

Gaming Laboratories International



GLI Terms and Conditions





GLI TERMS AND CONDITIONS

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**GLI TERMS AND CONDITIONS****General Terms and Conditions (English)**

Submission Materials: You must provide GLI all necessary documentation, information, software, hardware ("Submission Materials") and technical support to perform the work, including assistance with installation and configuration. You are required to supply any specialized environment, tools or equipment necessary for GLI to perform the work. Lack of sufficient product information and technical support can lead to increased time and costs associated with the projects.

You certify that You are the owner and/or authorized user of the product or submitted information ("Submission Materials") and have all rights and authority necessary to supply such to GLI for performing the Services.

Any submitted source code must be a true, complete and accurate reflection of the software that will be utilized in the field or in any commercial product.

GLI will return Your Submission Materials upon Your request. Request for return of Submission Materials before the Services are complete may render GLI unable to complete the Services. GLI is not and will not be treated in any event as an escrow agent. You are responsible to retain a copy of Your Submission Materials, including but not limited to source code. GLI is not required to retain Your Submission Materials indefinitely or make determinations regarding rightful ownership. GLI may, in its sole discretion, return or destroy Your Confidential Information or other materials You provided to GLI at any time after the completion of Services.

Invoicing: You are responsible for all reasonable travel costs (air, ground travel, accommodations, meals and incidentals) related to this Agreement. Unless specifically included any quoted price does not include these expenses. Travel expenses are charged back to You at cost. Travel time is charged at the hourly rate unless otherwise noted.

If GLI must work more than 8 hours a day to meet Your requests, GLI may charge additional fees.

Invoices issued must be paid within 30 days of invoice date, as published on the invoice itself. A late payment penalty equal to one and a half percent (1.5%) of the outstanding balance may be applied to invoices after the expiration of a 30-day period and one and a half percent (1.5%) monthly thereafter.

Delays and Change Orders: GLI is not responsible for delays associated with Your acceptance of

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a proposal, Your response to a change in scope or a change order, insufficient or inadequate Submission Materials or technical support, increased numbers of compliance reports or Your response to reports or other correspondence, change of technical standards by a regulator, change in Your systems architecture, hardware or software, time zone differences, unusually complex projects or requests for work outside of the scope of work in this Agreement.

Any changes to the obligations of either Party or to any aspect this Agreement will require a written change order signed by both parties that describes the changes and any related cost adjustments (a "Change Order"). A draft Change Order may be issued by either Party or may be generated by GLI at Your request. The Change Order must contain a detailed description of all changes to the original Agreement and any unaltered original Agreement terms shall remain in place. Each Change Order shall be incorporated and is hereby incorporated into, and becomes a part of, this Agreement and is governed by the provisions of this Agreement.

Warranty and Limitation of Liability: GLI WARRANTS THAT ALL SERVICES PROVIDED BY GLI ARE PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED STANDARDS AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE LAWS. EXCEPT FOR THE FOREGOING WARRANTY, THE SERVICES AND ANY REPORTS ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY WHATSOEVER, AND GLI DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS A SOLE REMEDY FOR ANY BREACH OF ANY WARRANTY UNDER THIS AGREEMENT, AT GLI'S OPTION, GLI MAY EITHER REPERFORM SERVICES PROVIDED UNDER THIS AGREEMENT OR REFUND ANY MONIES RECEIVED BY GLI FOR THE SERVICES PROVIDED.

EXCEPT FOR VIOLATIONS OF GLI'S INTELLECTUAL PROPERTY OR CONFIDENTIALITY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUE, LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF CAPITAL, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICES, OR ANY REPORT OR CERTIFICATION PROVIDED BY GLI, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF GLI TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED, IN THE AGGREGATE THE TOTAL AMOUNT PAID TO GLI UNDER THIS AGREEMENT. GLI AND THE RECIPIENT ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED BY GLI HEREUNDER COULD NOT BE RENDERED BY GLI UNDER THE TERMS PROVIDED HEREIN WITHOUT AN INCREASE IN COST IF GLI WAS REQUIRED TO PROVIDE ANY WARRANTIES IN ADDITION TO, OR IN LIEU OF, OR WAS REQUIRED TO ASSUME ANY LIABILITY IN EXCESS OF, THE FOREGOING.

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GLI Intellectual Property: GLI and its licensors are and shall remain the sole owners of all right, title, and interest in an and to GLI's testing methods, procedures, testing software, and all Intellectual Property rights in and related thereto (collectively, "GLI Intellectual Property"). No license or right in or to GLI Intellectual Property is granted to You except as explicitly stated in this Agreement. All rights not explicitly granted to You in or related to GLI Intellectual Property are reserved to and for GLI. You may provide feedback to GLI with respect to the Services. Notwithstanding any provision of the Agreement to the contrary, GLI may use such feedback for any purpose without obligation of any kind. You hereby assign to GLI all right title, and interest in any feedback You provide to GLI, including all Intellectual Property in and related thereto. "Intellectual Property" means any and all of the following in any jurisdiction throughout the world and all rights in, arising out of, or associated therewith: (a) patents, utility models, and applications therefor, and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures; (b) all trade secrets, inventions (whether or not patentable and whether or not reduced to practice), and other rights in know-how and confidential or proprietary information; (c) all mask works, works of authorship and copyrights, registrations and applications therefor, and all other rights corresponding thereto (including moral rights), throughout the world; (d) rights in software (including without limitation APIs, source code, object code, and mark-up language); (e) rights of publicity, personality, identification, or similar personal or group attributes; (f) trade names, logos, common law trademarks and service marks, trade dress, trademark and service mark registrations, and applications therefor and any goodwill associated therewith; and (g) any similar, corresponding, or equivalent rights to any of the foregoing and any other intellectual property or proprietary rights throughout the world.

You agree to maintain and reproduce all copyright, patent, trademark and other notices, including without limitation any disclaimers, on all copies, in any form, of any report in the same form and manner that such copyright and other notices are included on the report. Except as expressly authorized in this Agreement, You shall not make any copies or duplicates of the report or any portion thereof without the prior written permission of GLI.

Confidential Information: Any confidentiality agreement between the Parties is incorporated by reference. In the event there is no confidentiality agreement You agree to the following:

"Confidential Information" shall mean all technical and non-technical information provided by either Party including, but not limited to, information concerning research, development, data, engineering, financial information, testing, testing methodologies, procurement requirements,

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purchasing, product lists, product specifications, production processes and techniques, supplier lists, forecasts, merchandising and marketing plans if such information: (a) is marked "confidential" or "proprietary" itself or by an accompanying contemporaneous communication, or (b) is designated confidential or proprietary by written or electronic communication within ten (10) days following disclosure, or (c) is information that, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary.

Confidential Information shall not include: (a) information that was in the public domain at the time of its disclosure, or that becomes public domain property through no fault of the recipient; (b) that was rightfully in the recipient's possession without any obligation of confidentiality prior to disclosure by the disclosing Party; (c) that is independently developed by the recipient without use of or reference to the disclosing Party's otherwise Confidential Information, or (d) that is received by the recipient from a source independent of the disclosing Party that is not under an obligation of confidentiality with respect to such information.

Each Party may disclose its Confidential Information to the other Party and the Party receiving the disclosing Party's Confidential Information shall: (a) not use the disclosing Party's Confidential Information except for performance of its rights and obligations under this Agreement; (b) use the same degree of care, but not less than a reasonable degree of care, in protecting the disclosing Party's Confidential Information from unauthorized use or publication as it uses to protect its own confidential information; (c) not reverse engineer, disassemble or decompile the disclosing Party's Confidential Information; (d) not export the disclosing Party's Confidential Information without the disclosing Party's prior written consent; and (e) not disclose to any third Party or copy any of the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except that recipient may disclose Owner's Confidential Information to its employees, contractors or professional advisors PROVIDED: (a) said persons have a need to know such Confidential Information; and (b) said persons have a bonafide use for disclosure of such.

Confidential Information by such person inconsistent with the terms of this Agreement shall be a breach of this Agreement for which the recipient shall remain liable; and each such individual is under binding obligations of confidentiality to recipient or the disclosing Party with respect to such Confidential Information no less restrictive than this Agreement. This Agreement shall not be construed to prohibit a disclosure of Confidential Information by the recipient to the extent such disclosure is required under applicable law, as required to do so by regulatory agencies, or by order of a court of law or pursuant to a subpoena or other valid legal request or demand, provided that the recipient gives to the disclosing Party reasonable prior written notice of such disclosure, if allowed by law, and cooperates with the disclosing Party in seeking a protective order or other appropriate relief to protect the confidentiality of such Confidential Information.

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In the event of a breach, or threatened breach, of these confidentiality obligations, the disclosing Party may obtain appropriate equitable relief, including injunction, in addition to whatever remedies it may have at law. The terms, but not the existence, of this Agreement shall be considered Confidential Information of both parties. Nothing herein shall alter or limit the assignments and grants of rights and licenses in and to Intellectual Property in this Agreement.

Notwithstanding any provision to the contrary, any Regulator may reprint, reproduce and transmit any document or information to any party that the regulator, in their sole discretion, deems appropriate. In the event GLI is served a subpoena or is required to attend a legal proceeding related to Your submission, You agree to pay reasonable costs and fees, including any attorneys' fees for GLI to respond. Additionally, You are responsible to file any motion to quash a subpoena or for a protective order.

Notwithstanding any provision to the contrary in these terms and conditions or any referenced confidentiality agreement, any Regulator may reprint, reproduce and transmit any document or information to any party that the regulator, in their sole discretion, deems appropriate. Additionally, GLI may disclose confidential information submitted by You if required to do so by regulatory agencies, pursuant to the laws and regulations of an applicable jurisdiction or by an order of a properly designated Court of Law in a relevant jurisdiction. However, in either case the Parties agree to immediately notify the other party of such a request.

For Analysis of Table Games Only: With respect to analysis of table games, paytables for electronic devices, RNG data, and other undertakings where GLI provides an independent mathematical validation or statistical data analysis, due to complex mathematical processes, approximations and rounding errors that necessarily occur during any mathematical calculation, the results are understood to be reasonable approximations of theoretical results or range approximations with respect to well-known confidence levels.

For Hardware Testing Only: The Electrostatic Discharge Testing performed by GLI is intended only to simulate techniques observed in the field being used to attempt to disrupt the integrity of Electronic Gaming Devices. During the course of testing, GLI checks for marks, symbols or documents indicating that a device has undergone product safety or RoHS compliance testing, if required. GLI also performs a cursory review of information accompanying the items submitted, where possible and when provided, for evidence that the items have undergone compliance testing for Electromagnetic Interference (EMI), Radio Frequency Interference (RFI), Magnetic Interference, Liquid Spills, Power Fluctuations, Electrostatic Immunity, Electro Magnetic Compatibility and Environmental conditions. Compliance with any such regulations related to the aforementioned testing is the sole responsibility of the manufacturer and/or developer of the items submitted; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such non-gaming testing.

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For Reports and Certifications Only: GLI reports are proprietary to both You and GLI. GLI reports contain GLI Confidential Information of commercial value to GLI, the exposure of which to third parties could adversely affect both You and GLI. Accordingly, such Confidential Information is supplied in confidence, on the strict condition that no part of it will be reprinted or reproduced or transmitted to any parties external to the original contract without the prior written approval of both Parties, including, without limitation, to any person or organization which may be in competition with a Party without the prior written approval of that Party .

Any GLI report can only be used in its original whole context for the scope stated in the report. Any alteration renders the report invalid and are strictly prohibited. The test methods used, excluded tests, and actual data showing the test results are available to the Recipient of a GLI report upon written request, all of which shall be confidential information of GLI.

You agree to review the work, analyze it for accuracy and report deficiencies immediately to GLI. GLI has undertaken such work based on its understanding of the Submission Materials.

