General Terms and Conditions of GAMO a.s.

1. Introductory Provisions

1.1. These General Terms and Conditions (the "GTC") govern the legal relationships arising from contracts concluded between GAMO a.s., with its registered office at Kyjevské námestie 6, 974 04 Banská Bystrica, Company ID No.: 36033987, registered in the Commercial Register maintained by the District Court Banská Bystrica, Section: Sa, Insert No.: 550/S (hereinafter "GAMO"), and the Customer, the subject matter of which is the performance of specific Work or the provision of Services (each a "Contract"). The application of the general terms and conditions of the other contracting party or any other general terms and conditions is hereby expressly excluded, unless the contracting parties agree otherwise in writing.

1.2. The current version of the GTC forms an integral part of the Contract by reference in accordance with Section 273 of the Commercial Code. These GTC are available in electronic form on GAMO's website, and the contracting parties acknowledge and agree to such electronic form irrespective of whether the remainder of the Contract is, in whole or in part, prepared and executed in paper form. Where the GTC contain provisions differing from those of the Contract, the provisions of the Contract shall prevail over the GTC, except for Clauses 1, 2, 4.11, 7, 8, 14, 15.5, 17, 19, 21 and 22, unless otherwise provided by generally binding legal regulation, and then only to the extent mandatorily required by such regulation. Any deviating or additional terms of the Contract shall be valid if agreed in writing.

1.3. For the avoidance of doubt, GAMO and the Customer declare that these GTC, in accordance with Section 273 of Act No. 513/1991 Coll., the Commercial Code, as amended, form an integral part of the Contract.

1.4. For the purposes of these GTC, a Contract shall be deemed concluded on the date on which the written Contract is signed by both contracting parties or their duly authorized representatives, or on the date of delivery of GAMO's written confirmation whereby GAMO accepts an order submitted by the Customer. An electronic form (in particular by scanned copy or by e-mail) shall also be deemed a written order and a written acceptance. If the Contract contains additional conditions, such conditions shall be valid and binding if agreed in writing and in accordance with applicable legal regulations. GAMO and the Customer undertake, in performing the Contract, to proceed in accordance with commercial customs and standards in the relevant industry.

1.5. In its order, the Customer undertakes to specify the requested Work or Service, in particular the type, quality, quantity, required date and place of delivery, and to provide information about the Customer (identification data, contact address and billing details). Such specification shall be binding on GAMO. Any additional specification (whether communicated orally, in writing or by telephone) not contained in the order must be confirmed in writing by GAMO in order to be binding.

1.6. The condition for conclusion of the Contract is that the Customer accepts these GTC, provides GAMO with all required information, undertakes to pay the price agreed in the Contract within the maturity period, and has been informed about the processing of Personal Data.

1.7. Where two or more persons are obligated on the part of the Customer, they shall be joint and several debtors, unless proportional division of obligations follows from the Contract.

1.8. The Customer has the right to refuse to conclude the Contract.

1.9. Capitalized terms shall have the meanings assigned to them in the Definitions section, which forms Annex No. 1 to these GTC.

2. Performance of the Work or Provision of the Service

2.1. GAMO undertakes to perform the Work or provide the Service in the manner agreed in the Contract.

2.2. The agreed period for performance of the Work or provision of the Service shall be extended by the time during which GAMO was unable to deliver the Work or provide the Service due to obstacles on the Customer's side or due to unforeseeable circumstances. An unforeseeable circumstance is an obstacle that arises independently of the obligor's will and prevents it from fulfilling its obligation, provided that it cannot reasonably be expected that the obligor would avert or overcome such obstacle or its consequences, and that at the time the obligation arose such obstacle could not reasonably have been foreseen.

2.3. GAMO shall be entitled to perform the Work or provide the Service prior to the agreed time. Performance of the Work or provision of the Service shall mean proper provision or completion thereof and its handover to the Customer. The Customer shall be obliged to accept the Work or acknowledge the Service within 3 days from delivery of the relevant notice.

2.4. GAMO shall be obliged to deliver the Work or Service, and the Customer shall be obliged to accept the Work or Service, at the place agreed in the Contract. The scope of performance under the Contract shall be confirmed by the Authorized Persons of the contracting parties by signing the relevant documents (work sheet, handover protocol, acceptance protocol, delivery note). The Customer shall be obliged to create the conditions necessary for the proper performance of the Work or provision of the Service, to enable access to the place of performance, and to provide the required cooperation.

2.5. If the Work is performed or the Service is provided by remote access, the Customer shall report Events through GAMO's Customer Service telephone support at +421 48 437 2000, via the web interface at https://www.gamo.sk/zakaznicka-zona, or by e-mail at helpdesk@gamo.sk, always through the Customer's Authorized Persons.

2.6. The Customer shall also notify GAMO of the names of its Authorized Persons designated for communication with GAMO and inform GAMO of any interventions in its information system.

2.7. The risk of damage to the Work shall be borne by the party at whose premises the Work is performed. The risk of damage to the Work in its entirety shall pass from GAMO to the Customer on the date of acceptance of the Work, or on the date when the Customer was obliged to accept the Work if in default. Together with the Work, GAMO shall deliver to the Customer all documents and instructions relating to the Work, such as in particular warranties, user manuals, operating instructions and delivery notes.

3. Price of the Service(s)

3.1. The price of the Services or Work shall be determined by agreement of the contracting parties in accordance with Act No. 18/1996 Coll. on Prices and Decree No. 87/1996 Coll., as amended. The price shall be specified in the Contract.

3.2. The price of the Services or Work is quoted exclusive of VAT. VAT shall be charged at the rate applicable under the laws of the Slovak Republic.

3.3. Payment of the price of the Services or Work shall mean the crediting of the full invoiced amount, including VAT, to GAMO's account. The price shall be payable in EUR by non-cash transfer to GAMO's account, on the basis of an invoice issued by GAMO by the 15th day of the following month, with maturity 14 days from the invoice date, unless otherwise agreed in the Contract.

3.4. The obligation to pay the price of the Services or Work is irrevocable and non-transferable. The price paid shall not be refunded even in the event of withdrawal pursuant to Clause 9 of the GTC or Clause 17 of the GTC.

3.5. The invoice issued by GAMO must contain all particulars required by applicable legal regulations. GAMO shall issue and deliver the invoice to the Customer without undue delay. By concluding the Contract, the Customer agrees that the invoice may be issued and delivered exclusively in electronic form.

3.6. The Customer shall check the correctness of the invoice and, in the case of an incorrect invoice, immediately notify GAMO thereof. In such case, a new maturity period shall run from the date of issuance of the corrected invoice.

3.7. In the event of a change in the method of operation or scope of the Services or Work, the price for the following period shall be determined on the basis of a new annex to the Contract.

3.8. GAMO shall be entitled once during each calendar year to adjust the unit prices or the price of the Work or Services in the amount of the inflation rate expressed by the increase of the average annual consumer price index in the Slovak Republic for the preceding year, as published by the Slovak Statistical Office. Such adjusted price shall apply as of the first day of the month following the month in which the adjustment was notified in writing to the Customer.

3.9. In the event of changes in customs or tax regulations affecting the price of the Work or Service, GAMO may immediately reflect such changes in the price of the Services or Work without the Customer's prior consent.

3.10. If the Customer is more than 15 days in arrears with payment of the price of the Services or Work, or part thereof, after the due date and following GAMO's written notice granting an additional 7-day grace period, GAMO shall be entitled to suspend the provision of the Services or Work until full payment of the outstanding amount. GAMO shall not be in default with provision of the Services or Work if the Customer is in arrears and GAMO has exercised its right to suspend provision of the Services or Work.

