

TERMS AND CONDITIONS FOR BUSINESS PARTNERS:

I. PROVIDER'S DETAILS

Company:	GINA Software s.r.o.
Registered office:	Purkyňova 649/127, 612 00 Brno, Czech Republic
Company identification No.:	29254191, tax ID No.: CZ 29254191 Incorporated in the Companies Register kept by the Regional Court in Brno, Section C, Insert 68585
Telephone:	+420 720 730 830
E-mail:	info@ginasystem.com
Bank details:	43-8169660297/0100, KB
Represented by:	Ing. Zbyněk Poulíček, Ing. Boris Procházka, Ing. Petra Černá
Branches:	Purkyňova 649/127, 612 00 Brno, Czech Republic Lidická kolonie 4958/41, 586 01 Jihlava

II. INTRODUCTORY PROVISIONS

- II.1. This document entitled Terms and Conditions, under Section 1751 par. 1 Act No. 89/2012 Coll. Civil Code, as amended (hereinafter the "Civil Code"), regulates mutual rights and obligations of the parties and was issued by the Provider for cases where a part of the content of contracts concluded by the Provider is determined by reference to its terms and conditions (hereinafter the "Terms and Conditions"), in particular those arising in connection with sale, provision and use of the Provider's software (hereinafter referred to as "Software Solution"), provision of consulting, implementation and other works and services (hereinafter the "Services") (collectively referred to as the "Provider's Products") to the Purchaser.

III. CONTRACT CONCLUSION, ORDER

- III.1. The Purchaser and the Provider shall always conclude a separate contract, whose subject shall be in particular sale, provision and use of the Provider's Products. The contract may be replaced with an order sent by the Purchaser to the Provider, followed by the binding confirmation of the Provider (the contract and the order are hereinafter referred to as the "Contract").
- III.2. The Purchaser may send the order to the Provider by e-mail to the address info@ginasystem.com. The Purchaser shall state correct, accurate and complete information in the order, in particular the correct and complete billing and mailing address, to which the ordered product is to be delivered.
- III.3. The Provider shall confirm the order to the Purchaser within 7 business days or inform the Purchaser of reasons for not having confirmed the order and for not having concluded the contractual relation with the Purchaser; this to the Purchaser's e-mail address from which the order was sent. The Provider shall always confirm the validity of the Provider's Product prices in the order confirmation. In the event that the Provider quotes a higher price than the price in the order, the Purchaser may accept the new price or cancel the order. In the event that the new price is lower than the price in the order, the product or the service shall be delivered to the Purchaser at the current (lower) price.
- III.4. The Provider is not obliged to accept the order, in particular if:
- a) the product has been discontinued,

- b) the product price has changed considerably,
- c) the Purchaser has repeatedly breached its duties, especially to pay the purchase price.

The application of Section 1729 Civil Code shall be excluded for the purposes of the contractual relation between the Provider and the Purchaser.

- III.5. Pursuant to the Contract, the Provider is obliged to deliver the requested Provider's Product to the Purchaser within the agreed period, and the Purchaser is obliged to accept the ordered Provider's Product and pay to the Provider the agreed price for the delivery of the Provider's Product.

IV. PAYMENT TERMS

- IV.1. The prices of the Provider's Products are specified in the Contract between the Provider and the Purchaser. VAT under applicable legal regulations shall be added to the price of the Provider's Products.
- IV.2. The price of the Provider's Software Solution and Services and potential costs of the Provider related to the delivery under the Contract shall be settled by the Purchaser to the Provider in one of the below methods on the basis of an invoice issued by the Provider:
1. in cash at the Provider's branch office at the address GINA Software s.r.o., Purkyňova 649/127, 612 00 Brno;
 2. through the "cash on delivery" service, or by cash handed over to the Provider's technician on delivery in the place specified by the Purchaser in the order;
 3. by bank transfer to the Provider's account No. 43-8169660297/0100, kept at Komerční banka, a.s. (hereinafter the "Provider's Account").
- IV.3. The invoices issued by the Provider must have all the requisites of the tax document under the applicable legal regulations. The contracting parties agree on the invoice maturity of 14 days of the date of issue unless specified otherwise in the invoice. The date of the invoice settlement is the date on which the Provider's Account was credited with the invoiced amount. In the event of delay in the invoice settlement, the contracting parties agree on the interest on late payments of 0.05 % of the outstanding amount for each commenced day of the delay, and the Provider's entitlement to the interest shall originate as of the day following the maturity date of the invoice.