Following a successful resolution or clarification of the discrepancies noted by GLI in its testing, the product and all information will undergo customary QA and conformity evaluation checks prior to compliance determination. If the submission is determined to conform to the applicable technical standards, an evaluation results Report will be issued. Reports are typically issued 3 - 5 business days after the completion of testing / audit and technical review. If a determination is made that your product does not conform to the appropriate standards, You will be notified.

Under no circumstances should the compliance determination by GLI of any products be construed to imply an endorsement or warranty regarding the functionality, quality or performance of the subject product, including its hardware, software or other components, and no person or party shall state or imply anything to the contrary.

Any GLI Report is issued solely for Your benefit. A GLI Report may not be relied upon for any reason by any person or entity including, but not necessarily limited to, the manufacturer or developer of the items, a non-GLI Laboratory, or a Regulator not named in the Report ("a Third Party") without written permission of GLI and/or any applicable Regulator. You may not make any false or misleading claims regarding a GLI report.

All items identified on the first page of the report are considered certified as of the report date shown on the first page of the original GLI issued Report. All items are certified for use until such time notification is sent indicating that an item is no longer permitted to be used within the jurisdiction specified. By acceptance of the certification report the manufacturer and/or

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developer of the items submitted to GLI hereby agree to the provisions of the GLI Evaluation and Certification Guide (for reports issued from GLI World Headquarters) or the GLI Product Certification Scheme, PC-QS-010 (for reports issued from GLI Europe B.V.). Additional information regarding the validity of this certification can also be obtained via GLIAccess and/or the applicable certification scheme, which is available on the gaminglabs.com website. Use of the Gaming Labs Certified ® mark represents the users agreement to permit, allow and accommodate authorized representatives of GLI to perform a surveillance audit of the use of the Mark and to permit an authorized representative of the American Association of Laboratory Accreditation (A2LA) to perform a surveillance audit, at their discretion and at their expense, to confirm that the use of the Mark in no way implies that A2LA endorses or certifies any of the Marks, services or processes of the company, group or organization requesting the use of the Gaming Labs Certified mark.

Additional Provisions:

- a. You acknowledge that GLI is subject to various regulations imposed by government gaming authorities in a number of jurisdictions around the world. This means that GLI is required to conduct its affairs in a manner which is ethical and in accordance with the regulations imposed by Gaming Authorities. You must not do anything that may jeopardize the eligibility of GLI to hold any license in relation to gaming. GLI reserves the right to terminate this agreement at any time without liability if the continuation of the agreement will jeopardize its ability to be qualified for, hold or maintain any gaming related licenses, permits or approvals with a regulator.
- b. You agree not to hire or attempt to hire, directly or indirectly, any employee of GLI during the Term of this Agreement and for a period of 1 year thereafter. This restriction shall not apply to your general recruiting activities that are not specifically targeted to GLI or its employees and GLI employee responses to such general advertisements for employment.
- c. GLI is an independent contractor. Neither party shall be deemed to be an agent, employer or representative of the other. Unless restricted by regulation, GLI reserves the right to assign staff from any GLI laboratory.
- d. Both parties warrant that no part of the price for this Agreement has been paid, directly or indirectly, to an employee of either party in connection with any work contemplated or performed in relationship to this Agreement.
- e. The provisions of this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any Third Party (including any third party beneficiary rights).
- f. The failure of GLI to assert any or all of its rights under this agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from the acceptance of any payment or service.

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- g. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, the Services, or any report or certification resulting from the Services, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed by, and enforced in accordance with, the internal laws of the jurisdiction where the GLI laboratory accepting Your submission is located, including its statutes of limitation and excluding its conflicts of law rules. Any action between the parties will be venued solely in a state or federal court situated within the Courts of that jurisdiction, and You irrevocably submit Yourself to the personal jurisdiction of such courts for such purpose.
- h. Neither party will be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay is wholly or principally caused by acts or events beyond its reasonable control and mitigation, which may include, without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots or strikes. Both parties will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and upon the cessation of the cause diligently pursue performance of their respective obligations under this Agreement.
- i. This Agreement together with the information explicitly referred to or linked to by this Agreement, all of which are incorporated herein, sets forth the entire agreement and understanding between GLI and You regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. You acknowledge that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement.
- j. If any part of this agreement is held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- k. You, the manufacturer and/or developer of the items submitted are solely responsible to apply for, obtain and maintain all necessary gaming licensure in each jurisdiction in which You do business, including state and tribal jurisdictions, where applicable. GLI is required by law to perform due diligence on any person or entity that it does business with. You agree to disclose to GLI if You are collaborating with another entity on Your submission.
- l. You may not assign Your rights or obligations under this Agreement without the express written consent of GLI.

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**GLI TERMS AND CONDITIONS****General Terms and Conditions (Bulgarian Translation)****Общи условия (български език)**

Материали за предаване: Трябва да предоставите на GLI цялата необходима документация, информация, софтуер, хардуер („Материали за предаване“) и техническа поддръжка за извършване на работата, включително съдействие при инсталирането и конфигурирането. Необходимо е да предоставите специализирана среда, инструменти или оборудване, необходими на GLI за извършване на работата. Липсата на достатъчно информация за продуктите и техническа поддръжка може да доведе до увеличаване на времето и разходите, свързани с проектите.

Вие удостоверявате, че сте собственик и/или законен потребител на продукта или предоставената информация („Материали за предаване“) и имате всички права и пълномощия, необходими за предоставянето им на GLI за извършване на Услугите.

Всеки подаден изходен код трябва да бъде истинско, пълно и точно отражение на софтуера, който ще се използва в областта или в който и да е търговски продукт.

При заявка от Ваша страна GLI ще Ви върне Материалите за предаване. Заявка за връщане на Материалите за предаване преди завършване на Услугите може да възпрепятства GLI при извършване на Услугите. GLI не е и при никакви обстоятелства няма да бъде считана за ескроу агент. Ваша е отговорността да съхраните копие от Материалите за предаване, включващи, но не ограничаващи, изходния код. GLI няма задължението да съхранява Вашите Материали за неопределен период или да взема решения във връзка с правото на собственост. GLI може по своя преценка да върне или унищожи Вашата Поверителна информация или други материали, които сте предоставили на GLI, по всяко време след завършване на Услугите.

Фактуриране: Всички основателни пътни разходи (пътуване по въздух, по земя, настаняване, храна и дребни покупки), свързани с настоящото Споразумение, са Ваша отговорност. Освен ако изрично не са включени, посочената цена не включва тези разходи. Пътните разходи ще Ви бъдат префактурирани по себестойност. Времето на пътуване се таксува по часовата ставка, освен ако не е посочено друго.

Ако се наложи GLI да работи повече от 8 часа на ден, за да изпълни Вашите изисквания, GLI може да начисли допълнителни разходи.

Издадените фактури трябва да бъдат платени в рамките на 30 дни от датата на фактурата

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(посочена на самата фактура). След изтичане на 30-дневния период, към фактурата може да се начисли санкция , равняваща се на един процент и половина (1,5%) от дължимата сума и един процент и половина (1,5%) месечно впоследствие.

Забавяне и промяна на поръчки: GLI не носи отговорност за закъсненията, свързани с приемане на предложението от Ваша страна, Вашият отговор при промяна в обхвата или заявка за промяна, непълни или непълноценни Материали за предаване или техническа поддръжка, увеличен брой доклади за съответствие или Вашият отговор на доклади или друга кореспонденция, промяна в техническите стандарти от регулатор, промени в системната Ви архитектура, хардуер или софтуер, разлики в часовите зони, необичайно сложни проекти или заявки за работа извън обхвата на работата по това Споразумение.

За каквито и да било промени в задълженията на страните или по отношение на всеки аспект на настоящото Споразумение се изисква писмена заявка за промяна, подписана от двете страни, в която се описват промените, както и всякакви произтичащи от това корекции в цената („Заявка за промяна“). Чернова на заявката за промяна може да бъде издадена от която и да е от страните или да бъде генерирана от GLI по Ваше искане. Заявката за промяна трябва да съдържа подробно описание на всички промени по първоначалното Споразумение, а всички непроменени условия на първоначалното Споразумение остават в сила. Всяка Заявка за промяна се включва и се превръща в част от настоящото Споразумение и се урежда съгласно разпоредбите на настоящото споразумение.

Гаранция и ограничаване на отговорността: GLI ГАРАНТИРА, ЧЕ ВСИЧКИ УСЛУГИ, ПРЕДОСТАВЯНИ ОТ GLI, СЕ ИЗВЪРШВАТ В СЪОТВЕТСТВИЕ С УСТАНОВЕНИТЕ И ПРИЗНАТИ СТАНДАРТИ И С РАЗУМНА ГРИЖА, В СЪОТВЕТСТВИЕ С ПРИЛОЖИМИТЕ ЗАКОНИ. С ИЗКЛЮЧЕНИЕ НА ГОРНАТА ГАРАНЦИЯ, УСЛУГИТЕ И ДОКЛАДИТЕ СЕ ПРЕДОСТАВЯТ „В ИЗХОДЕН ВИД“ И БЕЗ КАКВАТО И ДА БИЛО ГАРАНЦИЯ, КАТО GLI НЕ ДАВА КАКВИТО И ДА БИЛО ДРУГИ ГАРАНЦИИ, ИЗРИЧНИ ИЛИ ПО ПОДРАЗБИРАНЕ, ВКЛЮЧВАЩИ, НО НЕ И ОГРАНИЧАВАЩИ СЕ ДО ГАРАНЦИИ ЗА ПРАВОТО НА СОБСТВЕНОСТ, ЗА НЕНАРУШЕНИЕ НА ПРАВОТО НА ИНТЕЛЕКТУАЛНА СОБСТВЕНОСТ, ПРОДАВАЕМОСТ ИЛИ ПРИГОДНОСТ ЗА ОПРЕДЕЛЕНА ЦЕЛ. КАТО ЕДИНСТВЕНО СРЕДСТВО ЗА ПРАВНА ЗАЩИТА ЗА ВСЯКО НАРУШЕНИЕ НА ГАРАНЦИЯ СЪГЛАСНО НАСТОЯЩОТО СПОРАЗУМЕНИЕ, GLI МОЖЕ ПО СВОЯ ПРЕЦЕНКА ДА ИЗВЪРШИ ПОВТОРНО УСЛУГИ, ПРЕДОСТАВЯНИ СЪГЛАСНО НАСТОЯЩОТО СПОРАЗУМЕНИЕ ИЛИ ДА ВЪЗСТАНОВИ СУМИ, КОИТО СА Ѐ БИЛИ ИЗПЛАТЕНИ ЗА ПРЕДОСТАВЕНИТЕ УСЛУГИ.

