

**General Terms and Conditions (GTC) for the delivery of services of
ADA STRA, s.r.o.
with registered office at Mýt na 48, 811 07 Bratislava, ID No.: 35874244,
VAT No.: 2021788318**

1. GENERAL PROVISIONS

- 1.1. The GTC shall regulate, in accordance with the applicable law, the commercial and legal relations of the Parties in the area of the Parties' supplier-customer relations relating to the delivery/provision of the Goods/Services by the Supplier to the Customer.
- 1.2. The GTC are issued in accordance with Section 273 of the Commercial Code and are binding on the Parties.
- 1.3. These GTC are an integral part of the Order, or Contract, concluded between the contracting parties - ADA STRA, s.r.o. (Customer) on the one hand, and the Customer on the other hand, for the supply of services.
- 1.4. All attachments to the Order or Contract (including these GTC as an attachment and integral part of the Order or Contract) form an integral part thereof. In the event of any express conflict between the provisions/ terms of the Order and/or the Contract and the provisions/ terms of the Annexes to the Order and/or the Contract (including these GTC as an Annex and an integral part of the Order and/or the Contract), the provisions/ terms of the Contract shall prevail.

2. SUBJECT MATTER AND DEADLINES

- 2.1. The subject of performance is specified in the Order or Contract. If the subject of performance of the Contract is the Subject of Intellectual Property (in particular its creation), the subject of performance of the Contract is also the granting of a licence to the Customer to such Subject of Intellectual Property under the terms and conditions set out in these GTC.
- 2.2. The term of performance is specified in the Order or Contract. If the Purchaser fails to provide the Supplier with all the information required by this Contract in due and timely manner, the Supplier shall have the right to extend the performance deadline in such a case. Such extension of the performance deadline shall not be considered a breach of the Supplier's obligations.

3. OBLIGATIONS OF THE PARTIES

- 3.1. Obligations of the Supplier:

- a) to deliver the performance under this contract properly and on time without factual and legal defects,
 - b) to provide the Customer in advance with a list of its personnel designated to perform under this Contract.
- 3.2. Obligations of the Customer:
- a) to pay the price for the performance in the manner and at the time agreed between the parties in the Order or the Contract,
 - b) to provide the Supplier with information, documents and other assistance necessary for the proper performance of the Order or the Contract in the extent, quality and terms to be determined and agreed by both parties for the respective performance,
 - c) to take over the performance of the Order or the Contract without undue delay.
- 3.3. The Supplier may, with the prior written consent of the Customer, authorise a person to perform the services. In this case, the Supplier shall be liable as if he had performed the services himself.

4. RIGHT OF USE

- 4.1. The Customer acknowledges that the property rights of the author are exercised by the Supplier and the industrial property rights in the work supplied and developed by the Supplier in any form, including in particular computer programs or modules, belong to the Supplier or the Supplier has the right to use them on the basis of a licence granted by a third party who is the holder of the copyright or industrial property right.
- 4.2. The Supplier grants the Customer an exclusive, transferable right to use the work supplied by the Supplier in the territory of the Slovak Republic. This right includes the right to publicly distribute the original work or a copy thereof by sale or other form of transfer of ownership, to publicly distribute the original work or a copy thereof by rental or loan of the work, or to make it available to the public. The Customer shall be entitled to sub-license or in any other way assign the right to use the Work to third parties without the prior express written consent of the Supplier. This right shall be unlimited in time, except in the event of non-payment of the price under this contract or in the event of a breach of the terms of the right of use under this contract.

5. CONTRACTUAL PENALTIES AND LIABILITY FOR DAMAGES

- 5.1. If the Supplier fails to meet the deadlines set out in this contract for reasons solely on the Supplier's side, the Supplier shall be obliged to pay the Customer a contractual penalty of 1% of the

price of the services for each commenced day of delay in submitting the results of the services for acceptance.

- 5.2. The Supplier shall be liable for damages caused to the Customer as a result of a breach of the Supplier's obligations, unless such breach was caused by a circumstance excluding liability under the applicable provisions of the Commercial Code or a force majeure event under the provisions of this Agreement and/or by the negligent conduct of the Customer and/or its customer or other user. In such case, the Supplier shall be liable to pay compensation for the actual damage caused solely by the Supplier's fault as proven by the Customer and confirmed by an independent expert.
- 5.3. The Supplier shall reimburse the Customer for damages incurred by the Customer due to infringement of copyright and other similar rights of third parties by the delivered work for its use in the Slovak Republic, claimed against the Customer by a third party. The scope of damages shall be limited to claims awarded in a final court decision or agreed by the Supplier, up to the amount of liability for damages specified in this Agreement. It is a condition of indemnification that:
 - 5.3.1. the Employer immediately notifies the Supplier in writing of any claim made against the Employer or any action brought against the Employer; and
 - 5.3.2. the Principal does not make any statement that could be considered prejudicial to such claim or action; and
 - 5.3.3. the Customer shall allow the Supplier to conduct any legal and factual proceedings for the purpose of adjudicating the claim.
- 5.4. Higher Power
 - 5.4.1. Neither party shall be liable for failure to perform any of its contractual obligations under this Agreement or any amendments hereto as a result of a Force Majeure Event. If the obligations arose prior to the Force Majeure Event, the liability for performance shall not be affected thereby. Neither Party shall be entitled to claim liquidated damages from the other Party for breach by the other Party of its obligations under this Contract if the breach is due to a Force Majeure Event.
 - 5.4.2. Force Majeure Event means an event occurring independently of the will of the Obligor, including any unforeseeable event occurring at the time of performance hereunder after the execution of this Agreement, including an act of civil or military authority, declared or undeclared war, civil strife, civil commotion, sabotage, fire, natural disaster, epidemic, quarantine restriction, embargo, accident,