3.11. If the Customer terminates the Contract during the billing period, the Customer shall not be entitled to a refund of a proportional part of the price for the Service or Work for the remainder of the billing period, unless termination was due to a breach of contractual obligations by GAMO.

4. Rights and Obligations of GAMO and GAMO's Liability

4.1. GAMO shall be obliged to provide the agreed Services and perform the Work in the scope, manner and under the conditions agreed in the Contract or order and set forth in these GTC. In providing the Services and performing the Work, GAMO shall be bound by generally binding legal regulations in force in the Slovak Republic.

4.2. In fulfilling the subject of the Contract, GAMO undertakes to exercise reasonable care to ensure the security and continuity of the operation of the Services or Work. GAMO guarantees the provision of the Services unless there is a reason for interruption, suspension or restriction in accordance with the Contract or these GTC.

4.3. GAMO shall accept reports of Events from the Customer in accordance with the service coverage defined in the Contract. Events may be reported by calling GAMO's Customer Service Centre at +421 48 437 2000 or by e-mail at helpdesk@gamo.sk, always through the Customer's Authorized Persons. GAMO's e-mail address and phone number are also published on GAMO's website. When reporting an Event, the Customer must provide a description, contact details of the Authorized Person, and information about the relevant information system.

4.4. GAMO shall be entitled to provide Services through telephone assistance, remote access or on-site intervention at the Customer's information system location, in accordance with the Contract. GAMO shall use its best efforts to restore Emergency Operation and subsequently Full Operation of the Customer's information system as quickly as possible. If the situation does not permit resolution of the Event at the Customer's site, the relevant system resources may be repaired at GAMO's service center.

4.5. GAMO shall be entitled to short-term interruptions in the provision of the Services for the necessary period for maintenance and repairs of its equipment.

4.6. GAMO shall be entitled to suspend or restrict provision of the Services if provision is prevented or restricted by unavoidable Events which could not have been foreseen or prevented (in particular, force majeure or other circumstances excluding liability under the Commercial Code). This shall also apply where termination or restriction of the technological platform occurs due to unilateral action by third parties (e.g., manufacturers or providers of the technological platform) and replacement platforms cannot be implemented in time.

4.7. GAMO shall notify the Customer of planned outages without undue delay, and in the case of regularly provided or recurring Services, at least 7 days in advance. An outage caused by unavoidable Events shall be notified to the Customer by GAMO without undue delay once GAMO becomes aware of it and its causes. Dispatch of the notification to the Customer's contact e-mail address shall be deemed sufficient; GAMO is not obliged to verify receipt.

4.8. GAMO may temporarily suspend or restrict Services without prior notice if the Services are being used in breach of the Contract and this endangers the functioning of GAMO's or third parties' equipment.

4.9. GAMO may unilaterally restrict or change the functional or technical specification of the Service, or improve the Customer interface for access to the Service, provided that such modification is in accordance with the latest professional knowledge or improves the Customer's user experience.

4.10. GAMO shall not be liable for interruption of Services if caused by the Customer, by Events under Clauses 4.6 to 4.9 of the GTC, by third-party interference, force majeure, or failure of third-party equipment, including prolonged outages of electricity, telecommunications, technological platforms, capacity overload, necessary repairs or restructuring of technology and related facilities.

4.11. GAMO undertakes to rectify faults not caused by the Customer, its Authorized Persons, or unauthorized third parties. If GAMO rectifies a fault caused by the Customer, its Authorized Persons or unauthorized third parties, such rectification shall be chargeable according to the Contract or the GTC.

4.12. GAMO provides no warranties other than those expressly stated in the Contract or these GTC regarding the results of the use of the Services. GAMO shall not be liable for damages or lost profits, to the maximum extent permitted by applicable law, incurred by the Customer from use of the Services.

4.13. GAMO has no access to, and no ability to monitor, the content of the Customer's stored data. GAMO shall not be responsible for the substantive content of data stored or backed up in the storage space used by the Customer. Nor shall GAMO be liable for the Customer's use of the Services in breach of generally binding legal regulations. In line with EU regulation on data transmission services (mere conduit), caching and hosting, GAMO is not liable for the content of transmitted or stored data if it has no actual knowledge of unlawful content and, upon obtaining such

knowledge, promptly removes or disables access to it.

4.14. GAMO shall not be liable, in connection with stored data, for any infringement of intellectual property rights on the Customer's virtual server, websites or e-mail accounts, committed by the Customer by using or disseminating materials without proper authorization from their authors. GAMO shall also not be liable for infringement of rights to domain names protected as trade names, trademarks or otherwise by intellectual property law. This exclusion of liability shall likewise apply to breaches of Personal Data protection by the Customer in relation to stored data.

4.15. GAMO shall protect the Customer's interests known to it in connection with the arrangements under the subject matter of the Contract. It shall also be obliged to notify the Customer in due time of any significant negative circumstances identified in performance. In the event of a Security Incident connected with the provision of Services, GAMO shall inform the Customer without undue delay.

4.16. Where GAMO is to perform activities that could endanger the Customer's data, their integrity, consistency or quality, GAMO shall notify the Customer beforehand of the need to back up such data.

4.17. Notwithstanding any provision of the Contract or the GTC, GAMO shall have the right to collect, monitor and analyze data and other information relating to the provision, use and performance of various aspects of GAMO's platform, Services and related systems and technologies (i.e., anonymized and aggregated information obtained from the Customer). GAMO shall be entitled, both during and after the term of the Contract, to:

- use such information to improve and enhance the GAMO platform, Services and related AI capabilities, or for other development, diagnostic and corrective purposes;
- use such information for promotion of GAMO Services and other offerings; and
- make such information available in aggregated and anonymized form.

5. Rights and Obligations of the Customer and the Customer's Liability

5.1. The Customer shall use the Services and Work only in a manner consistent with the Contract, these GTC, GAMO's instructions and generally binding legal regulations.

5.2. The Customer shall be obliged to pay the price, fees and reimbursements for the Services and Work duly and on time in accordance with the Contract and these GTC.

5.3. The Customer shall acquaint itself with the GTC and the Contract before commencing use of the Services.

5.4. The Customer shall notify GAMO of the names of its Authorized Persons within 10 days after conclusion of the Contract. In the event of changes, the Customer shall promptly inform GAMO in writing.

5.5. The Customer shall inform GAMO in advance of all interventions it plans to make on its information system, as well as interventions by third parties.

5.6. If backup of data is not included in the Contract, it is in the Customer's own interest to ensure such backup at its own expense and risk.

5.7. The Customer shall provide GAMO employees with physical access to the premises where the Customer's information system is operated, or remote access to the hardware and software specified in the Contract, for the time necessary to provide the Services under the Contract.

5.8. The Customer shall provide GAMO with the cooperation necessary to carry out the Contract, in particular information and materials needed to resolve an Incident. GAMO shall not be in default with provision of the Services if the Customer is in default with providing the requested cooperation.

5.9. The Customer shall notify GAMO in writing of any changes in its identification, billing or contact details within 10 days of their occurrence. Failure to do so makes the Customer fully liable for any resulting damage.

5.10. Unless otherwise agreed in the Contract or the GTC, the Customer may, on a monthly basis and by agreement with GAMO, change the method of operation or scope of ordered Services for the next period, e.g., by adding individual components of the Services, subject to GAMO's current service offering.

5.11. The Customer shall not operate, within the Services on its (virtual) server, content that is contrary to the legal order of the Slovak Republic, EU regulations, international treaties, good morals, fair commercial practices or customary practice in the relevant linguistic territory.