С ИЗКЛЮЧЕНИЕ НА СЛУЧАИТЕ НА НАРУШЕНИЕ НА ИНТЕЛЕКТУАЛНАТА СОБСТВЕНОСТ НА GLI ИЛИ НА ПРАВАТА ЗА ПОВЕРИТЕЛНОСТ, НИКОЯ СТРАНА НЯМА ДА НОСИ ОТГОВОРНОСТ

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СПРЯМО ДРУГАТА ЗА СПЕЦИАЛНИ, ПОСЛЕДВАЩИ, НЕПРЕДВИДЕНИ, НАКАЗАТЕЛНИ ИЛИ КОСВЕНИ ЩЕТИ, ВКЛЮЧИТЕЛНО БЕЗ ОГРАНИЧЕНИЕ, ЗАГУБА НА ПРИХОДИ, ПРОПУСНАТИ ПОЛЗИ, ПРЕКЪСВАНЕ НА СТОПАНСКАТА ДЕЙНОСТ ИЛИ ЗАГУБА НА КАПИТАЛ, ПРОИЗТИЧАЩИ ОТ ИЛИ СВЪРЗАНИ С ТОВА СПОРАЗУМЕНИЕ, УСЛУГИТЕ, ИЛИ ДОКЛАДИТЕ ИЛИ СЕРТИФИКАТИТЕ, ПРЕДОСТАВЯНИ ОТ GLI, НЕЗАВИСИМО ОТ КАКВОТО И ДА БИЛО УВЕДОМЛЕНИЕ ЗА ВЪЗМОЖНОСТТА ЗА КОМПЕНСАЦИЯ НА ТАКИВА ЩЕТИ. ПРИ НИКАКВИ ОБСТОЯТЕЛСТВА ОБЩОТО ЗАДЪЛЖЕНИЕ НА GLI КЪМ ВАС ЗА ВСИЧКИ ЩЕТИ, ЗАГУБИ И ОСНОВАНИЯ ЗА ПРЕДЯВЯВАНЕ НА ПРЕТЕНЦИИ (НЕЗАВИСИМО ДАЛИ ПО ДОГОВОР ИЛИ ПРИ ЗАКОНОНАРУШЕНИЕ, ВКЛЮЧИТЕЛНО, НО НЕ ЕДИНСТВЕНО, НЕБРЕЖНОСТ ИЛИ ДРУГИ ОСНОВАНИЯ) НЕ МОЖЕ ДА ПРЕВИШИ ОБЩАТА СУМА, ПЛАТЕНА НА GLI ПО СИЛАТА НА НАСТОЯЩОТО СПОРАЗУМЕНИЕ. GLI И ПОЛУЧАТЕЛЯТ ПРИЕМАТ И СЕ СЪГЛАСЯВАТ, ЧЕ УСЛУГИТЕ, ПРЕДОСТАВЕНИ ОТ GLI ПО СИЛАТА НА НАСТОЯЩОТО СПОРАЗУМЕНИЕ НЕ МОГАТ ДА БЪДАТ ПРЕДОСТАВЕНИ ОТ GLI СЪГЛАСНО УСЛОВИЯТА, ПРЕДВИДЕНИ В НАСТОЯЩЕТО СПОРАЗУМЕНИЕ БЕЗ УВЕЛИЧЕНИЕ НА РАЗХОДИТЕ, ПРИ УСЛОВИЕ ЧЕ Е НЕОБХОДИМО GLI ДА ПРЕДОСТАВИ ГАРАНЦИИ В ДОПЪЛНЕНИЕ КЪМ, ИЛИ ВМЕСТО, ИЛИ СЕ ИЗИСКВА ДА ПОЕМЕ КАКВАТО И ДА БИЛО ОТГОВОРНОСТ В ДОПЪЛНЕНИЕ КЪМ ПРЕДХОДНОТО.

Интелектуална собственост на GLI: GLI и нейните лицензодатели са и ще останат изключителни притежатели на всички права на собственост, ползване и разпореждане с методите на тестване, процедурите, тестовия софтуер и всички права на интелектуална собственост и свързаните с тях права (общо наричани „Интелектуална собственост на GLI“). Никакъв лиценз или право на Интелектуална собственост на GLI не Ви се предоставят, освен ако изрично не е указано в настоящото Споразумение. Всички права, които не са Ви изрично предоставени с или във връзка с Интелектуалната собственост на GLI, са запазени за GLI. Можете да предоставите обратна информация на GLI по отношение на услугите. Независимо от каквато и да било разпоредба на настоящото Споразумение за противното, GLI може да използва такава обратна връзка за всякакви цели, без да поема каквито и да било ангажименти. С настоящото Вие отстъпвате на GLI всички права на собственост, ползване и разпореждане върху всяка обратна връзка, която предоставяте на GLI, включително правото на Интелектуална собственост върху и свързано с нея. „Интелектуална собственост“ означава всяко и всички от изброените по-долу за всяка юрисдикция по света и всички права върху, произтичащи от или свързани с: (a) патенти, полезни модели и заявки за тях, както и всякакви преиздавания, разделения, преразглеждания, подновявания, продължавания, временни свидетелства, удължавания и частични удължавания и еквивалентни или сходни права навсякъде по света за открития и изобретения, включително разкриване на изобретението; (b) всички търговски тайни, изобретения (независимо дали подлежат на патентоване и дали са доведени до практическа реализация) и други права в уменията и знанията и поверителна или частна информация; (c) всички промишлени образци, оригинални авторски произведения и

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авторски права, регистрации и заявления и всички останали съответстващи им права (включително морални права) по целия свят; (d) права върху софтуер (включително, без ограничение, API, изходен код, обектен код и маркиращ език); (e) права за публично ползване, права, свързани с личността, идентификация или подобни лични или групови атрибути; (f) търговски наименования, лога, нерегистрирани търговски марки и марки за услуги, регистрация на търговския вид на продукта, търговски марки и марки за услуги, както и заявленията за тях и репутацията, свързана с тях; и (g) всички подобни, съответстващи или еквивалентни на някое от горепосочените права и всякакви други права на интелектуална собственост или права на собственост по света.

Вие се съгласявате да съхранявате и възпроизвеждате всички означения за авторски права, патенти, търговски марки, включително без ограничение, клаузи за отказ от отговорност, върху всички копия, под каквато и да е форма, на всеки доклад в същата форма и начин, както такива означения за авторски и други права са включени в доклада. Освен ако не бъдете изрично упълномощени в настоящото Споразумение, няма да правите каквито и да било копия или дубликати на доклада или части от него без предварителното писмено разрешение на GLI.

Поверителна информация: Всяко споразумение за поверителност между Страните е включено чрез позоваване. В случай че няма споразумение за поверителност, Вие се съгласявате със следното:

„Поверителна информация“ означава цялата техническа и нетехническа информация, предоставена от която и да е от Страните, включваща, но не единствено, информация относно научни изследвания, разработки, данни, инженеринг, финансова информация, изпитвания, тестване, методологии за изпитване, изисквания за възлагане на обществени поръчки, покупка, продуктови спецификации, производствени процеси и техники, списъци с доставчици, прогнози, маркетингови и търговски планове, ако такава информация: (a) е обозначена като или в съпътстващо съобщение е определена като „поверителна“ или „защитена“, или (b) е определена като поверителна или защитена в писмено или електронно съобщение в рамките на десет (10) дни след оповестяването, или (c) информация, която при дадените обстоятелства лице, което прави обоснована икономическа преценка, би счело за поверителна или защитена.

Поверителната информация не включва: (a) информация, която е била публично достояние по време на нейното разкриване, или която става публично достояние без вина на получателя; (b) която е била законно на разположение на получателя без каквото и да било задължение за поверителност, преди да бъде разкрита от разкриващата Страна; (c) която е независимо разработена от получателя, без употребата или позоваването на иначе

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поверителна информация на разкриващата Страна, или (d) получена от получателя от източник, независим от разкриващата Страна, който не е задължен да спазва поверителност по отношение на тази информация.

Всяка Страна може да разкрие своята Поверителна информация на другата Страна, а Страната, получаваща Поверителната информация на разкриващата страна, се задължава: (a) да не използва Поверителната информация на разкриващата Страна, освен за изпълнение на нейните права и задължения съгласно настоящото Споразумение; (b) да използва същата степен на грижа, но не по-малко от разумна грижа, за защита на Поверителната информация на разкриващата Страна от неразрешена употреба или публикуване, която тя използва, за да защити собствената си Поверителна информация; (c) да не пресъздава, разглобява или декомпилира Поверителната информация на разкриващата Страна; (d) да не експортира Поверителната информация на разкриващата Страна, без предварителното писмено съгласие на разкриващата Страна; и (e) да не разкрива на трета Страна или да копира Поверителната информация на разкриващата Страна, без предварителното писмено съгласие на Страната, с изключение на случаите, в които получателят разкрива Поверителната информация на своите служители, изпълнители или професионални консултанти, ПРИ УСЛОВИЕ ЧЕ: (a) е необходимо посочените лица да знаят такава Поверителна информация; и (b) посочените лица използват добросъвестно такава информация за разкриване.

Поверителна информация от такова лице в противоречие с условията на това Споразумение се счита за нарушение на това Споразумение, за което получателят носи отговорност; и всяко такова лице е обвързано със задължение за спазване на поверителност към получателя или разкриващата страна по отношение на такава Поверителна информация, което е не по-малко ограничаващо от настоящото Споразумение. Настоящото споразумение не следва да се тълкува като забрана за разкриване на Поверителна информация от получателя, доколкото такова разкриване се изисква съгласно приложимото законодателство, съгласно изискване на регулаторните агенции, или по нареждане на съда или по силата на призовка или друго валидно правно искане или заявка, при условие че получателят предоставя на оповестящата Страна разумно предварително писмено известие за такова разкриване, ако това е разрешено от закона, и сътрудничи на разкриващата страна при търсене на обезпечителна мярка или друго подходящо облекчение за защита на поверителността на такава Конфиденциална информация. В случай на нарушение или заплаха от нарушение на тези задължения за поверителност, разкриващата Страна може да получи подходящо справедливо обезщетение, включително разпореждане, в допълнение към останалите средства за правна защита, с които разполага по закон. Условията, но не и съществуването на това Споразумение, се считат за Поверителна информация на двете страни. Нищо в настоящия

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раздел не променя или не ограничава преотстъпването и предоставянето на права и лицензи за интелектуална собственост съгласно това Споразумение.

Независимо от всяка разпоредба с обратен смисъл, всеки Регулатор може да препечатва, възпроизвежда и предава всеки документ или информация на която и да е страна, която регулаторът по своя преценка счита за подходяща. Вие се съгласявате да заплатите разумни разходи и такси, включително адвокатски хонорари, за отговор от страна на GLI. В случай че на GLI бъде връчена призовка или искане за явяване на съдебно производство във връзка с Вашия продукт (материали), Вие се съгласявате да заплатите съответните сметки и такси, включително такси за адвокати за отговор на GLI. Освен това Ваша е отговорността да подадете писмена молба за отмяна на призовка или за защитна мярка.

Независимо от всяка разпоредба с обратен смисъл, съгласно настоящите условия или всяко споменато споразумение за поверителност, всеки Регулатор може да препечатва, възпроизвежда и предава всеки документ или информация на която и да е страна, която регулаторът по своя преценка счита за подходяща. Също така, GLI може да разкрива поверителна информация, предоставена от Вас, ако това се изисква от регулаторните агенции съгласно законите и подзаконовите актове на приложима юрисдикция или по нареждане на надлежно определен съд в съответната юрисдикция. Въпреки това и в двата случая Страните се съгласяват незабавно да уведомят другата страна за такова искане.

Само за анализ на игри на маса: По отношение на анализа на игрите на маса, таблиците на плащанията за електронни устройства, данните от генераторите на случайни числа и други случаи, в които GLI осигурява независима математическа валидация или анализ на статистически данни, поради сложни математически процеси, приближения и грешки при закръгляване, които неизбежно възникват при математическите изчисления, резултатите се тълкуват като разумно приближение към теоретичния резултат или приближение към обхвата на базата на общоизвестни равнища на надеждност.

Само за тестване на хардуер: Тестването за електростатичен разряд, извършван от GLI, има за цел единствено да симулира наблюдаваните техники, използвани за опит за нарушаване на целостта на електронните игрални устройства. В хода на тестването GLI проверява маркировки, символи или документи, показващи, че устройството е преминало изпитване за безопасност на продуктите или, при необходимост, проверка на съответствието с изискванията на директивата RoHS. GLI извършва също бърз преглед на информацията, съпътстваща предадените изделия, когато е възможно и където е предоставена, като доказателство, че изделията са преминали тестване за съответствие за електромагнитни смущения (EMI), радиочестотна интерференция (RFI), магнитна интерференция, изпускане на вредни течности, колебания в електрозахранването, устойчивост на електростатични

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разряди, електромагнитна съвместимост и въздействие върху околната среда. Спазването на такива разпоредби, свързани с горепосоченото изпитване, е отговорност единствено на производителя и/или разработчика на предоставените изделия; GLI не поема никаква отговорност, не прави никакви изявления и отхвърля всяка отговорност по отношение на всички подобни тествания, които не са свързани с игрите.

