall inform the Customer of any amendments in advance and in an appropriate manner (e.g. in writing or by publication in the CSC). The GBC and their amendments shall come into effect on the date specified therein. If the Customer does not agree with the amended conditions, they are entitled to withdraw from the contracts affected by such changes within one (1) month from the date the changes are notified to them. Such withdrawal by the Customer becomes effective one (1) month after the notice of withdrawal is delivered to SOFTIP. However, if SOFTIP informs the Customer in writing within this period that they agree to the conditions being valid for the Customer in their original version, the Customer's withdrawal shall not become effective and the contract shall remain in force, while the periods specified in the contract shall be extended by the period from the date of the Customer's notice of withdrawal to the date of SOFTIP's notice of acceptance of the original conditions, as set out in this paragraph of GBC. In all other cases, it shall be deemed that the Customer has accepted the amendments.

The GBC come into effect since the July 01, 2025.