5.12. The Customer shall bear full responsibility for the content of its virtual server. GAMO shall have no access to, and no ability to control, such content.

5.13. The Customer shall be liable for damage caused on the Internet or to third parties, in particular through unauthorized access to information, access to foreign systems, distribution of unsolicited messages or other misuse of Internet access.

5.14. The Customer shall bear full responsibility for infringement of third-party rights to computer programs, software products and Works located on its virtual server.

5.15. The Customer shall provide GAMO with the cooperation necessary for the removal of errors or deficiencies in the Services.

5.16. The Customer shall not acquire any rights to GAMO's or third parties' equipment or software used in providing the Services.

5.17. The Customer acknowledges and agrees to protect its login details and other sensitive information provided by GAMO against misuse.

5.18. The Customer shall immediately change the password received from GAMO upon receipt of login details.

5.19. The Customer shall not interfere with settings, source code, perform text or data mining, or otherwise modify GAMO's system. Such acts constitute a material breach of the Contract. The Customer undertakes not to use the Services for unacceptable purposes, including: dissemination of malware, viruses or other harmful code; unauthorized access or attempts to gain access to systems or data; activities disrupting or potentially disrupting integrity or availability of Services; unlawful activities or those supporting unlawful conduct; sending spam or other unsolicited communication; copying, modifying, distributing, selling or renting any part of the Services or GAMO software without GAMO's prior written consent. In case of breach of this Clause, GAMO may immediately suspend Services and claim damages.

6. Delay, Default Interest and Contractual Penalties

6.1. A contracting party shall be in default if it fails to duly and timely fulfil an obligation under the Contract, until proper performance is rendered or the obligation otherwise ceases. A contracting party shall not be in default if it has requested a change in the performance date and the other party has accepted this in writing. The request must be delivered sufficiently in advance and state the reason and substitute date.

6.2. If the Customer causes delays in GAMO's performance or forces GAMO to stop work under the Contract, GAMO shall not be liable for the delay and shall not pay contractual penalties.

6.3. If the Customer fails to pay an advance for the price of the Work or Service, GAMO may change the performance date or suspend performance until the amount is paid or security provided, or until termination of the contractual relationship.

6.4. If the Customer is late with any payment after the due date,

GAMO may charge default interest at 0.05% of the outstanding amount including VAT for each day of delay. Liability for damages caused by the delay is not affected.

6.5. GAMO shall be in default if it fails to perform the Work or Service duly and on time, unless an obstacle extended the performance period.

6.6. If GAMO is late in performing the Work or Service, the Customer may claim a contractual penalty of 0.05% of the price including VAT for each day of delay.

6.7. If the Customer is late in creating conditions for proper performance, enabling access, providing cooperation, or accepting the Work or Service, GAMO may claim a contractual penalty of 0.05% of the agreed price including VAT for each day of delay. Liability for damages caused by such breach is not affected.

6.8. The basis for charging default interest or contractual penalty is GAMO's invoice. Payment is due within 14 calendar days of delivery of GAMO's written demand.

6.9. The basis for calculation of contractual penalties shall be one twelfth (1/12) of the total price paid under the Contract during the last 12 months. If shorter, the basis shall be the average monthly fulfilment for that period.

6.10. GAMO and the Customer may withdraw from the Contract only in cases specified in the Contract, in these GTC, or in the Commercial Code.

7. Personal Data Protection

7.1. GAMO processes the following Personal Data:

- Identification data (first name, surname, username and password, date of birth);
- Contact data (e-mail address, telephone number, permanent residence address);
- Settings data (data in the Customer's account);
- Data from the Customer's evaluation of GAMO's Services;
- Data related to the use of Technical Support/Help Desk or visits to GAMO.

7.2. GAMO declares that in relation to the Customer it acts, when providing Services under these GTC or the Contract, as a processor within the meaning of Article 4(8) GDPR. GAMO has concluded with the Customer a Data Processing Agreement under Article 28(3) GDPR, which prevails over these GTC and the provisions of the Contract. GAMO shall thus be entitled, as the Customer's processor under the GDPR, to process the Customer's Personal Data only on the basis of the Customer's written authorization and instructions.

7.3. If it is subsequently determined (for example, by decisions of the Office for Personal Data Protection, another supervisory authority of an EU Member State, courts, legislative changes, etc.) that GAMO's legal position differs from that specified in Clause 7.2 of the GTC (e.g., that GAMO acts as controller in relation to the Customer), GAMO shall, for that case, provide the following information (Clauses 7.4 to 7.7 of the GTC).

7.4. GAMO shall retain Personal Data for the following periods: - for data processed under Clause 7.3(a), for the duration of the Customer's consent, until withdrawn, but not longer than the period recorded in GAMO's records of processing activities from the date of consent; - for data processed under Clause 7.3(b), for the duration of the Contract; - for data processed under Clause 7.3(c), for the period required by generally binding legal regulations; - for data processed under Clause 7.3(d), for the duration of GAMO's legitimate interest (e.g., limitation periods under Slovak law).

7.5. GAMO provides the Customer's Personal Data to the following recipients: partners operating payment systems; accounting service providers; operators of marketing tools (e.g., Google Analytics); cloud service providers and technology partners (e.g., Microsoft, Google).

7.6. GAMO provides Personal Data to third countries outside the EEA, but only to processors ensuring an adequate level of protection.

7.7. If the Customer is a natural person, it has the following rights under GDPR: access, rectification, erasure, restriction of processing, objection, portability, and the right to lodge a complaint with the Office for Personal Data Protection.

7.8. In all matters relating to Personal Data processing (exercise of rights, complaints, questions), the Customer may contact GAMO's Help Desk. Current contact details are available at https://www.gamo.sk/.

7.9. If the processing of the Customer's Personal Data is based on consent, the Customer may withdraw such consent at any time.

7.10. If the Customer provides GAMO with Personal Data of third parties, it declares it has obtained their consent or is otherwise entitled to provide such data. GAMO is not liable for any damage caused to such third parties as a result of processing.

7.11. This Clause does not apply to data stored by the Customer on GAMO's virtual servers, as GAMO has no access to such content.

7.12. GAMO has implemented appropriate technical and organizational measures, taking into account the nature, scope, context and purposes of processing, as well as risks for data subjects' rights. GAMO demonstrates appropriateness of such measures by its certified information security management system under ISO/IEC 27001:2022 and cloud data protection under ISO/IEC 27018:2019.

8. Confidential Information Protection

8.1. GAMO and the Customer shall treat as confidential all information or data about the other contracting party, whether oral, written or electronic, provided by the disclosing party (the "Disclosing Party") to the receiving party (the "Receiving Party"), unless such information is publicly known. Confidential Information includes, but is not limited to, trade secrets, financial data, business plans, technical information, know-how, processes, customer lists and marketing strategies. The Receiving Party shall not use such information for its own or third-party purposes or misuse it.

8.2. GAMO shall take all measures necessary to ensure that the obligations under this Clause are also fulfilled by all persons on GAMO's side involved in the performance of the Contract. The Customer undertakes, upon request or on its own initiative, to provide GAMO with all cooperation necessary to fulfil these obligations.

8.3. Disclosure of Confidential Information shall not be considered a breach if such information is disclosed to a third party:

- where necessary for exercising rights under the Contract;
- where required by law or an enforceable decision of an authority;
- where necessary in judicial, arbitration, administrative or similar proceedings;
- where the third party is a subcontractor used by GAMO for performance of the Contract.

8.4. Upon the Disclosing Party's request, the Receiving Party shall, without undue delay and no later than 30 days, return or destroy all materials containing Confidential Information and confirm compliance in writing.