Само за доклади и сертификати: Собственик на докладите на GLI сте Вие и GLI. Докладите на GLI съдържат Поверителна информация на GLI с търговска стойност за GLI, чието разкриване пред трети страни може да се отрази неблагоприятно както на Вас, така и на GLI. В тази връзка, подобна Конфиденциална информация се предоставя поверително, при условие, че никоя част от нея няма да бъде препечатвана или възпроизвеждана или предадена на страни, които не са страни по първоначалния договор, без предварителното писмено съгласие на двете Страни, включително, без ограничение, на лице или организация, които може да са в конкуренция с някоя от Страните, без предварителното писмено одобрение на тази Страна.

Всеки доклад на GLI може да се използва само в цялостния си оригинален контекст за целите, посочени в доклада. Всякакви промени правят доклада невалиден и са строго забранени. Използваните методи за изпитване, изключените тестове и актуалните данни, показващи резултатите от теста, са на разположение на получателя на доклада при писмена заявка, като всички те са поверителна информация на GLI.

Вие се съгласявате да прегледате работата, да оцените нейната точност и да докладвате незабавно на GLI за всякакви пропуски. GLI поема такава задача въз основа на своето разбиране за Материалите за предаване.

След успешното отстраняване или изясняване на несъответствията, установени от GLI при тестването, продуктът заедно с цялата информация ще премине през обичайни проверки за оценка на качеството и проверка за съответствие преди окончателно установяване на съответствието. Ако се счете, че материалите са в съответствие с приложимите технически стандарти, ще бъде издаден Доклад за резултатите от оценката. Докладите обикновено се издават за 3 до 5 работни дни след приключване на тестването/ проверката и техническия преглед. Ако се установи, че Вашият продукт не отговаря на съответните стандарти, ще бъдете уведомени.

При никакви обстоятелства установяването на съответствие от страна на GLI на всички продукти не трябва да се тълкува като означаващо одобрение или гаранция относно функционалността, качеството или производителността на продукта, включително неговия хардуер, софтуер или други компоненти и никое лице или страна няма да заявява или

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предполага каквото и да било в противоположен смисъл.

Всеки Доклад на GLI се издава единствено за Ваше ползване. На Доклада на GLI не може да се позовава в никаква връзка лице или организация, включително, но не единствено, производителят или разработчикът на продуктите, лаборатория, която не е на GLI, или Регулатор, който не е посочен в Доклада („Трета Страна“) без писмено разрешение на GLI и/или на компетентен Регулатор. Нямайте право да изказвате неверни или подвеждащи твърдения относно доклад на GLI.

Всички елементи, посочени на първа страница в доклада, се считат за сертифицирани към датата на доклада, посочена на първа страница в оригиналния доклад, издаден от GLI. Всички елементи са сертифицирани за употреба, докато не бъде изпратено уведомление, указващо, че даден продукт вече не е разрешен за употреба в рамките на указаната юрисдикция. Чрез приемането на доклада за сертифициране производителят и/или разработчикът на продуктите, представени на GLI, се съгласяват с разпоредбите на Ръководството за оценка и сертифициране на GLI (за доклади, издадени от Световната централа на GLI) или Схемата за сертифициране на продукти на GLI, PC-QS- 010 (за доклади, издадени от GLI Europe B.V.). Допълнителна информация относно валидността на това сертифициране може да бъде получена и чрез GLIAccess и/или приложимата схема за сертифициране, която е достъпна на уебсайта на gaminglabs.com. Използването на марката Gaming Labs Certified ® представлява съгласието на потребителите за позволяване, разрешаване и настаняване на упълномощени представители на GLI за извършване на надзорен одит на използването на марката и за разрешаване на упълномощен представител на Американската асоциация за акредитация на лаборатории (A2LA) да извършат надзорен одит, по своя преценка и за своя сметка, с цел да се потвърди, че използването на марката по никакъв начин не означава, че A2LA одобрява или удостоверява някоя от марките, услугите или процесите на компанията, групата или организацията, изискващи използването на марката Gaming Labs Certified.

Допълнителни разпоредби:

- а. Вие се съгласявате, че GLI е обект на различни разпоредби, наложени от правителствените органи по хазарта в редица юрисдикции по света. Това означава, че от GLI се изисква да извършва своята дейност съобразно етичните норми и в съответствие с правилата, налагани от органите по хазарта. Не трябва да правите нищо, което би могло да застраши притежаваните от GLI лицензи за хазартни игри. GLI си запазва правото да прекрати това споразумение по всяко време, без да носи отговорност, ако продължаването на споразумението ще застраши нейната способност да изпълни критериите, да притежава или поддържа лицензи, разрешителни или одобрения, свързани с хазартни игри, от регулатор.

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- b. Вие се съгласявате да не наемате или да правите опити да наемате пряко или непряко служител на GLI в течение на срока на настоящото Споразумение и за период от една година след това. Това ограничение не важи по отношение на Вашите дейности от общ характер по набиране на персонал, които не са конкретно насочени към GLI или нейните служители и реакциите на служителите на GLI на такива общи обяви за работа.
- c. GLI е независим изпълнител. Нито една от страните не се счита за агент, работодател или представител на другата. Освен ако не съществуват регулаторни ограничения, GLI си запазва правото да назначава служители от всяка GLI лаборатория.
- d. И двете страни гарантират, че никаква част от цената на това Споразумение не е изплатена, пряко или непряко, на служител на някоя от страните за работа, планирана или изпълнена във връзка с това Споразумение.
- e. Разпоредбите на настоящото Споразумение са в интерес единствено на Страните и техните правоприменници и цесионери и няма да се тълкуват като предоставящи права на която и да било Трета Страна (включително права на трето лице бенефициер).
- f. Неупражняването от страна на GLI на някои или всички права по силата на това споразумение няма да се счита за отказ от такива права, нито в резултат на приемането на плащане или услуга ще се подразбира какъвто и да било отказ от права.
- g. Това Споразумение и всички искове или основания за предявяване на претенции (независимо дали по договор или при правонарушение или деликт), които могат да се основават, да възникнат или да се отнасят до настоящото Споразумение, Услугите или до доклад или сертификат, произтичащ от Услугите, или договарянето или изпълнението на настоящото Споразумение (включително всяка претенция или основание за предявяване на претенция въз основа на, произтичащи от или свързани със изявление или гаранция, съдържащи се в или във връзка с това Споразумение или като подбуда за сключване на това Споразумение), се уреждат от и изпълняват в съответствие със законите на юрисдикцията, в която се намира лабораторията на GLI, където се приема Вашия продукт, включително давностните срокове и изключвайки стълкновителните норми. Всяко действие между страните ще се разглежда единствено от държавен или федерален съд, намиращ се в съдилищата на тази юрисдикция, и Вие неотменимо приемате изключителната компетентност на юрисдикцията на такива съдилища за тази цел.
- h. Някоя от страните няма да носи отговорност пред другата за неизпълнение или забава в изпълнението на задълженията, когато такова неизпълнение или забава в изпълнението е причинено изцяло или основно от действия или събития извън нейния контрол и мерки за смекчаване на негативните последствия, които могат да включват, без ограничение, природни бедствия, действия на граждански и военни

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органи, пожари, наводнения, земетресения или други природни бедствия, война, бунтове или стачки. Двете страни, обаче, ще положат всички разумни усилия за отстраняване или премахване на такава причина за забавяне или неизпълнение и при отпадане на причината стриктно ще изпълняват съответните си задължения по настоящото Споразумение.

- i. Настоящото Споразумение заедно с информацията, изрично упомената или свързана с настоящото Споразумение, всички от които са включени в настоящото, съставлява цялото споразумение и договореност между GLI и Вас относно неговия предмет и замества всички предварителни изявления, съобщения, твърдения, предложения, преговори, дискусии, разбирания или споразумения, отнасящи се до същия предмет. Вие потвърждавате, че не сте били принуждавани да сключвате това Споразумение чрез никакви изявления или твърдения, в устна или писмена форма, които не се съдържат изрично в това Споразумение.
- j. Ако някоя част от настоящото споразумение се счита за невалидна, незаконна или неприложима, валидността, законността и приложимостта на останалите разпоредби няма да бъдат засегнати или нарушени по никакъв начин.
- k. Вие, производителят и/или разработчикът на предадените продукти единствено носите отговорност за кандидатстването, получаването и поддържането на всички необходими лицензи за хазартни игри при всяка юрисдикция, където развивате стопанска дейност, включително щатски и племенни юрисдикции, където е приложимо. По закон GLI е задължена да направи комплексна проверка на всяко лице или стопански субект с които работи. Вие се съгласявате да информирате GLI, в случай че си сътрудничите с друг стопански субект във връзка с Вашия продукт.
- l. Вие нямате право да прехвърляте правата или задълженията си по това Споразумение без изричното писмено съгласие на GLI.

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**GLI TERMS AND CONDITIONS****General Terms and Conditions (Croatian Translation)****Opći uvjeti i odredbe (Hrvatski)**

Materijali za podnošenje: Tvrtki GLI morate dati svu potrebnu dokumentaciju, informacije, softver, hardver ("Materijali za podnošenje") i tehničku podršku za obavljanje posla, uključujući i pomoć s postavljanjem i konfiguriranjem. Trebate dostaviti bilo kakav specijalizirani alat ili opremu koji su potrebni kako bi tvrtka GLI obavila posao. Nedostatak informacija o proizvodu i nedostatak tehničke podrške mogu dovesti do duljeg trajanja i većih troškova koji su povezani s projektom.

Vi potvrđujete da ste vlasnik i/ili ovlašteni korisnik proizvoda ili poslanih informacija ("Materijali za podnošenje") i imate sva prava i ovlaštenja koji su potrebni za dostavu navedenog tvrtki GLI za obavljanje usluga.

Bilo koji poslani izvorni kod mora biti istinit, potpun i točan odraz softvera koji će se koristiti u ovom polju ili u bilo kojem komercijalnom proizvodu.

Tvrtka GLI će vratiti vaše Materijale za podnošenje na vaš zahtjev. Zahtjev za povratom materijala za slanje prije nego su usluge završene može učiniti da tvrtka GLI ne bude u mogućnosti obaviti usluge. Tvrtka GLI nije i, ni u kom slučaju, neće biti tretirana kao uvjetni posrednik. Vaša je odgovornost zadržati primjerak vašeg materijala za podnošenje uključujući i izvorni kod, ali se ne ograničavajući na njega. Tvrtka GLI nema obvezu trajno zadržati vaš materijal za podnošenje ili određivati kada se radi o pravu vlasništva. Tvrtka GLI može, po svom nahođenju, vratiti ili uništiti vaše povjerljive informacije ili druge materijale koje ste dali tvrtki GLI bilo kada nakon što su usluge obavljene.

Fakture: Vi ste odgovorni za sve razumne troškove putovanja (zrakoplov, automobil, autobus, smještaj, obroke i osiguranje od nesreća) koji se odnose na ovaj sporazum. Ukoliko nije posebno uključeno, bilo koja navedena cijena ne uključuje ove troškove. Putni troškovi vraćaju se vama uz naknadu. Vrijeme putovanja se naplaćuje po satnoj stopi, osim ako je drugačije navedeno.

Ako tvrtka GLI mora raditi više od osam sati na dan kako bi udovoljila vašim zahtjevima, tvrtka GLI može uključiti dodatne troškove.

Izdate fakture moraju se platiti u roku od 30 dana od datuma fakture, kako je to objavljeno na samoj fakturi. Kazna za zakašniju isplatu jednaka je jedan i pol procent (1.5%) preostalog iznosa i može se primijeniti na fakture nakon isteka perioda od 30 dana i jedan i pol procent (1.5%) mjesečno nakon toga.