V. DELIVERY TERMS

- V.1. The primary method of delivery of the Provider's software products shall be the installation of the SW to the hardware recommended or purchased by the Provider. The Provider's software product may also be installed to the Purchaser's own device in case the Purchaser requires so. In such case the Purchaser acknowledges the risk of potential incompatibility of the Provider's software product and the Purchaser's hardware. The Provider shall not be liable for damage caused through such incompatibility.
- V.2. The date and method of delivery are agreed between the contracting parties in detail in the Contract. In the event of the Purchaser's failure to provide the assistance necessary for provision and delivery of the Services, the delivery date shall be postponed by the time of the Purchaser's delay in accepting the Provider's Product.
- V.3. The contracting parties undertake to prepare the Acceptance Certificate on the delivery of the Provider's Product. In case the Purchaser has reservations concerning the delivered Product, such reservations shall be entered by the Purchaser in the Acceptance Certificate and dealt with by the Provider in the agreed time. The results of the Provider's actions shall be accepted by the takeover of the Acceptance Certificate. The Provider's Product is also deemed delivered by the Purchaser by enabling to manipulate with such product.

VI. TECHNICAL SUPPORT

- VI.1. The Provider undertakes to provide the technical support to the Purchaser as part of the Provider's Product. The technical support shall always apply to the current version of the product, which is in the Provider's offer, and to an upgrade from the previous to the current version.

- VI.2. In case the Provider's Product was purchased through a partner supplier, the technical support shall be provided by that supplier upon consultation with the Provider.
- VI.3. Unless stipulated otherwise between the parties, the Provider's technical support shall be available to the Purchaser:
- by phone at +420 720 730 830 from 9 am to 4 pm on business days,
 - by e-mail at support@ginasystem.com 24 hours a day.
- VI.4. Detailed specification of levels and conditions of the technical support are stipulated by the contracting parties in the Contract.

VII. AUTOMATIC RENEWAL OF CONTRACT

- VII.1. In case the Provider and the Purchaser concluded the Contract for a definite period, and if not stipulated otherwise therein, the contractual relation shall be automatically renewed under the same conditions after the contractual period expires, for the same period and repeatedly. In case either the Purchaser or the Provider does not wish to renew the contractual relation, it shall notify the other contracting party of its intention in writing no later than 1 month prior to the expiry of the contractual period; otherwise the contractual relation shall be automatically renewed and the Purchaser shall pay the stipulated remuneration. A written notification delivered later than 1 month prior to the expiry of the contractual period shall be disregarded.

VIII. LICENSE TERMS

- VIII.1. In case the Provider's Product is the subject of the Contract, by the conclusion of the Contract the Provider shall grant to the Purchaser a non-exclusive, territorially unlimited license to use the Provider's software product for the period stipulated in the Contract. The license price is included in the price for the Provider's Products.
- VIII.2. In the case of modifications, updates, enhancements or other changes to the Provider's software product, the license shall be granted also to such modified software products. If the Purchaser acquires an upgraded product version, it may use either the upgraded or the original version; however, it may not use both versions simultaneously.
- VIII.3. In case the license period is stipulated in the Contract for a definite period (non-perpetual license), the license shall be automatically renewed under the same conditions after the license period expires, for the same period and repeatedly. In case the Purchaser does not wish to renew the license, it shall notify the Provider of its intention in writing no later than 1 month prior to the expiry of the license period; otherwise the license shall be automatically renewed and the Purchaser shall pay the license fee, which is included in the price for the Provider's Products. A written notification of the Purchaser delivered to the Provider later than 1 month prior to the expiry of the license period shall be disregarded.
- VIII.4. The Provider represents that it is entitled to exercise proprietary rights to the software product and such rights are not affected or limited in any way and by anyone, and that it is entitled to provide the license under the terms hereof.
- VIII.5. The Purchaser is entitled to use the Provider's software product solely for the purpose stipulated by these Terms and Conditions and by the Contract. The Purchaser undertakes not to take any action that would facilitate unauthorized use of the Provider's software product by the Purchaser or by third parties. The Purchaser may not sublicense the Provider's software product to third parties or assign rights and obligations from the provided license in any other way.
- VIII.6. Tampering with or decompilation of program codes, re-engineering and derivation of program versions are unacceptable. The Purchaser's license shall automatically expire in the event of breach of any of the above provisions. In such case the Purchaser is obliged to delete the product, all its copies and related documentation. The Provider reserves the right not to provide any source codes to any of its software products, except the interface description and definition, which serves for integration with other manufacturers' applications.