8.5. The confidentiality obligations shall survive termination of the Contract and remain effective for 5 years thereafter, unless a longer period is required by law.

8.6. The parties acknowledge that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which damages may be inadequate. The Disclosing Party shall be

entitled to injunctive relief in addition to other remedies.

8.7. If the Receiving Party breaches its confidentiality obligations, the Disclosing Party may charge a contractual penalty up to six times the price of the Service or Work, excluding VAT. Payment or invoicing of such penalty does not affect the right to damages. The penalty shall be due within 14 days from delivery of a written demand.

9. Term of the Contract

9.1. Unless otherwise specified in the Contract, the Contract shall be concluded for an indefinite period. A fixed-term Contract may not be terminated unless expressly agreed in the Contract.

9.2. If the Contract is concluded for a fixed term and neither party notifies the other in writing at least 30 days prior to expiry of the agreed term that it insists on termination of the Contract, the Contract shall remain in force and its duration shall convert from a fixed term to an indefinite period.

9.3. The Contract shall become valid and effective on the date of its signature by both contracting parties, or by the party signing it as the second in order.

9.4. Pursuant to the relevant provisions of the Civil Code in conjunction with Act No. 211/2000 Coll., as amended, if mandatory publication applies to this Contract, the Contract shall become effective on the day following its publication in accordance with the said legislation, unless a later effective date is specified in the Contract.

9.5. The contracting parties shall be entitled to terminate the Contract:

- by written agreement of the contracting parties;
- in the case of a Contract for an indefinite period, by notice of termination with two months' notice, commencing on the first day of the month following delivery of the notice to the other party;
- by unilateral withdrawal pursuant to Clauses 9.6, 9.7 and 17.2 of these GTC.

9.6. Each contracting party shall be entitled to withdraw from the Contract in writing in accordance with the conditions of Act No. 513/1991 Coll., the Commercial Code, as amended. This applies in the event of repeated or material breach of contractual obligations by the other contracting party, but only after a prior written notice specifying the breach and providing a 30-day period to remedy such breach, if not remedied within such period. Withdrawal shall be effective on the day of delivery of the written withdrawal notice to the other contracting party.

9.7. The contracting parties may terminate the Contract with immediate effect, without prejudice to any rights, obligations or liabilities of the contracting parties as at the date of termination, if:

- the other contracting party resolves to enter into liquidation or a court issues an order to that effect;
- the other contracting party ceases to conduct its business or a substantial part of its business; or
- the other contracting party is insolvent, has been granted creditor protection, has entered voluntary liquidation, or is otherwise bankrupt.

All obligations of the contracting parties shall become due, including obligations for Services or Work not provided for the period until expiry of the Contract, and in the case of a Contract for an indefinite period, until the end of the calendar year.

9.8. If the Contract is terminated under Clause 9.5 of the GTC, the Customer shall be obliged to pay GAMO the price for Services or Work until the end of the duration of the Contract.

9.9. Termination of the Contract for any reason shall not affect the validity and duration of the arbitration clause under Clause 19 of these GTC.

10. Special Provisions for Cloud Services

10.1. The provisions of this Clause shall apply with precedence when providing cloud Services. The provisions of this Clause shall prevail over all other parts of these GTC.

10.2. In providing cloud Services, GAMO shall be entitled to change the amount of the price for the Services provided. GAMO shall notify the Customer of such change in writing, by e-mail, or by publication on GAMO's website.

10.3. When providing cloud Services, GAMO shall provide the Customer with assistance and Technical Support via the Help Desk available at https://www.gamo.sk/.

10.4. GAMO shall be entitled temporarily to limit the size of allocated disk space, data transfer speed for the Customer, or other functionalities on its devices to a certain limit, if the Customer's activity threatens or substantially restricts the smoothness or functionality of GAMO's equipment or the services and activities of third parties.

10.5. If the Customer agrees with GAMO on the provision of cloud Services free of charge, such Services may be provided for a maximum period of 2 weeks, unless a longer period is expressly agreed in the Contract.

10.6. Procedure upon termination of the Contract: If the Contract is terminated in any of the ways specified, the Customer shall, in sufficient time and no later than the last day of the Contract's effectiveness, transfer into its own sphere of control, or at its discretion delete, the data/content originally stored on its server (virtual server) provided by GAMO in accordance with the Contract, at its own risk and responsibility. By signing the Contract, the Customer acknowledges and agrees that:

- GAMO shall make the data stored on the allocated server (virtual server) available to the Customer so that the data can be transferred;
- after termination of the Contract, GAMO shall provide the Customer with an additional period, not exceeding 14 days, to enable transfer of the data originally stored on the server (virtual server) provided by GAMO under the Contract;
- GAMO shall not be liable for damage caused to the Customer by failure to comply with its obligations or failure to exercise its rights in this respect;
- GAMO expressly informed the Customer, particularly when concluding the Contract, of the procedure to follow upon termination of the Contract.

10.7. GAMO declares that, on the basis of a license agreement with Microsoft, it is authorized to host and operate Microsoft software products on virtual servers provided to the Customer in accordance with the Contract and these GTC. The Customer shall be entitled to use such products without the need to acquire separate licenses, in accordance with the Contract, these GTC, and Microsoft's licensing terms.

11. Special Provisions for IMS Services

11.1. The provisions of this Clause shall apply with precedence when providing IMS Services. The provisions of this Clause shall prevail over all other parts of these GTC.

11.2. The basis for implementation of the Service shall be the IMS Service Launch Protocol. The protocol may be in paper or electronic form.

11.3. A breakdown and the price of Services provided beyond the scope of the services set out in the IMS Service Specification, and Services whose final monthly price depends on actual consumption, shall be sent by GAMO to the Customer's e-mail address by the 5th day of the month following the month in which the Services were provided. The Customer may raise a justified objection to the breakdown and price of such Services within 3

working days by e-mail to GAMO. If the Customer does not raise an objection within this period, it shall be deemed to have agreed with the breakdown and price of the Services provided. In the event that the Customer raises a justified objection, conciliation proceedings shall immediately take place between GAMO and the Customer. The price of such Services shall be payable in EUR, by non-cash transfer to GAMO's account, on the basis of an invoice issued by GAMO within 5 days of expiry of the period for raising a justified objection or of conclusion of the conciliation proceedings.

11.4. If the Customer requests early termination of a fixed-term Contract before the expiry of the agreed term, the Customer shall pay GAMO a penalty in the amount specified in the Contract, if so stipulated. If no penalty is specified in the Contract, the Customer shall pay a penalty equal to the price of the ordered Services which were to be provided under the IMS Service Specification until the end of the Contract term. The term of the Contract shall be extended by the period during which Services were not provided and billed to the Customer due to non-payment of the Customer's obligations to GAMO.

12. Special Provisions for Service (Support) Services

12.1. The provisions of this Clause shall apply with precedence when providing Service (Support) Services. The provisions of this Clause shall prevail over all other parts of these GTC.

12.2. In the event of a change in the method of operation or scope of the Services in accordance with Clause 5.10 of the GTC, the price of the Services for the following billing period (month/quarter) shall be determined on the basis of a new Annex No. 1 to the Contract or its electronic equivalent.

12.3. If, during the provision of Services, there is a change in the SLA parameters of the Service or in the scope of Services compared to the conditions agreed in this Contract, with an impact on the price of Services for the Fixed Fee, the contracting parties shall be obliged to adjust and agree on the list of managed systems and services, on the basis of which Annex No. 1 to the Contract shall be updated.