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Odgode i nalozi za promjenu: Tvrtka GLI nije odgovorna za odgode koje se odnose na vaše prihvaćanje prijedloga, vaš odgovor na promjenu u opsegu ili nalog za promjenu, nedovoljan ili neodgovarajući materijal za podnošenje ili tehničku podršku, povećan broj izvješća o usklađenosti ili vaš odgovor na izvješća ili drugu korespondenciju, promjenu tehničkih standarda od strane regulatora, promjenu u arhitektonskom sustavu, hardveru, softveru, razlike u vremenskim zonama, neobično kompleksne projekte ili zahtjeve za rad izvan opsega rada u ovom sporazumu.

Bilo kakve promjene obveza strane ili bilo kojeg aspekta zahtijevat će pismeni nalog za promjenu kojeg su potpisale obje strane koji opisuje promjene i bilo kakva povezana podešavanja troškova ("Nalog za promjenom"). Nacrt naloga za promjenom može izdati strana ili ga može dati tvrtka GLI na vaš zahtjev. Nalog za promjenom mora sadržavati detaljan opis svih promjena originalnog sporazuma i bilo kakvi neizmijenjeni uvjeti sporazuma će ostati onakvi kakvi jesu. Svaki nalog za promjenom bit će inkorporiran kako je ovdje inkorporiran u sporazum i kako njime upravljaju odredbe ovog sporazuma, te kako je postao njegov sastavni dio.

Jamstvo i ograničenje odgovornosti: TVRTKA GLI JAMČI DA ĆE SVE USLUGE KOJE TVRTKA GLI PRUŽI BITI OBAVLJENE SUKLADNO S USPOSTAVLJENIM I PRIZNATIM STANDARDIMA I RAZUMNOM BRIGOM SUKLADNO S PRIMJENJIVIM ZAKONIMA. OSIM ZA GORE SPOMENUTO JAMSTVO, USLUGE I BILO KAKVA IZVIJEŠĆA DAJU SE "ONAKVA KAKVA JESU" I BEZ BILO KAKVOG JAMSTVA, TE TVRTKA GLI ODBIJA SVA DRUGA JAMSTVA IZRIČITA ILI IMPLICIRANA, UKLJUČUJUĆI BILO KAKVA IMPLICIRANA JAMSTVA NASLOVA, SLUČAJEVE BEZ KRŠENJA, MOGUĆNOST PRODAJE ILI PRILAGOĐENOST ZA NEKU POSEBNU SVRHU, ALI SE NE OGRANIČAVAJUĆI NA TO. KAO JEDINO RJEŠENJE ZA BILO KAKVO KRŠENJE JAMSTVA POD OVIM SPORAZUMOM, JEDNA OD OPCIJA TVRTKE GLI JESTE DA PONOVO OBAVI USLUGE KOJE SE DAJU POD OVIM SPORAZUMOM ILI DA VRATI NOVAC KOJI JE PRIMILA ZA DATE USLUGE.

OSIM ZA KRŠENJA INTELEKTUALNOG VLASNIŠTVA TVRTKE GLI ILI PRAVA NA POVJERLJIVOST, NI JEDNA STRANA NEĆE BITI ODGOVORNA DRUGOJ ZA BILO KAKVU POSEBNU, POSLJEDIČNU, SLUČAJNU, KAŽNJIVU ILI NEIZRAVNU ŠTETU, UKLJUČUJUĆI IZGUBLJENI PRIHOD, IZGUBLJENU ZARADU, PREKID POSLA, GUBITAK KAPITALA KOJI DOLAZI IZ ILI KOJI SE ODNOSI NA OVAJ SPORAZUM, USLUGE ILI BILO KAKVO IZVIJEŠĆE ILI CERTIFIKAT KOJI JE DALA TVRTKA GLI ALI SE NE OGRANIČAVAJUĆI NA TO, BEZ OBZIRA NA BILO KAKVU OBAVIJEST O MOGUĆNOSTI TAKVE ŠTETE. NI U KOM SLUČAJU UKUPNA ODGOVORNOST TVRTKE GLI ZA SVU ŠTETU, GUBITKE I UZROKE RADNJI (BILO POD UGOVOROM ILI VAN UGOVORA, UKLJUČUJUĆI NEMAR BEZ OGRANIČAVANJA NA NJEGA, ILI BILO ŠTO DRUGO) NE SMIJE ZAJEDNO PRELAZITI IZNOS PLAĆEN TVRTKI GLI U OKVIRU OVOG SPORAZUMA. TVRTKA GLI I PRIMATELJ SHVAĆAJU I PRIHVAĆAJU DA USLUGE KOJE PRUŽA TVRTKA GLI POD OVIM SPORAZUMOM TVRTKA GLI NE MOŽE PRUŽATI POD OVDJE

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NAVEDENIM UVJETIMA BEZ POVEĆANJA TROŠKOVA AKO TVRTKA GLI TREBA PRUŽITI BILO KAKVA JAMSTVA NA, ILI UMJESTO, ILI JE TREBALA PREUZETI BILO KAKVU ODGOVORNOST VIŠE OD GORE NAVEDENOG.

Intelektualno vlasništvo tvrtke GLI: Tvrtka GLI i njeni davatelji licenci ostat će jedini vlasnici svih prava, naslova i interesa za metode testiranja tvrtke GLI, postupke, softvere za testiranje i sva prava na intelektualnu imovinu u njima i s njima povezana (zajednički naziv "Intelektualno vlasništvo tvrtke GLI"). Nikakva licenca ili pravo na ili intelektualno vlasništvo tvrtke GLI ne dodjeljuje se vama osim onako kako je eksplicitno navedeno u ovom sporazumu. Sva prava koja nisu eksplicitno dodijeljena vama koja su dio ili su povezana s intelektualnim pravima tvrtke GLI rezervirana su za tvrtku GLI. Tvrtki GLI možete dati povratne informacije vezane uz ove usluge. Usprkos bilo kakvim odredbama sporazuma koje mogu biti suprotne, GLI može koristiti takvu povratnu informaciju u bilo koje svrhe bez bilo kakve obveze. Vi ovim dodjeljujete tvrtki GLI svaki pravi naslov i interes za svaku povratnu informaciju koju date za tvrtku GLI, uključujući svo intelektualno vlasništvo i sve povezano s tim. "Intelektualno vlasništvo" znači bilo što i sve od sljedećeg u bilo kojoj jurisdikciji diljem svijeta i sva prava u tome, koja proizilaze iz ili su povezana s njima: (a) patenti, komunalni modeli i njihova primjena, te sve dopune, podjele, ponovna ispitivanja, obnove, proširenja, pružanja, nastavke i nastavke u dijelu istih ili jednakih ili sličnih prava bilo gdje u svijetu u izumima i otkrićima, uključujući otkriće izuma; (b) sve poslovne tajne, izume (bez obzira na to mogu li se patentirati ili ne i mogu li se ili ne ograničiti na praksu) i druga prava u znanju i povjerljivim ili vlasničkim informacijama; (c) svi masovni radovi, djela autorskog i autorskog prava, registriranja i prijave te sva druga odgovarajuća prava (uključujući i moralna prava) diljem svijeta; (d) prava na softver (uključujući bez ograničenja API, izvorni kod, objektni kod i jezik za označavanje); (e) prava javnosti, osobnosti, identifikacije ili sličnih osobnih ili skupnih atributa; (f) trgovački nazivi, logotipi, zaštitni znakovi trgovačkih prava i oznake usluga, odjeća za trgovinu, žigosanje i servisne oznake, te njihovi zahtjevi i sva pridružena dobra volja; i (g) sva slična, odgovarajuća ili ekvivalentna prava na bilo što od gore navedenog i sva druga intelektualna i vlasnička prava diljem svijeta.

Vi prihvaćate da održavate i reproducirate sva autorska prava, patente, zaštitne znakove i druge obavijesti, uključujući, ali se ne ograničavajući na bilo kakvo odricanje od odgovornosti, na sve primjerke, od bilo kakvog izvješća u istom obliku i načinu da su takva autorska prava i druge obavijesti uključene u izvješće. Osim onako kako je izričito ovlašteno ovim sporazumom, nećete praviti nikakve kopije ili duplikate izvješća ili bilo kojeg njegovog dijela bez prethodne pismene dozvole tvrtke GLI.

Povjerljive informacije: Bilo kakav sporazum između strana je uključen kao referenca. Ukoliko nema sporazuma o povjerljivosti, vi prihvaćate sljedeće:

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"Povjerljive informacije" značit će sve tehničke i netehničke informacije koje da bilo koja strana uključujući, ali se ne ograničavajući na, informacije koje se tiču istraživanja, razvoja, podataka, inženjeringa, financijske informacije, testiranje, metodologije testiranja, zahtjeve nabavke, kupnju, popise proizvoda, specifikacije proizvoda, postupke proizvodnje i tehnike, popise dobavljača, prognoze, trgovinske i marketinške planove ako su takve informacije: (a) obilježene kao "povjerljive" ili "vlasništvo" ili popratnom istovremenom komunikacijom, ili (b) označene kao povjerljive ili kao vlasništvo pismenom ili elektronskom komunikacijom u roku od deset (10) dana od objavljivanja, ili (c) se radi o informaciji da bi, pod ovim uvjetima, osoba koja donosi razumne poslovne odluke, shvatila da su te informacije povjerljive ili vlasništvo.

Povjerljive informacije ne uključuju: (a) informacije koje su bile u javnoj domeni u trenutku otkrivanja ili koje postaju vlasništvo javne domene bez pogreške primatelja; (b) ono što je s pravom u posjedu primatelja bez obveze povjerljivosti prije objavljivanja od strane koja je objavila; (c) što je samostalno razvijeno od strane primatelja bez upotrebe ili upućivanja na inače povjerljive informacije o stranci koja je objavila, ili (d) ono što prima primatelj iz izvora neovisnog od strane otkrivene strane koja nije pod obvezom da čuva tajnost u odnosu na takve informacije.

Svaka strana može otkriti svoje povjerljive informacije drugoj strani a strana koja prima povjerljive informacije druge strane: (a) neće koristiti povjerljive informacije strane koje su otkrivene osim za izvršavanje svojih prava i obveza prema ovom sporazumu; (b) iskoristit će isti stupanj skrbi, ali ne manji od razumnog stupnja skrbi, u zaštiti povjerljivih informacija strane otkrivene od neovlaštene upotrebe ili objavljivanja u svrhu zaštite vlastitih povjerljivih informacija; (c) radit će bez obrnutog inženjeringa, rastavljati ili dekompilirati povjerljive informacije strane koja otkriva; (d) neće izvoziti Povjerljive podatke od strane otkrivene osobe bez prethodne pisane suglasnosti strane koja je objavila; i (e) neće otkriti bilo kojoj trećoj strani ili kopirati bilo koju od povjerljivih informacija strane koja je objavila, bez prethodne pisane suglasnosti strane koja je objavila, osim što primatelj može otkriti povjerljive informacije vlasnika svojim zaposlenicima, ugovarateljima ili profesionalnim savjetnicima UZ UVJET DA: (a) spomenute osobe trebaju znati te povjerljive informacije; i (b) da ih pomenute osobe otkrivaju u dobroj namjeri.