IX. WARRANTY AND LIABILITY FOR DEFECTS

- IX.1. The Provider provides the Purchaser with warranty for the Provider's hardware products in the scope and period as determined by the warranty terms of the supplier or manufacturer of the Provider's hardware products.
- IX.2. The contracting parties undertake to exert the maximum effort to prevent the damage and to minimize damage arisen. The Provider shall not be liable for damage incurred in consequence of a factually faulty assignment or a different faulty assignment, which was obtained from the Purchaser. The Purchaser acknowledges that the Provider is not liable for defects of the Provider's Products arisen due to ordinary wear and tear or failure to follow the instructions for use or defects caused as a result of deletion, modification or any interference with the Provider's hardware and software products by the Purchaser or a third party.
- IX.3. The Provider shall be liable for damage caused to the other party by breaching its contractual duties. The contracting parties acknowledge that, with regard to the provision of Section 2898 of the Civil Code and to all circumstances related to the conclusion of the Contract, the total foreseeable damage which might arise may not exceed the amount equal to the price paid by the Purchaser for the fulfillment in whose causal relation the damage occurred. In case the value of fulfillment from the Contract cannot be precisely determined, the Purchaser shall be liable only up to the amount of CZK 200,000.
- IX.4. None of the contracting parties is responsible for the delay in fulfillment of its obligations caused by circumstances excluding liability. The contracting parties undertake to notify the other party without undue delay of the arisen circumstances excluding liability, hindering due performance of the Contract. The contracting parties undertake to exert maximum effort to avert and overcome circumstances excluding liability.
- IX.5. The contracting parties agree that all communication concerning assertion of rights from defective fulfillment shall be made solely in writing, using electronic mail. Such procedure shall provide a provable evidence of the communication process both to the Purchaser and the Provider.
- IX.6. The Purchaser may contact the Provider at the below e-mail address in order to assert claims from defective fulfillment: support@ginasystem.com. The Purchaser is obliged to identify its person, date of the Contract conclusion and detailed description of the defect. The Purchaser must also specify its claims from the defective fulfillment.
- IX.7. The Provider undertakes to contact the Purchaser and offer its opinion of the asserted claims and a solution proposal within 7 days of the receipt of the above request. In case the problem is of technical nature only, it shall be dealt with by the technical department that shall communicate with the Purchaser.

X. PERSONAL DATA PROTECTION

- X.1. The Provider undertakes to proceed in such way that the data subject shall not be injured in its rights, particularly the right to dignity; the Provider shall also prevent unauthorized interference with private life of the data subject. Personal data voluntarily provided by the Purchaser for the purpose of fulfillment of the order and the Contract are collected, processed and kept in compliance with applicable laws of the Czech Republic, in particular with Act No. 101/2000 Coll. on the Protection of Personal Data, as amended.
- X.2. All the data obtained from the Purchaser are used solely for the internal needs of the Provider (successful performance of the Contract) and are not disclosed to third parties. The only exception is external carriers which obtain the Purchaser's personal data in the minimal extent necessary for smooth delivery of the Provider's Products.
- X.3. By the conclusion of the Contract, the Purchaser agrees with processing and archiving its personal data in the internal database of the Provider. The Purchaser is entitled to access its personal data and to correct them, and to other statutory rights to these data through contacting the Provider at the e-mail address info@ginasystem.com. The Purchaser has the right for removal of its personal data from the database provided it makes a written request to that end.