12.4. GAMO has implemented appropriate technical and organizational measures having regard to the nature of the Services, as well as to the risks of varying likelihood and severity. GAMO demonstrates the appropriateness of such technical and organizational measures by its certified information security management system in accordance with ISO/IEC 27001:2022.

12.5. If requested by the Customer, GAMO, as a so-called third party, may conclude with the Customer, as an operator of an essential service, an agreement on ensuring compliance with security measures and notification obligations pursuant to Section 19(2) of Act No. 69/2018 Coll. on Cybersecurity and on Amendments to Certain Acts. Such performance shall be subject to separate pricing by GAMO.

13. Special Provisions for SOC Services

13.1. The provisions of this Clause shall apply with precedence when providing SOC Services. The provisions of this Clause shall prevail over all other parts of these GTC.

13.2. GAMO shall be entitled to use subcontractors to fulfil the subject of the Contract.

13.3. GAMO reserves the right to charge additional fees for extra work, as well as for deficiencies on the part of the Customer. This includes in particular: failure to provide proper and timely cooperation, failure to submit information necessary for the provision of services under the Contract, provision of incomplete or incorrect information supplied to the cybersecurity auditor, or changes made by the Customer after commencement of the cybersecurity audit. GAMO shall inform the Customer of such price adjustment in advance, together with a calculation and justification of the change.

13.4. GAMO shall be liable only for actual damage caused by breach of the Contract, up to a maximum amount equal to the remuneration payable for the SOC Services to be provided under the Contract.

13.5. In connection with performance of the Contract, GAMO shall not be liable for any claims of third parties against the Customer.

13.6. The Customer has a contractual relationship solely with GAMO. The Customer shall not have any claims against third parties engaged in the performance of the Contract, with the exception of GAMO.

14. Intellectual Property Rights

14.1. GAMO and its suppliers and/or licensors, as applicable, own and retain all rights, title and interest (including, but not limited to, all patent rights, trademark rights, copyrights, trade secrets and any other intellectual property rights, design rights and the like) in and to:

- the GAMO platform, GAMO services, documentation, and all improvements, enhancements or modifications thereto;
- any software, applications, inventions or other technologies developed in connection with the implementation of GAMO's Services or Work, GAMO's platform or GAMO's support;
- information derived from aggregated and anonymized data; and
- all intellectual property rights related to any of the foregoing.

The Customer agrees that only GAMO shall have the right to improve, alter, modify, adapt or otherwise change GAMO's Services, Work and platform. In the event of any modification by the Customer, or in the event of interconnection with another system, GAMO shall not be liable for any errors and does not guarantee proper functioning of GAMO's services and platform. Any changes, implementations or modifications to GAMO's Services, Work or platform may only be made by GAMO or with GAMO's prior written consent under the conditions set out in such consent.

14.2. GAMO hereby grants the Customer a limited, non-exclusive, non-transferable and revocable license to use the Services or Work solely for the purpose set out in the Contract and for the duration of the Contract. This license is subject to compliance with all terms set out in the Contract and these GTC. The Customer may not:

- copy, modify, distribute, sell or rent any part of the GAMO platform or GAMO Services;
- reverse engineer or attempt to extract the source code of the GAMO platform, except where expressly permitted by law;
- use the GAMO platform or GAMO Services to create competing products or services.

The license granted under this Clause shall automatically terminate upon termination of the Contract for any reason.

14.3. If the Customer breaches its obligations regarding intellectual property rights under this Clause, GAMO may charge a contractual penalty of up to six times the price of the Service or Work, excluding VAT. The exercise of the right to a contractual penalty, or its payment, shall not affect the right to claim damages. The basis for payment of the contractual penalty shall be its invoicing by GAMO. The contractual penalty shall be payable within 14 days from delivery of a written request for payment by GAMO.

14.4. GAMO may issue standard license terms (EULA) for individual applications and software products, the wording of which shall prevail over these GTC.

15. Liability for Damage

15.1. The contracting parties undertake to make every effort to prevent damage and to minimize any damage incurred. Each contracting party shall be liable for damage caused by a breach of its obligations under the Contract and its parts, including these GTC, as well as obligations arising under applicable generally binding legal regulations. A contracting party claiming compensation for damage must credibly demonstrate such damage in writing to the other contracting party.

15.2. The party that caused the damage shall be obliged to compensate the injured party for the actual damage and lost profit. The obligation to compensate for damage shall not affect the obligation to pay an agreed contractual penalty.

15.3. Except as otherwise provided in these GTC regarding exclusion or limitation of liability, the contracting parties shall be mutually liable for damage caused by breach of their statutory or contractual obligations, except where the breach or non-performance was caused by an obstacle that arose independently of the obligor's will and prevented it from fulfilling its obligation.

15.4. Each contracting party shall indemnify the other contracting party against any damage (including expenses and costs, court fees, legal costs, etc.) incurred as a result of any breach of statutory or contractual obligations, or as a result of a representation made by the other contracting party under this Contract that proves to be false or misleading, or as a result of partial or total non-performance or breach of obligations under this Contract.

15.5. GAMO shall be liable to the Customer for damage under this Clause up to an aggregate amount of six times the price including VAT of the Services or Work. Any discounts or reductions of price granted under Clause 18 of the GTC shall be set off against the amount of compensation for damage.

15.6. GAMO shall be liable for loss of data from the Customer's data carriers caused solely by GAMO's own activity. However, GAMO shall not be liable for Events arising from unauthorized interference by the Customer or third parties engaged by the Customer without GAMO's knowledge, where such interference has affected the functioning of the information system.

15.7. GAMO shall not be liable for damage arising from incorrect or otherwise faulty instructions received from the Customer.

15.8. GAMO shall be continuously insured and adequately covered against liability for damage caused by its own operational activities. The Customer shall be entitled to compensation for damage incurred as a result of an insured event caused by GAMO from such insurance coverage.

15.9. The Customer shall bear full responsibility for the content of its virtual server. GAMO has no access to, and no possibility of checking, the content of the Customer's stored data.

15.10. The Customer shall be liable for damage caused on the Internet or to third parties, in particular through unauthorized access to information, unauthorized access to foreign systems, dissemination of unsolicited messages, or other misuse of Internet access, or other unauthorized conduct.

16. Warranty and Claims Conditions

16.1. The Customer's exercise of claims for defects against GAMO shall not entitle the Customer to delay payment of the price.

16.2. After asserting claims for defects, the Customer shall be obliged to provide GAMO with the cooperation necessary to properly examine such defects, in particular to provide information on the occurrence of the defects, give the required explanations, and present the necessary documents.

16.3. GAMO shall be liable for defects in the Work or Service existing at the time of delivery to the Customer. If the Customer is in delay with acceptance of the Work or Service, GAMO shall be liable for defects existing at the time when the Customer was obliged to accept the Work or Service.

16.4. The Customer shall be obliged to inspect the Work or arrange for its inspection as soon as possible after its acceptance in order to verify conformity of the Work with the order. If defects are found during such inspection, the Customer shall be obliged to notify GAMO of such defects in writing without undue delay, but no later than 10 days from acceptance of the Work, otherwise the Customer's right to assert claims for such defects shall lapse.

16.5. In the case of Services, the Customer shall be obliged to verify their functionality to confirm conformity with the order. If defects are found during such verification, the Customer shall notify GAMO in writing without undue delay, but no later than 10 days from acceptance of the Service, otherwise the Customer's right to assert claims for such defects shall lapse.