Otkrivanje povjerljivih informacija od strane takvih osoba bilo bi nesukladno s uvjetima ovog sporazuma, te predstavljati kršenje ovog sporazuma za koje će primatelj biti odgovoran; a svaka takva osoba ima obvezu povjerljivosti primatelju ili strani koja otkriva u odnosu na takve povjerljive informacije koje nisu manje ograničavajuće od ovog sporazuma. Ovaj Sporazum ne smije se tumačiti da zabranjuje otkrivanje povjerljivih informacija od strane primatelja u onoj mjeri u kojoj je takvo otkrivanje potrebno prema primjenjivom zakonu, kako to zahtijevaju regulatorne agencije, ili po nalogu suda ili na temelju sudskog poziva ili prema drugom valjanom pravnom zahtjevu, pod uvjetom da primatelj da strani koja je objavila razumnu prethodnu

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pismenu obavijest o takvom otkrivanju, ako je to dopušteno zakonom i surađuje sa stranom koja otkriva traženje zaštitnog naloga ili drugog prikladnog olakšanja radi zaštite povjerljivosti takvih povjerljivih informacija. U slučaju kršenja ili prijetnje kršenjem tih obveza povjerljivosti, strana koja je objavila može dobiti i odgovarajuće pravedno olakšanje, uključujući i nalog, pored svih zakonskih pravnih sredstava. Uvjeti, ali ne i postojanje ovog sporazuma smatraju se povjerljivim informacijama obiju strana. Ništa ovdje ne mijenja ili ograničava dodjeljivanje i dodjelu prava i licenci u i na intelektualno vlasništvo u ovom sporazumu.

Bez obzira na bilo koju suprotnu odredbu, bilo koji regulator može ponovo ispisati, reproducirati i prenijeti bilo koji dokument ili informacije bilo kojoj strani koju regulator, prema vlastitom nahođenju, smatra primjerenom. U slučaju da se tvrtki GLI dostavi sudski poziv ili je dužna prisustvovati pravnom postupku koji se odnosi na vaš podnesak, prihvaćate da plaćate razumne troškove i naknade, uključujući sve odvjetničke naknade tvrtke GLI. Pored toga, vi ste odgovorni za podnošenje prijedloga za ukidanje sudskog naloga ili zaštitnog naloga.

Bez obzira na bilo koju suprotnu odredbu u ovim uvjetima i odredbama ili bilo kojem referentnom sporazumu, bilo koji regulator može ponovo ispisati, reproducirati i prenijeti bilo koji dokument ili informacije bilo kojoj strani koju regulator, prema vlastitom nahođenju, smatra primjerenom. Dodatno, tvrtka GLI može otkriti povjerljive informacije koje su vam dostavljene ako to zahtijevaju regulatorne agencije, sukladno zakonima i propisima nadležne jurisdikcije ili narudžbom pravilno određenog Suda u relevantnoj jurisdikciji. Međutim, u svakom slučaju, strane su suglasne da će odmah obavijestiti drugu stranu o takvom zahtjevu.

Samo za analizu tabličnih igara: S obzirom na analizu tabličnih igara, platnih bilježnica za elektroničke uređaje, podatke o RNG-u i drugim poduzetnicima gdje tvrtka GLI daje neovisnu matematičku provjeru ili analizu statističkih podataka zbog složenih matematičkih procesa, približavanja i pogrešaka za zaokruživanje koje se nužno pojavljuju tijekom bilo kojeg matematičkog proračuna, podrazumijevaju se razumne procjene aproksimacija teorijskih rezultata ili raspona s obzirom na dobro poznate razine pouzdanosti.

Samo za testiranje hardvera: Ispitivanje elektrostatskog pražnjenja kojeg provodi tvrtka GLI namijenjeno je samo za simulaciju tehnika uočenih u polju koje se koristi za pokušaj ometanja integriteta elektroničkih uređaja za igranje igara. Tijekom testiranja, tvrtka GLI provjerava oznake, simbole ili dokumente koji ukazuju na to da je uređaj podvrgnut sigurnosnim proizvodima ili testiranju sukladnosti s RoHS, ako je to potrebno. Tvrtka GLI također provodi letimičan pregled informacija o priloženim podnesenim stavkama, gdje je to moguće i kada je predviđeno, kao dokaz da su predmeti podvrgnuti ispitivanju sukladnosti za elektromagnetske smetnje (EMI), radiofrekvencijske smetnje (RFI), magnetske smetnje, prosipanje tekućina, elektrostatički imunitet, elektromagnetsku kompatibilnost i uvjete okoline. Usklađenost s bilo kojim takvim

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propisima vezanim uz gore navedeno ispitivanje isključiva je odgovornost proizvođača i/ili razvijatelja dostavljenih predmeta; tvrtka GLI ne prihvaća nikakvu odgovornost, ne vrši nikakve prezentacije i odriče se bilo kakve odgovornosti u odnosu na sve takve testove koji nisu igra.

Samo za izvješća i certifikate: Izvješća tvrtke GLI su vlasništvo i vaše i tvrtke GLI. Izvješća tvrtke GLI sadrže povjerljive informacije tvrtke GLI od komercijalne vrijednosti čija izloženost trećim stranama može negativno utjecati na vas i tvrtku GLI. Sukladno s tim, takve povjerljive informacije dostavljaju se povjerljivo, pod strogim uvjetom da se nijedan njihov dio neće ponovo ispisivati niti reproducirati niti prenijeti bilo kojoj strani izvan izvornog ugovora bez prethodnog pisanog odobrenja obiju strana, uključujući, bez ograničenja, osobe ili organizacije koje mogu biti u konkurenciji sa stranom bez prethodnog pismenog odobrenja te strane.

Svako izvješće tvrtke GLI može se koristiti samo u izvornom cjelovitom kontekstu za opseg naveden u izvješću. Svaka izmjena čini izvješće nevažećim i strogo je zabranjena. Metode ispitivanja koje se koriste, isključeni testovi i stvarni podaci koji prikazuju rezultate ispitivanja dostupni su primatelju izvješća tvrtke GLI nakon pisane molbe, a sve to su povjerljive informacije tvrtke GLI.

Prihvaćate da pregledate rad, analizirate ga za točnost i prijavite nedostatke tvrtki GLI odmah. Tvrtka GLI je poduzela takav rad na temelju svog razumijevanja materijala za podnošenje.

Nakon uspješnog rješavanja ili pojašnjenja odstupanja koje je tvrtka GLI zabilježila u svom ispitivanju, proizvod i sve informacije bit će podvrgnuti uobičajenoj provjeri kvalitete i ocjenjivanja sukladnosti prije utvrđivanja sukladnosti. Ako se podnesak utvrdi da odgovara primjenjivim tehničkim standardima, izdaje se Izvješće o rezultatima evaluacije. Izvješća se obično izdaju 3 - 5 radnih dana nakon završetka ispitivanja / revizije i tehničkog pregleda. Ako se utvrdi da vaš proizvod ne odgovara odgovarajućim standardima, bit ćete obaviješteni.

Ni pod kojim okolnostima ni jedna se odredba usklađenosti od strane tvrtke GLI bilo kojeg proizvoda ne smije tumačiti kao podrazumijevanje odobrenja ili jamstva glede funkcionalnosti, kvalitete ili izvedbe predmetnog proizvoda, uključujući njegov hardver, softver ili druge komponente, i niti jedna osoba ili strana ne smiju navesti ili uključiti bilo što suprotno.

Bilo kakvo izvješće tvrtke GLI izdaje se samo u vašu korist. Izvješće tvrtke GLI ne može se iz bilo kojeg razloga oslanjati na bilo koju osobu, pravnu ili fizičku, uključujući, ali ne ograničavajući se na, proizvođača ili razvojnog inženjera predmeta, laboratorij koji ne pripada tvrtki GLI ili regulatora koji nije naveden u izvješću ("Treća strana") bez pismenog dopuštenja tvrtke GLI i/ili bilo kojeg nadležnog regulatora. Ne možete navoditi lažne ili obmanjujuće tvrdnje u vezi s izvješćem tvrtke GLI.

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Svi predmeti identificirani na prvoj stranici izvješća smatraju se certificiranim od datuma izvješća prikazanog na prvoj stranici izvornog izvješća koje je izdao GLI. Svi predmeti su certificirani za uporabu do trenutka slanja obavijesti koja ukazuje da više nije dopušteno uporabljivati predmet unutar navedene nadležnosti. Prihvaćanjem certifikacijskog izvješća proizvođač i / ili razvojni inženjer predmeta koji su dostavljeni GLI-ju ovim se slažu s odredbama Vodiča za procjenu i certifikaciju GLI-a (za izvješća izdana od Sjedišta GLI) ili sa shemom za certifikaciju GLI proizvoda, PC-QS- 010 (za izvješća izdana od GLI Europe BV). Dodatne informacije o valjanosti ove potvrde mogu se dobiti i putem GLIAccess i / ili primjenjive sheme certifikacije, koja je dostupna na web stranici gaminglabs.com. Uporaba Certifikacijske oznake Gaming Labs predstavlja sporazum među korisnicima, koji dopušta i prima ovlaštene predstavnike GLI-a da izvrše nadzorni pregled uporabe oznake i da dopuste ovlaštenim predstavnicima Američkog udruženja za akreditaciju laboratorija (A2LA) da obave nadzorni audit, po vlastitom nahođenju i njihovom trošku, kako bi potvrdili da uporaba oznake ni na koji način ne podrazumijeva da A2LA odobrava ili potvrđuje bilo koju oznaku, uslugu ili proces tvrtke, grupe ili organizacije, a koje zahtijevaju uporabu certificirane oznake Gaming Labs.

Dodatne odredbe:

- a. Prihvaćate da je tvrtka GLI podložna raznim propisima koje nameće vladino tijelo za igre na sreću u mnogim jurisdikcijama širom svijeta. To znači da je tvrtka GLI dužna obavljati svoje poslove na način koji je etičan i sukladan s propisima koje nameću nadležna tijela za igre na sreću. Ne smijete učiniti ništa što bi moglo ugroziti prihvatljivost tvrtke GLI da drži svaku licencu u vezi s igranjem. Tvrtka GLI zadržava pravo raskinuti ovaj sporazum u bilo koje doba bez odgovornosti ako nastavak sporazuma ugrožava njenu sposobnost kvalificiranja, držanja ili održavanja bilo kakvih licenci, dozvola ili odobrenja s regulatorom koja su povezana s igrama.
- b. Suglasni ste da nećete zaposliti ili pokušati unajmiti, izravno ili neizravno, bilo kojeg uposlenika tvrtke GLI tijekom trajanja ovog sporazuma, te jednu godinu nakon tog perioda. Ovo ograničenje neće se primjenjivati na vaše opće aktivnosti regrutiranja koje nisu posebno usmjerene na tvrtku GLI ili njene uposlenike i odgovore uposlenika tvrtke GLI na takve opće oglase za zapošljavanje.
- c. Tvrtka GLI je neovisan ugovarač. Niti jedna strana neće se smatrati zastupnikom, poslodavcem ili predstavnikom druge strane. Osim ako nije ograničeno propisom, tvrtka GLI zadržava pravo dodjeljivati osoblje iz bilo kojeg laboratorija tvrtke GLI.
- d. Obje strane potvrđuju da niti jedan dio cijene ovog sporazuma nije izravno ili neizravno uplaćen uposleniku bilo koje strane u svezi s bilo kojim radom koji se predviđa ili obavlja u svezi s ovim sporazumom.
- e. Odredbe ovog sporazuma su isključivo u korist strana i njihovih nasljednika i dopuštenih

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dodjeljivanja, a neće se tumačiti kao dodjeljivanje bilo kakvih prava bilo kojoj trećoj strani (uključujući bilo kakva prava trećih strana).