explosion, regulation, or decision, omission, neglect or lack of decision by any governmental authority.

5.4.3. If a Force Majeure Event occurs, the Party whose performance is threatened by such Event shall immediately inform the other Party in writing and use its best efforts to overcome its inability to perform.

6. WARRANTY CONDITIONS

6.1. The warranty period for the services under the Order or Contract is 24 months and begins on the date of acceptance of the services.

6.2. The Supplier undertakes that the deliverables supplied by him will be functional for the duration of the warranty period in accordance with the documentation supplied. During the warranty period, the Supplier further undertakes, on the basis of a written complaint detailing the defect, to remedy the defect at his own expense. In the event of a defect that endangers the Purchaser's operations, the Supplier shall commence work to remedy the defect without undue delay after receipt of the complaint and the necessary documents.

6.3. The Supplier shall not be liable in cases where the defects are due to the following:

6.3.1. improper use or operation contrary to the documentation provided by the supplier,

6.3.2. the results of the Services have been modified or combined (in whole or in part) with any other product by any person other than an employee of the Supplier.

7. CONFIDENTIAL INFORMATION

7.1. For the purposes of these GTC, all information that the parties exchange about their activities and intentions before signing the Order or the Contract and in the future in written or oral form, or by technical means, and explicitly mark it as "confidential", shall be considered confidential within the meaning of § 271 of the Commercial Code (hereinafter referred to as "Confidential Information"). All information relating to the work, including the software itself, the documentation thereof and any methods or concepts used therein, the pricing and payment terms, shall be deemed confidential even without the aforementioned designation. Confidential information shall not be or cease to be: (a) information that was public knowledge at the time it was disclosed to the Party; (b) information that becomes public knowledge after it is disclosed to the Party, except to the extent that such information becomes public knowledge as a result of a

breach of the Party's obligations under this Agreement; (c) information that was demonstrably known to the Party prior to its disclosure; and (d) information that the Party is required to disclose to Authorized Persons under generally applicable law.

- 7.2. The obligation of confidentiality and protection of the Confidential Information shall also apply to any third parties who are invited by either Party, with the prior written consent of the other Party, even for partial negotiations or who otherwise become acquainted with the mutually disclosed information.
- 7.3. A Party may disclose Confidential Information to a third party only with the prior written consent of the other Party, provided that its consent may be conditioned upon the Party's obligation to bind the third party to treat such information as confidential, at least to the extent provided for in this Agreement; this is without prejudice to the obligations of the Parties under the law for the treatment of information designated as confidential by such law.
- 7.4. The Supplier shall be entitled to disclose Confidential Information to its subcontractors under the conditions of confidentiality under this Contract, insofar as this is necessary for the performance of this Contract, as well as to any other company belonging to the same holding company as the Supplier, without the prior written consent of the Purchaser. Furthermore, notwithstanding the foregoing provisions regarding Confidential Information, the Parties shall be entitled to communicate Confidential Information to persons who are themselves legally bound by confidentiality obligations (attorneys, tax advisors, etc.) and to communicate Confidential Information to public authorities pursuant to a statutory obligation or a court order.

8. FINAL PROVISIONS

- 8.1. All legal acts aimed at changing the Order or the Contract as well as its cancellation must be in writing.
- 8.2. If performance under the Purchase Order or the Contract is subject to import or other governmental permits or approval of a licensing arrangement, the Parties shall comply with such requirements. The Parties are obliged to inform each other of the aforementioned facts without undue delay as soon as they become aware of them.
- 8.3. These GTC are governed by the laws of the Slovak Republic and are subject to the jurisdiction of the courts of the Slovak Republic. The Parties undertake to resolve any disputes arising during the execution of the Order or the Contract in a fair manner and in accordance with the law and the rules of decency. Each of the Parties further undertakes that it shall not proceed to the

judicial settlement of the said disputes until after the exhaustion of extrajudicial means.