16.6. Hidden defects that could not have been identified upon inspection of the Work or verification of the Service shall be notified to GAMO without undue delay, but no later than 10 days from discovery of the defects or from the time when such defects should have been discovered with due professional care. In any event, the Customer shall notify GAMO of such defects no later than 12 months from acceptance of the Work or Service by the Customer, or, if the Customer was in delay with acceptance, from the date the Customer was obliged to accept the Work or Service, otherwise the Customer's right to assert claims for such defects shall lapse.

16.7. GAMO warrants that the Work or Service will retain the characteristics making it fit for the agreed or otherwise customary purpose for the warranty period agreed in the Contract (warranty for quality).

16.8. The warranty period shall commence on the date of acceptance of the Work or Service by the Customer. If the Customer is in delay with acceptance, the warranty period shall commence on the date the Customer was obliged to accept the Work or Service.

16.9. Defects in the Work or Service covered by the quality warranty shall be notified by the Customer to GAMO without undue delay, but no later than 10 days from discovery of such defects or from the time when such defects should have been discovered with due professional care. In any event, the Customer shall notify GAMO of such defects no later than the expiry of the warranty period agreed in the Contract, otherwise the Customer's right to assert claims for such defects shall lapse.

16.10. GAMO shall only be liable for defects caused by a breach of its obligations.

16.11. GAMO shall not be liable, in particular, for defects caused by normal wear and tear, accidental destruction or deterioration, improper handling or neglect, excessive load, use contrary to the purpose, mechanical damage caused by the Customer or a third party, unauthorized interference, external influences (water, fire, electricity, etc.), unavoidable or unforeseeable Events, or force majeure.

16.12. Upon discovery of any defect, the Customer shall not be entitled to continue using the Work or Service or its defective part. In the event of breach of this obligation by the Customer, GAMO shall not be liable for subsequent defects caused by continued use of defective Work or Service or its part.

16.13. The Customer shall not be entitled to assert claims for defects of which it was informed by GAMO in writing or orally at the time of conclusion of the Contract, or of which it should have been aware having regard to the circumstances under which the Contract was concluded.

16.14. In the case of unjustified claims for defects (in particular where it is shown that defects do not exist or were not caused by breach of GAMO's obligations), the Customer shall reimburse GAMO for

the costs thereby incurred.

16.15. A warranty shall be provided only if explicitly agreed in the Contract together with the length of the warranty period, which may not exceed 6 months from provision of the Service or from the date the Work should have been accepted. If the obligation to provide a warranty period arises from applicable legal regulations, GAMO shall provide it for a period of 6 months or the minimum statutory period, whichever is shorter.

17. Amendments to the GTC

17.1. GAMO reserves the right to make any unilateral amendments to the GTC during the term of the Contract. GAMO undertakes to notify the Customer of any material amendment to the GTC at least 30 days before the revised GTC take effect, unless the amendment is required by generally binding legal regulation, in which case the notification period may be shorter.

17.2. If GAMO amends the GTC in accordance with Clause 17.1 of the GTC, the Customer shall have the right to withdraw from the Contract without penalty:

- on the date the relevant amendments take effect, or
- within 30 days from notification of the relevant amendments, whichever occurs later.

The Customer shall have the right to withdraw from the Contract without penalty if it does not accept the amendments to the GTC.

17.3. If no notice of withdrawal from the Contract is delivered to GAMO within 10 days from notification under Clause 17.1 of the GTC, the Customer shall not be entitled to withdraw from the Contract for the reasons set out in Clause 17.2 of the GTC, and the revised GTC shall be deemed accepted.

17.4. An amendment to the GTC shall not be deemed a breach of the Contract by GAMO. An amendment to the GTC shall not entitle the Customer, after the revised GTC have taken effect, to fail to duly and timely fulfil its obligations agreed in the Contract, as well as obligations arising under the revised GTC.

17.5. The Contract may be amended only by agreement of both contracting parties in the form of a written amendment to the Contract, unless otherwise agreed in the Contract.

18. Service Level Agreement (SLA)

18.1. Where GAMO provides IMS Services or cloud Services, the Customer shall be entitled to availability of such Services during the agreed period at a level of 99.95% or higher.

18.2. If the Service is unavailable, the Customer shall, without undue delay, notify GAMO by e-mail to GAMO's contact e-mail address of all alleged faults in the Services, including a simple description thereof and identification of the necessary repairs to be performed by GAMO. GAMO's contact e-mail address is published on GAMO's website.

18.3. Notification of an outage must contain a detailed description of the reported fault. The outage shall be addressed either within the statutory period, or depending on its complexity and the technical or administrative difficulty and GAMO's capacity.

18.4. If the availability of the Services under Clause 18.1 of the GTC falls below 99.95%, the Customer shall be entitled to request a discount on the invoiced price for the Service, provided the request is made no later than one month thereafter. Such request for a discount shall not have a suspensive effect, and the Customer shall be obliged to pay the invoiced price in full by the due date of the invoice, tax document or payment request. If the request is upheld, the Customer shall be entitled either to a refund of the overpayment or to a reduction of the price.

18.5. Price reduction for failure to meet SLA:

Monthly Service Availability (%)		Discount from Monthly Fee
99,95 % >	≥ 95,0 %	15 %
95,0 % >	≥ 90,0 %	20 %
90,0 % >		90 %

18.6. Availability shall be monitored on a monthly basis. For the purpose of determining availability of the Service in a calendar month, the following formula shall apply:

$$\text{Service Availability} = \frac{(P - N)}{P} * 100\%$$

where P means the period during which the Service should have been provided to the Customer under the Contract in that month, excluding authorized interruptions and scheduled maintenance notified to the Customer, and N means the period during which the Customer was unable to properly use the Service due to reasons on GAMO's side. Periods shall be counted in full, even partial, minutes, and availability shall be expressed as a percentage rounded up to two decimal places.

18.7. The SLA under this Clause applies exclusively to outages or faults demonstrably caused by GAMO. Monitoring by GAMO shall be decisive. GAMO shall not be liable for faults caused outside its technology (e.g., third-party failures on the route to the Customer). The SLA under this Clause shall not apply to service interruptions caused by force majeure and other unforeseeable Events (e.g., flood, fire, earthquake, terrorist attack, war), by circumstances caused by third-party suppliers (e.g., long-term power outages, telecommunication service outages by third parties), or by unauthorized intervention of a third party in GAMO's hardware, software or portals. GAMO shall not be liable for outages caused by unprofessional intervention by the Customer or its system administrator.

18.8. The supervisory authority is the Slovak Trade Inspection – Inspectorate for the Banská Bystrica Region; https://www.soi.sk/sk/Kontakt.soi.

19. Governing Law and Dispute Resolution (Arbitration Clause)

19.1. All provisions of the Contract and these GTC, as well as all legal relationships established thereby, shall be governed by the laws of the Slovak Republic.

19.2. Legal relationships not expressly regulated by the Contract and the GTC shall be governed by the provisions of the Commercial Code. Slovak law shall apply to legal relationships arising from the Contract and these GTC even if the Customer is a foreigner, foreign entity or stateless person, unless otherwise provided in the Contract.

19.3. All disputes arising from the legal relationship based on the Contract or related to the Contract, including disputes regarding its validity, interpretation and termination, and including disputes concerning non-contractual claims, shall be resolved by arbitration in accordance with the Rules of Procedure of the Arbitration Court of the Slovak Bar Association. The language of arbitration shall be Slovak. The arbitration clause shall be governed by the laws of the Slovak Republic. An arbitral award that is not a review award may be reviewed by another arbitral tribunal. Appointment of the arbitrator shall be entrusted to the Presidium of the Arbitration Court of the Slovak Bar Association. The number of arbitrators shall be one (1).