- f. Neuspjeh tvrtke GLI da potvrdi sva ili sva svoja prava prema ovom ugovoru neće se smatrati odricanjem od takvih prava niti će se odricanje odraziti prihvatanjem bilo kakve isplate ili usluge.
- g. Ovaj sporazum i svi zahtjevi ili uzroci djelovanja (bilo u ugovoru, izvan ugovora ili statutu) koji se temelje na, proizlaze iz ili se odnose na ovaj sporazum, usluge ili bilo koje izvješće ili potvrdu koja proizlazi iz usluga ili pregovaranje, izvršenje ili izvršenje ovog sporazuma (uključujući bilo kakve tužbe ili tužbu temeljene na, nastalima ili povezane s bilo kakvim zastupanjem ili jamstvom učinjenim u ili u svezi s ovim sporazumom ili kao poticaj za ulazak u ovaj sporazum), uređuju se i sprovode sukladno s unutarnjim zakonima nadležnosti u kojem se nalazi laboratorij tvrtke GLI koji prihvaća vaš podnesak, uključujući i njegove zakonske odredbe i isključujući njegove sukobe zakonskih pravila. Svaka radnja između stranaka bit će raspoređena isključivo u državnom ili saveznom sudu koji se nalazi unutar sudova te nadležnosti, a vi se neopozivo podvrgavate osobnoj nadležnosti takvih sudova za tu svrhu.
- h. Nijedna strana neće biti odgovorna drugoj za bilo kakav neuspjeh ili kašnjenje izvršenja bilo kakvih obveza na temelju ovoga zakona kada je takav neuspjeh ili kašnjenje u cijelosti ili uglavnom uzrokovano djelima ili događajima izvan njegove razumne kontrole i ublažavanja, što može uključivati, bez ograničenja, djela civilne ili vojne vlasti, požare, poplave, potrese ili druge prirodne katastrofe, rat, nemire ili štrajkove. Međutim, obje će strane poduzeti sve razumne napore za uklanjanje takvog uzroka kašnjenja ili propuštanja, te prestankom uzroka marljivo će sprovoditi izvršavanje svojih obveza prema ovom sporazumu.
- i. Ovaj sporazum, zajedno s informacijama izričito navedenim ili povezanim ovim sporazumom, a koji su ovdje uključeni, sadrže cjelokupan sporazum i razumijevanje između tvrtke GLI i vas u vezi s predmetom ovog sporazuma i zamjenjuje sve prethodne izjave, oglase, prijedloge, pregovore, rasprave ili sporazume o istoj temi. Prihvaćate da nije potaknut ulazak u ovaj sporazum bilo kojim prezentacijama ili izjavama, usmeno ili pismeno, koje nisu izričito sadržane u ovom sporazumu.
- j. Ako se bilo koji dio ovog ugovora smatra nevaljanim, nezakonitim ili neprovedivim, valjanost, zakonitost i provedivost preostalih odredbi neće ni na koji način biti pogođena ili umanjena.
- k. Vi, proizvođač i/ili programer podnesenih stavki isključivo ste odgovorni za podnošenje zahtjeva, pribavljanje i održavanje svih potrebnih licencnih igara u svakoj jurisdikciji u kojoj posluje, uključujući države i plemenske jurisdikcije, gdje je to primjenjivo. Tvrtka GLI je zakonom obvezna obavljati dubinsku analizu bilo kojeg pravnog ili fizičkog lica koje obavlja posao. Prihvaćate da ćete, na svom podnesku, tvrtki GLI otkriti surađujete li s drugim pravnim ili fizičkim licem.



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- I. Ne smijete dijeliti svoja prava ili obveze pod ovim sporazumom bez izričitog pismenog pristanka tvrtke GLI.

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**GLI TERMS AND CONDITIONS****General Terms and Conditions (Czech Translation)****Všeobecné smluvní podmínky (Česky)**

Předkládané materiály: Musíte GLI poskytnout veškerou potřebnou dokumentaci, informace, software, hardware („předkládané materiály“) a technickou podporu pro provedení práce, včetně asistence s instalací a konfigurací. Musíte poskytnout jakékoli specializované prostředí, nástroje nebo vybavení, které jsou nutné k tomu, aby mohlo GLI práci provést. Absence dostatečných informací o produktu a technické podpory může vést ke nárůstu času a nákladů, které jsou s projektem spojené.

Potvrzujete, že jste vlastník a/nebo autorizovaný uživatel produktu nebo zaslaných informací („předkládané materiály“) a máte všechna práva a oprávnění nezbytná k jejich dodání společnosti GLI pro provedení služeb.

Jakýkoli zaslaný zdrojový kód musí být pravdivým, kompletním a přesným odrazem softwaru, který bude využit v praxi nebo v jakémkoli komerčním produktu.

GLI na základě vaší žádosti předkládané materiály vrátí. Žádost o vrácení předkládaných materiálů před dokončením služeb může znamenat, že GLI nebude moci služby dokončit. Společnost GLI není a nebude v žádném případě považována za správce. Jste zodpovědní za uchování kopie Vašich předkládaných materiálů, včetně zdrojového kódu. Společnost GLI není povinna uchovávat vaše předkládané materiály po neomezenou dobu nebo rozhodovat o právoplatném vlastnictví. GLI může, dle vlastního uvážení, kdykoli po dokončení služeb vrátit nebo zničit vaše důvěrné informace nebo jiné materiály, které jste společnosti GLI poskytli.

Fakturace: Jste zodpovědní za všechny rozumné cestovní náklady (letecké, pozemní, ubytování, stravování a jiné vedlejší) související s touto smlouvou. Pokud nejsou konkrétně zahrnuty, jakákoli uvedená cena tyto náklady nezahrnuje. Cestovní náklady jsou vám účtovány zpět v ceně. Doba cesty je účtována hodinovou sazbou, pokud není uvedeno jinak.

Pokud bude muset společnost GLI pracovat pro splnění Vašich požadavků více než 8 hodin denně, může společnost GLI účtovat dodatečné poplatky.

Vydané faktury musí být zaplacený do 30 dní od data fakturace, které je uvedeno na faktuře. Penalizace za pozdní platbu ve výši jednoho a půl procenta (1,5 %) dlužné částky může být přičtena k fakturám po vypršení 30denní doby a poté penalizace ve výši jednoho a půl procenta (1,5 %) měsíčně.

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Zpoždění a změna objednávky: Společnost GLI nenese odpovědnost za zpoždění spojené s vaším přijetím návrhu, vaší odpovědí na změnu rozsahu nebo změnou objednávky, dále za nedostatečné nebo neadekvátní předkládané materiály nebo technickou podporu, zvýšený počet hlášení o souladu nebo za Vaši odpověď na hlášení nebo jinou korespondenci, změnu technických standardů regulátorem, změnu v architektuře Vašich systémů, hardwaru nebo softwaru, rozdíl časových pásem, neobvykle komplexní projekty nebo požadavky na práci mimo rozsah práce v této smlouvě.

Veškeré změny povinností smluvních stran nebo na jakémkoli aspektu této smlouvy budou vyžadovat písemnou změnu objednávky podepsanou oběma stranami. Tato změna bude popisovat změny a veškeré související náklady („změna objednávky“). Návrh změny objednávky může být vydán oběma stranami nebo může být na váš požadavek vytvořen společností GLI. Změna objednávky musí obsahovat detailní popis všech změn původní smlouvy a všechny nezměněné původní podmínky smlouvy zůstávají. Každá změna objednávky bude zahrnuta a tímto se zahrnuje do, a stává se součástí, této smlouvy a řídí se ustanoveními této smlouvy.

Záruka a omezení odpovědnosti: SPOLEČNOST GLI ZARUČUJE, ŽE VŠECHNY SLUŽBY POSKYTOVANÉ SPOLEČNOSTÍ GLI JSOU PROVEDENY V SOULADU SE STANOVENÝMI A UZNÁVANÝMI STANDARDY A S PŘIMĚŘENOU PÉČÍ V SOULADU S PŘÍSLUŠNÝMI ZÁKONY. S VÝJIMKOU VÝŠE UVEDENÉ ZÁRUKY JSOU POSKYTOVÁNY SLUŽBY A VEŠKERÉ ZPRÁVY „JAK STOJÍ A LEŽÍ“ A BEZ JAKÉKOLI ZÁRUKY. GLI ODMÍTÁ VŠECHNY OSTATNÍ ZÁRUKY, VÝSLOVNÉ NEBO PŘEDPOKLÁDANÉ, VČETNĚ, ALE NIKOLI VÝHRADNĚ, JAKÉKOLI ZÁRUKY TITULU, NEPORUŠENÍ, PRODEJNOSTI NEBO VHODNOSTI PRO URČITÝ ÚČEL. JAKO JEDINOU NÁPRAVU ZA JAKÉKOLI PORUŠENÍ JAKÉKOLI ZÁRUKY PODLE TÉTO SMLOUVY, MŮŽE GLI DLE SVÝCH MOŽNOSTÍ ZNOVU PROVÉST SLUŽBY POSKYTOVANÉ PODLE TÉTO SMLOUVY NEBO VRÁTIT PENĚŽNÍ PROSTŘEDKY OBRŽENÉ ZA POSKYTNUTÉ SLUŽBY.

S VÝJIMKOU PORUŠOVÁNÍ DUŠEVNÍHO VLASTNICTVÍ NEBO PRÁVA NA DŮVĚRNOST SPOLEČNOSTI GLI, ANI JEDNA STRANA NEBUDE ODPOVĚDNÁ DRUHÉ STRANĚ ZA ŽÁDNÉ ZVLÁŠTNÍ, NÁSLEDNÉ, NÁHODNÉ, TRESTNÍ NEBO NEPŘÍMÉ ŠKODY, VČETNĚ, ALE BEZ OMEZENÍ, ZTRÁTY TRŽEB, ZTRÁTY NA ZISKU, PŘERUŠENÍ PODNIKÁNÍ NEBO ZTRÁTY KAPITÁLU, VYPLÝVAJÍCÍ Z NEBO VZTAHUJÍCÍ SE K TÉTO DOHODĚ, SLUŽEB, ZPRÁV NEBO CERTIFIKACE POSKYTOVANÉ SPOLEČNOSTÍ GLI, BEZ OHLEDU NA JAKÉKOLIV OZNÁMENÍ O MOŽNOSTI TAKOVÝCH ŠKOD. V ŽÁDNÉM PŘÍPADĚ CELKOVÁ ODPOVĚDNOST SPOLEČNOSTI GLI VŮČI VÁM ZA VŠECHNY ŠKODY, ZTRÁTY A DŮVODY ŽALOBY (AŽ UŽ NA ZÁKLADĚ SMLOUVY NEBO PŘESTUPKU, ZAHRNÚJÍCÍ KROMĚ JINÉHO, NEDBALOST NEBO JINÉ) NEPŘEKROČÍ V SOUHRNU CELKOVOU ČÁSTKU ZAPLACENOU SPOLEČNOSTI GLI DLE TÉTO SMLOUVY. GLI A PŘÍJEMCE BEROU NA VĚDOMÍ A SOUHLASÍ S TÍM, ŽE SLUŽBY POSKYTOVANÉ SPOLEČNOSTÍ GLI NÍŽE NEMOHOU BÝT POSKYTOVANÉ SPOLEČNOSTI GLI ZA PODMÍNEK ZDE UVEDENÝCH BEZ ZVÝŠENÍ NÁKLADŮ, POKUD

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GLI BYLA POVINNA POSKYTNOUT ZÁRUKY KROMĚ, NEBO NAMÍSTO VÝŠE UVEDENÉHO NEBO BYLA POVINNA PŘEVZÍT ODPOVĚDNOST PŘESAHOJÍCÍ VÝŠE UVEDENÉ.