XI. PROVIDER'S CONTACT INFORMATION

- XI.1. You can refer your queries and suggestions in connection with the Provider's Products
- a) in writing to the address: GINA Software s.r.o., Purkyňova 649/127, 612 00 Brno, Czech Republic,
 - b) by e-mail to the address info@ginasystem.com,
 - c) by phone at the number to be found at www.ginasystem.com from 9 am to 6 pm on business days.
- XI.2. The order may be sent by mail or e-mail. The receipt of the order shall be confirmed. We recommend that you consult the order with a competent sales department employee, or directly ask for a quotation. This will help avoid unnecessary errors in the order, and thus delays or defects in delivery.

XII. GOVERNING LAW AND DISPUTE RESOLUTION

- XII.1. The relation between the contracting parties and the Contract itself shall be governed by and interpreted in accordance with laws of the Czech Republic regardless of collision of legal standards.
- XII.2. The parties agree that their potential disputes shall be resolved before courts with material jurisdiction in the Czech Republic. Territorial jurisdiction shall be determined according to the Provider's registered office.
- XII.3. The contracting parties undertake to resolve any disputes arisen from the Contract or in connection therewith primarily by mutual agreement. The contracting parties undertake to initiate extrajudicial talks between the parties to the Contract through their authorized representatives prior to commencing proceedings before the competent court or another state authority. Only after the amicable settlement of the dispute concerning the Contract or related legal relations fails, may the contracting parties resolve the dispute before the competent court in the Czech Republic.

XIII. RULES OF INTERPRETATION

- XIII.1. The Terms and Conditions must be interpreted together with the Contract and all the related written documents which are referred to in the Contract and which may be concluded in relation to the Contract. In interpreting the expression of the parties' will, the practice established between the parties in legal relations, circumstances that preceded the legal acts, as well as how the parties subsequently made it clear what content and meaning they attach to the legal acts shall be taken into account.
- XIII.2. These Terms and Conditions supplement the provisions of the Contract and in case they are attached to the Contract, they shall become a part thereof. In case application of a certain provision hereof is expressly excluded in the Contract, such provision shall not be used for the contractual relation established by the Contract. In the event of contradiction between the provisions of the Contract and hereof, the provisions hereof shall not be used in the extent in which they contradict the Contract.

XIV. CONFIDENTIAL INFORMATION

- XIV.1. The contracting parties acknowledge that confidential information is information mentioned in the Contract and provided by either of the parties in connection with the performance of the Contract, which can be classified as competitively significant, identifiable, assessable and normally unavailable in the relevant circles, which should be kept in secret upon the wish of its originator or owner, in particular non-public information about the Provider's Products and Provider's pricing.
- XIV.2. Confidential information is also such information which is expressly designated as confidential. Such designation may include a sign "confidential": e.g. on a data carrier, in an e-mail message, fax message or another type of document.
- XIV.3. Both contracting parties undertake to keep such information confidential and not to disclose it or cause its disclosure to a third party without the consent of the other party that is affected by the information, not even as a result of negligence. The contracting parties also undertake to use such information only for the purpose consistent with the intention of the disclosing party. The contracting parties shall inform their authorized staff that could get into contact with the confidential information of the mode of handling confidential information.

XV. CHANGE IN TERMS AND CONDITIONS

- XV.1. The Provider is entitled to amend or modify the Terms and Conditions in the way of publishing their latest wording at www.ginasystem.com. The new version of the Terms and Conditions shall become valid as of the day of publication, unless the new version contains a later date.
- XV.2. The rights and obligations arisen during the validity of the previous version of the Terms and Conditions shall not be affected by the above provision.
- XV.3. The Provider shall inform the Purchaser of a change in the Terms and Conditions via the e-mail address of the Purchaser. The Purchaser is entitled to reject the change in the Terms and Conditions within three business days and withdraw from the contractual relation for that reason with the 1-month notice period.
- XV.4. The Terms and Conditions shall become valid on 1 January 2013.

GINA Software s.r.o.

In Brno on 1 January 2013