19.4. Unless otherwise provided in the Contract, all claims arising under the Contract must be asserted in writing against the other party.

20. Delivery of Documents

20.1. Documents shall be delivered personally, by courier service, by post, or by electronic means (e-mail) to the agreed address, to

the registered office address of the other contracting party, or to an address designated by the contracting parties for this purpose. Electronic delivery must be made via e-mail addresses notified by the other contracting party or used during the contracting process.

20.2. Personal delivery shall mean personal receipt of the document by the contracting party, or by a person authorized by the contracting party to receive documents. Written confirmation of receipt shall be prepared.

20.3. If a document is delivered by post and the addressee refuses to accept it, the document shall be deemed delivered on the date of refusal of acceptance. If the addressee is not present at the delivery address, the document shall be deemed delivered on the third day after it has been deposited at the post office, even if the addressee does not learn of its deposit.

20.4. Documents delivered by e-mail shall be deemed delivered on the day following dispatch, unless an earlier date of delivery is proven.

21. Force Majeure

21.1. The contracting parties shall be released from liability for non-performance of their obligations under the Contract if such non-performance is caused by the effect of force majeure. Force majeure shall mean, in particular, natural disasters such as floods, earthquakes, storms, lightning strikes, fires, epidemics, wars, armed conflicts (regardless of whether war has been declared), riots, strikes or other labor unrest, civil commotion, sabotage, widespread power outages, governmental interventions, legislative changes, or other events which the contracting parties could not reasonably have foreseen and prevented under normal circumstances.

21.2. Neither contracting party shall be liable for delay caused by circumstances excluding liability. Circumstances excluding liability shall mean an obstacle that has arisen independently of the obligor's will and prevents it from fulfilling its obligation, where it cannot reasonably be expected that the obligor would avert or overcome such obstacle or its consequences, and that at the time of the obligation's inception such obstacle could have been foreseen. Liability shall not be excluded where the obstacle arose at a time when the obligor was already in default or where it arose from the obligor's economic circumstances.

21.3. The effects excluding liability shall apply only for the period during which the obstacle giving rise to such effects exists. Once the obstacle ceases, the obligor must without undue delay continue to perform its obligations. The application of Section 375 of the Commercial Code shall be excluded.

21.4. A contracting party invoking force majeure shall be obliged to inform the other party without undue delay of the beginning and end of the force majeure event and to use reasonable efforts to minimize its consequences. Failure to notify force majeure in due time shall deprive the contracting party of the right to invoke force majeure.

21.5. If force majeure events last longer than 180 days, either contracting party shall be entitled to terminate the Contract by written notice delivered to the other party, effective as of the date specified in such notice.

22. Final Provisions

22.1. The text of the GTC in the Slovak language shall be binding and shall prevail over the wording of the GTC in any other language. If the Contract or any part thereof is concluded in Slovak and simultaneously in another language, the Slovak text of the Contract or its part shall be decisive, unless the contracting parties expressly agree otherwise.

22.2. The Customer shall not be entitled to transfer/assign the Contract, or any rights, claims, obligations or liabilities under the Contract (even partially), to any third party without GAMO's prior express written consent. GAMO shall be entitled, without the Customer's consent, to transfer/assign the Contract, or any rights, claims, obligations or liabilities under the Contract (in whole or in part), to any third party that, in GAMO's discretion, is capable of duly fulfilling all obligations towards the Customer (the "Provider"). GAMO shall inform the Customer of such transfer/assignment no later than 7 days prior to its effectiveness, specifying the Provider's identification and contact details and the effective date of the transfer/assignment. Upon effectiveness, the Provider shall replace GAMO, and all rights and obligations of the contracting parties shall remain unaffected.

22.3. If any provision of the Contract, the GTC or the price list is or becomes invalid or ineffective, the Customer and GAMO undertake to replace it without delay with a new provision whose meaning shall, as closely as possible, reflect the meaning and economic purpose of the replaced provision.

22.4. All previous GTC and Business Terms of Services of GAMO a.s. provided via the portal or other similar documents shall cease to be valid and effective on the effective date of these GTC, which replace them in their entirety.

22.5. GAMO shall be entitled to issue ancillary contractual arrangements in the form of specific contractual terms, such as consumer rights or information on obligations arising from generally binding legal regulations (e.g., DSA), which form an integral part of these GTC. By concluding the Contract, the Customer gives its consent to the issuance of such documentation. The issuance of such ancillary contractual arrangements in the form of specific contractual terms shall not be governed by the procedure under Clause 17 of the GTC. Such ancillary contractual arrangements shall be valid and effective on the date of their publication on GAMO's website or delivery to the Customer, whether electronically or in paper form. GAMO shall also be entitled to issue binding rules of conduct even when acting as a customer or purchaser of services or goods, provided that such rules are envisaged in the GTC or agreed, even implicitly (e.g., by entering GAMO's premises). Such rules may include, for example, occupational health and safety conditions (OHS), fire protection conditions, and environmental policies. These documents are publicly available on GAMO's website, and the supplier expressly accepts and agrees to comply with them.

22.6. The GTC form an integral part of the Contract and become effective and binding upon conclusion of the Contract or use of the Service.

22.7. These GTC shall become valid and effective as of 01.01.2025.

Annex No. 1 – Definitions of Terms

1.1. **Security Incident** means a harmful Event that results in a threat to or loss of confidentiality of data, destruction of data, breach of system integrity, or limitation or denial of Service availability.

1.2. **Price Calculation/Price/Price of Services** means the price of the ordered Service, i.e., the sum of the prices of all ordered Services. The Price Calculation forms an integral part of the Contract.

1.3. **GAMO's Central Monitoring Server** means a physical or virtual server on which the Customer's central systems and applications intended for the provision of the Service are operated.

1.4. **Cloud Computing** means a Service that serves as a place for hosting and operating required software products, applications and solutions in combination with the Customer's data, which the Customer uses for its own purposes and accesses remotely via the Internet, on the basis of login credentials assigned by GAMO or the Customer.

1.5. **CPU** means a processor providing computing power.

1.6. **Work** means the work created by GAMO for the Customer under the Contract.

1.7. **Disk Space** means disk capacity corresponding to the standard usually required by a Customer of a given type, taking into account GAMO's capabilities and the need to maintain smooth operation of GAMO's equipment. Upon the Customer's request, GAMO may increase disk capacity subject to its capabilities and maintaining smooth operation of its equipment. GAMO reserves the right to refuse repeated increases if such increase would endanger smooth server operation.

1.8. **Temporary Suspension of the Service** means a factual state where the Customer is temporarily unable to use the Service due to an act of GAMO.

1.9. **Confidential Information** means any non-public information that either contracting party designates as "confidential information" or "trade secret," or which, in view of the circumstances known to the other party at the time of disclosure, is to be treated as confidential, or any information whose nature makes it reasonably apparent that it is confidential, including information and facts constituting a trade secret of either party.

1.10. **Fixed Fee** means the monthly (or quarterly) price of the Services ordered by the Customer from GAMO.

1.11. **GAMO** means GAMO a.s., with registered office at Kyjevské námestie 6, 974 04 Banská Bystrica, Company ID: 36033987, registered in the Commercial Register of the District Court Banská Bystrica, Section Sa, Insert No. 550/S. Depending on the context, equivalent terms in the Contract may also be Supplier, Contractor, Provider.

1.12. **Hardware (HW)** means any technical (tangible) component of computers, communication, display, data, control, input, output, network devices or their accessories, or add-ons.

1.13. **Customer's Identification Data** means: for a natural person – first name, surname, academic title, personal identification number, permanent residence address; for a legal entity – name, registered office, company identification number, tax identification number, VAT identification number (if a VAT payer), and the responsible person acting on behalf of the company.

1.14. **Service Implementation** means the performance of technical and software activities under the IMS Service Launch Protocol, resulting in the accepted launch of the Service pursuant to the IMS Service Launch Protocol.

1.15. **IMS** means a Service for Monitoring the Customer's systems, devices and services and handling of arising Incidents. The Service is provided through software and hardware products, applications, services and solutions that collectively enable evaluation of the status of monitored devices, systems and services, provide status information, evaluate and handle Incidents automatically or by GAMO Customer Service operators, and enable the Customer to access control portals via the Internet based on login credentials assigned by GAMO or the Customer.

1.16. **Incident** means a situation in which there is a failure, quality reduction or change of parameters of the operated Service or information system means.

1.17. **Individual Contract** means a contract concluded between a Distributor and an end customer.

1.18. **Information System (IS)** means application software (SW), including any parts and modules, which, under the Contract, are the subject of services.

1.19. **Internet** means the public data network enabling data communication between endpoints, or other forms of communication.

1.20. **GAMO's Website** means the website of GAMO a.s. available at https://www.gamo.sk/.

1.21. **Unit Prices (Price List)** means information on prices for individual Services. Unit prices in the price list are always quoted exclusive of VAT. The price list may form an annex to the Contract.

1.22. **Control Portals** means GAMO's software tools accessible via the Internet, which the Customer may access pursuant to the IMS Service Launch Protocol.

1.23. **Microsoft Online Services** means the set of cloud services provided by Microsoft.

1.24. **Monitoring** means one of the SLA parameters of the Service. It is automated supervision of the Customer's information system for the purpose of immediate identification of the occurrence of an Incident and the causes of the state.

1.25. **Monitoring Activities** means a set of technical and process activities performed by GAMO aimed at checking the status of the Customer's devices, systems and services, and performing subsequent activities under the IMS Service Launch Protocol.

1.26. **Spare Parts** means any spare parts, components, HW, goods or material delivered by GAMO to the Customer upon request, where provision of the Service requires such delivery.

1.27. **Emergency Operation** means restoration of the functionality of the operated Service or solution in the shortest possible time, including through use of an appropriate substitute solution.

1.28. **Customer** means a natural or legal person that has a contractual relationship with GAMO under the Contract. Equivalent terms in the Contract may also be Client, User, Purchaser or Public Contracting Authority.

1.29. **Incident Handling** means a set of technical and process activities carried out by GAMO's Customer Service operators, aimed at handling Incidents identified through monitoring within the Service.

1.30. **Authorized Person** means an employee of the Customer authorized to request user support or Service from GAMO.

1.31. **Personal Data** shall have the meaning set out in Article 4(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).

1.32. **Full Operation** means restoration of the functionality of the operated Service or solution in the required operating mode.

1.33. **Standby Duty** means a combination of agreed Response Time and service coverage.

1.34. **User Support** means one of the SLA parameters of the Service. It is assistance provided by GAMO's technician to the Customer's Authorized Person in resolving a problem.

1.35. **Request** means the Customer's request for provision of a specific Service, or part of a Service.

1.36. **HW Preventive Maintenance** means one of the SLA parameters of the Service. It is regular professional inspection of designated

hardware means of the Customer's information system, to maintain their optimal performance and fault-free state.

1.37. **IMS Service Launch Protocol** means a document in which, under the Contract, the Customer confirms the agreed detailed technical parameters of the Service. The protocol serves as the sole basis for implementation of the Service.

1.38. **Response Time** means one of the SLA parameters of the Service. It is the time from the occurrence of an Event until the first response by a GAMO technician measured within the agreed service coverage. The Event shall be deemed to occur when the Request is logged in GAMO's information system (via e-mail to helpdesk@gamo.sk, call to GAMO's Customer Service/Help Desk, logging by the Customer, or monitoring system report). The first response shall mean the moment a GAMO technician accepts the Request for processing.

1.39. **GAMO Server** means a physical server on which the Customer's virtual servers are operated.

1.40. **Service Level Agreement** (SLA) means a guarantee of availability of agreed Services provided by GAMO.

1.41. **Service Coverage** means one of the SLA parameters of the Service. It is the contractually agreed time window during which GAMO is obliged to log an Event and provide the Customer with user support or Service (e.g., 8x5, 12x7, 24x7).

1.42. **SLO Parameters** (Service Level Objectives) mean parameters defining the level of Service provided, such as response time, service coverage, system monitoring, preventive maintenance, user support, consultancy activities.

1.43. **SOC Services** mean Services provided under a Contract for the provision of audit and professional services.

1.44. **Service/Services** means Services provided by GAMO to the Customer under the Contract.

1.45. **Customer System Management** means a qualified monthly estimate of the scope of GAMO's services necessary for the essential management and maintenance of the Customer's information system.

1.46. **Technical Support/Help Desk** means GAMO's customer care center providing the Customer with technical support and receiving reported events, complaints, claims, requests and other submissions.

1.47. **Technician** means an implementation employee professionally qualified to provide at least basic support to the Customer's Authorized Person.

1.48. **Third Parties** means any persons or entities other than GAMO and the Customer, unless otherwise provided in the Contract or these GTC.

1.49. **Event** means a common designation for operational Incidents and Requests.

1.50. **Force Majeure** shall have the meaning set out in Clause 21 of these GTC.

1.51. **Customer Service Centre (Help Desk)** means GAMO's customer care center providing the Customer with technical support and receiving reported events, complaints, claims, requests and other submissions.

1.52. **Prospective Customer** means a person who expresses an intention to conclude a Contract with GAMO and sends GAMO an order as an expression of will.

1.53. **Contract** means a written agreement concluded between GAMO and the Customer, governing the provision of Services and/or creation of Work, including the rights and obligations of both contracting parties. The Contract may be in paper or electronic form and is binding on both parties. Part of the Contract may be in paper form and part in electronic form. The Contract also includes annexes, unless otherwise provided in the Contract or these GTC.

1.54. **Contract for the Provision of Cloud Services** means a written Contract, regardless of its exact name, concluded between GAMO and the Customer, or the Customer's order, the subject of which is GAMO's obligation to provide the Customer with cloud computing Services specified in the Contract, in the scope, manner and under the conditions agreed in the Contract and these GTC; the Customer's obligation to duly use the Services and pay GAMO remuneration in the amount, manner and under the conditions agreed in the Contract and these GTC.

1.55. **Contract for the Provision of IMS Services** means a written Contract, regardless of its exact name, concluded between GAMO and the Customer, the subject of which is GAMO's obligation to provide the Customer with Services specified in the Contract, in the scope, manner and under the conditions further agreed in the Contract and these GTC; the Customer's obligation to duly use the Service and pay GAMO remuneration in the amount, manner and under the conditions further agreed in the Contract and these GTC.

1.56. **Service Contract** means a written Contract, regardless of its exact name, concluded between GAMO and the Customer, the subject of which is GAMO's obligation to provide the Customer with support, maintenance and service of information systems specified in the Contract, in the scope, manner and under the conditions further agreed in the Contract and these GTC; the Customer's obligation to duly use the Service and pay GAMO remuneration in the amount, manner and under the conditions further agreed in the Contract and these GTC.

1.57. **Contracting Parties** means GAMO and the Customer who have concluded the Contract.

The terms and expressions defined and used in these GTC shall have the same meaning in all contractual relationships between GAMO and the Customer relating to the Work and the Services, unless otherwise provided by generally binding legal regulation or expressly agreed in writing by the contracting parties.