Duševní vlastnictví společnosti GLI: GLI a její poskytovatelé licencí jsou a musí zůstat jedinými vlastníky práv, titulu a zájmu testovacích metod GLI, postupů, testovacího softwaru a všech souvisejících práv duševního vlastnictví (kolektivně „duševního vlastnictví GLI“). Žádná licence nebo právo duševního vlastnictví GLI vám nejsou uděleny s výjimkou toho, kdy je toto výslovně uvedeno v této smlouvě. Všechna práva vám výslovně neudělena ve spojení s duševním vlastnictvím GLI jsou vyhrazena pro GLI. Můžete společnosti GLI poskytnout zpětnou vazbu v souvislosti se službami. Bez ohledu na jakékoli ustanovení této dohody o opaku, GLI může použít zpětné vazby k jakémukoli účelu bez jakýchkoli povinností. Tímto přiřazujete GLI všechna titulová práva a zájem o jakoukoliv Vámi poskytnutou zpětnou vazbu pro GLI, včetně souvisejícího duševního vlastnictví. „Duševním vlastnictvím“ se rozumí jakékoli a veškeré následující údaje v jakékoli jurisdikci na celém světě a všechna práva vyplývající z těchto práv nebo s nimi spojená: a) patenty, užité modely a jejich aplikace a všechna opětovná vydání, rozdělení, zkoušení, obnovení, rozšíření, provize, pokračování a částečné pokračování a rovnocenná nebo obdobná práva kdekoli na světě na vynálezy a objevy, včetně zveřejnění vynálezu; b) veškerá obchodní tajemství, vynálezy (bez ohledu na to, zda jsou patentovatelné a nikoliv omezené na praxi) a další práva na know-how a důvěrné nebo chráněné informace; c) veškeré maskovací práce, autorská díla a autorská práva, jejich registrace a aplikace a všechna ostatní práva, která jim odpovídají (včetně morálních práv) na celém světě; d) práva k softwaru (mimo jiné rozhraní API, zdrojový kód, kód objektu a značkový jazyk); e) práva na propagaci, osobnost, identifikaci nebo podobné osobní nebo skupinové atributy; f) obchodní názvy, loga, ochranné známky obecného práva a ochranné známky služeb, ochranné známky a registrační značky služeb a jejich aplikace a veškerá s nimi spojená dobrá vůle; a (g) jakékoliv podobná, odpovídající nebo rovnocenná práva na cokoli z výše uvedeného a jakýchkoli jiných duševních nebo vlastnických práv na celém světě.

Souhlasíte s tím, že budete zachovávat a reprodukovat všechna oznámení o autorských právech, ochranných známkách a jiných ochranných známkách, včetně, avšak bez omezení, jakýchkoli odmítnutí odpovědnosti, na všech kopiích v jakékoliv formě, a to jakýchkoli zpráv ve stejné podobě a způsobem, jakým jsou taková autorská a další práva uvedena ve zprávě. S výjimkou výslovně povolené v této smlouvě, nebudete dělat žádné kopie nebo duplikáty zprávy nebo jakékoli části bez předchozího písemného souhlasu společnosti GLI.

Důvěrné informace: Jakákoli dohoda o důvěrnost mezi stranami je začleněna odkazem. V případě, že neexistuje žádná dohoda o důvěrnosti, souhlasíte s následujícím:

„Důvěrnými informacemi“ se rozumějí veškeré technické a netechnické informace poskytnuté kteroukoli ze stran zahrnující mimo jiné informace týkající se výzkumu, vývoje, údajů, inženýrství,

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finančních informací, testování, metodiky testování, požadavků zadávání zakázek, nákupu, výrobních procesů a technik, seznamů dodavatelů, prognóz, merchandisingu a marketingových plánů, pokud tyto informace: a) jsou samy označeny jako „důvěrné“ nebo „chráněné“ nebo jsou doprovázeny souběžným sdělením nebo b) jsou označeny jako důvěrné nebo chráněné písemnou nebo elektronickou cestou do deseti (10) dnů od zveřejnění; nebo (c) jde o informace, které za daných okolností osoba, která má rozumný obchodní úsudek, chápe jako důvěrné nebo chráněné.

Důvěrné informace nezahrnují: a) informace, které byly v okamžiku zveřejnění veřejně dostupné, nebo které se stávají majetkem veřejného vlastnictví bez jakéhokoli zavinění příjemce; (b) které byly oprávněně ve vlastnictví příjemce bez jakéhokoli závazku zachovávat důvěrnost před zveřejněním zveřejňující stranou; (c) informace, které jsou nezávisle vytvořeny příjemcem bez použití nebo odkazování jinak důvěrných informací zveřejňující strany, nebo (d) které příjemce obdržel ze zdroje nezávislého na straně poskytující informace, která není povinná zachovávat mlčenlivost s ohledem na tyto informace.

Každá smluvní strana může zveřejnit své důvěrné informace druhé straně a strana, která obdrží důvěrné informace strany poskytující informace: a) nepoužije důvěrné informace strany poskytující informace s výjimkou plnění svých práv a povinností vyplývajících z této dohody; (b) bude uplatňovat stejnou míru pečlivosti, avšak ne méně než přiměřenou míru pečlivosti, při ochraně důvěrných informací odhalující strany od neoprávněného použití nebo zveřejnění, které používá k ochraně svých vlastních důvěrných informací; (c) nebude provádět reverzní inženýrství, rozkládat nebo dekompileovat důvěrné informace odhalující strany; d) nebude exportovat důvěrné informace odhalující strany bez předchozího písemného souhlasu smluvní strany; a e) nebude zveřejňovat žádné třetí straně nebo nebude kopírovat důvěrné informace odhalující strany bez předchozího písemného souhlasu dané strany, s výjimkou toho, že příjemce může sdělit důvěrné informace vlastníka svým zaměstnancům, dodavatelům nebo odborným poradcům, POKUD: a) uvedené osoby potřebují znát takové důvěrné informace; a (b) tyto osoby mají s danými informacemi dobré úmysly.

Poskytnutí důvěrných informací takové osobě, která jsou neslučitelná s podmínkami této smlouvy, bude porušením této smlouvy, za které příjemce nadále ručí; a každý takový jedinec je vázán povinností mlčenlivosti k příjemci nebo předávající straně s ohledem na důvěrné informace o nic méně omezující, než je tato smlouva. Tato smlouva nesmí být vykládána tak, že zakáže zveřejnění důvěrných informací příjemcem v rozsahu, v jakém je takové zveřejnění požadováno podle platných právních předpisů, jak to vyžadují regulační orgány, nebo na základě příkazu soudu nebo na základě předvolání nebo jiné platné právní žádosti nebo požadavku za předpokladu, že příjemce poskytne odhalující straně odůvodněné předběžné písemné oznámení o takovém zveřejnění, pokud to zákon dovoluje, a spolupracuje s odhalující stranou při hledání

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ochranného příkazu nebo jiného vhodného úkonu na ochranu důvěrnosti takových důvěrných informací. V případě porušení nebo hrozícího porušení těchto závazků může odhalující strana obdržet přiměřený opravný prostředek, včetně soudního příkazu, kromě všech opravných prostředků, které může mít ze zákona. Podmínky, nikoliv existence této smlouvy, se považují za důvěrné informace obou stran. Nic zde uvedeného nezmění nebo neomezí úkoly a poskytnutí práv a licencí k duševnímu vlastnictví této smlouvy.

Bez ohledu na jakékoli ustanovení o opaku, jakýkoli regulátor může vytisknout, reprodukovat a přenášet jakýkoli dokument nebo informace jakékoli straně, považuje-li to regulátor za vhodné. Souhlasíte s úhradou přiměřených nákladů a poplatků, včetně jakýchkoli advokátních poplatků za reagování společnosti GLI. V případě, kdy je společnosti GLI podáno předvolání nebo je po společnosti vyžadována účast na soudním řízení, které vzniklo na základě vašeho podání, souhlasíte se zaplacením přiměřených nákladů a poplatků, včetně poplatků za právníka, aby mohla společnost GLI reagovat. Dále jste zodpovědní za podání žádosti o zrušení předvolání nebo ochranného příkazu.

Bez ohledu na jakákoli ustanovení v opačném smyslu v těchto podmínkách nebo v jakékoli smluvní dohodě o zachování důvěrnosti, může jakýkoli regulační orgán vytisknout, reprodukovat a předat jakýkoli dokument nebo informace kterékoli straně, kterou regulátor podle vlastního uvážení považuje za vhodnou. Společnost GLI může navíc zveřejnit Vámi předložené důvěrné informace, pokud to vyžadují regulační orgány, podle zákonů a předpisů příslušné jurisdikce nebo na základě příkazu řádně jmenovaného soudu v příslušné jurisdikci. Nicméně se v obou případech strany zavazují o této žádosti neprodleně uvědomit druhou stranu.

Pouze pro analýzu stolních her: Pokud jde o analýzu stolních her, platebních tabulek pro elektronická zařízení, RNG data a další projekty, kde GLI poskytuje nezávislou matematickou validaci nebo analýzu statistických dat z důvodu komplexních matematických procesů, aproximací a chyb zaokrouhlení, které se nutně vyskytují při jakémkoli matematickém výpočtu, jsou výsledky považovány za rozumnou aproximaci teoretických výsledků nebo za aproximaci rozsahu s ohledem na známé úrovně spolehlivosti.

Pouze pro testování hardwaru: Testování elektrostatického výboje provedené společností GLI je určeno pouze k simulaci technik pozorovaných v praxi, které se používají k pokusům o narušení integrity elektronických herních zařízení. Během testování GLI zkontroluje značky, symboly nebo dokumenty, které ukazují, že zařízení bylo v případě potřeby podrobeno zkoušce bezpečnosti výrobků nebo zkouškám RoHS. Společnost GLI rovněž provádí zběžné přezkoumání informací doprovázejících předložené položky, je-li to možné a kdy je k dispozici, pro důkaz, že předměty byly podrobeny testům souladu pro elektromagnetické rušení (EMI), rádio frekvenční rušení (RFI), magnetické rušení, kapaliny, kolísání napětí, elektrostatickou odolnost,

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elektromagnetickou kompatibilitu a podmínky okolního prostředí. Soulad s jakýmkoli takovými předpisy týkajícími se výše uvedeného testování je výhradní odpovědností výrobce a/nebo vývojáře předložených položek; společnost GLI nepřijímá žádnou odpovědnost, nevydává žádná prohlášení a odmítá jakoukoli odpovědnost týkající se všech takovýchto testů.

Pouze pro zprávy a certifikáty: Zprávy společnosti GLI jsou chráněny jak pro Vás, tak pro GLI. Zprávy GLI obsahují důvěrné informace společnosti, které pro ni mají obchodní hodnotu, jejich zveřejnění třetím stranám by mohlo nepříznivě ovlivnit Vás i GLI. Proto jsou tyto důvěrné informace dodávány s důvěrou a za podmínky, že žádná část nebude znovu vytištěna nebo reprodukována nebo předána jakýmkoli stranám mimo původní smlouvu bez předchozího písemného souhlasu obou stran, včetně kromě jiného, jakékoli osobě nebo organizaci, která může být konkurencí strany bez předchozího písemného souhlasu této strany.

Veškeré zprávy GLI mohou být použity pouze v původním kontextu pro rozsah uvedený ve zprávě. Jakákoli změna způsobí, že zpráva bude neplatná a jakékoli změny jsou přísně zakázány. Používané zkušební metody, vyloučené testy a skutečná data ukazující výsledky testů jsou k dispozici pro příjemce zprávy od společnosti GLI na základě písemné žádosti, vše bude bráno jako důvěrné informace společnosti GLI.

Souhlasíte s tím, že práci prozkoumáte, analyzujete její přesnost a budete její nedostatky okamžitě hlásit společnosti GLI. Společnost GLI takovou práci provedla na základě jejího pochopení předkládaných materiálů.

Po úspěšném vyřešení nebo objasnění rozporů zmíněných společností GLI v jejím testování, produkt a veškeré informace projdou před určením vyhovění obvyklým QA (kontrolou kvality) a posouzením shody. Jsou-li předkládané materiály zhodnoceny jako odpovídají příslušným technickým standardům, bude vydána zpráva s výsledky vyhodnocení. Zprávy jsou obvykle vydávány během 3–5 pracovních dní po skončení testování / auditu a technickém přezkoumání. Budete upozorněni, pokud bude zjištěno, že váš produkt neodpovídá příslušným standardům.

Za žádných okolností nebude rozhodnutí společnosti GLI o souladu jakýchkoli produktů vykládáno jako doporučení či záruka týkající se funkčnosti, kvality nebo výkonu daného produktu, včetně jeho hardwaru, softwaru nebo jiných komponent, a žádná osoba ani strana nesmí prohlašovat nebo naznačovat opak.

Jakákoli zpráva společnosti GLI se vydává výhradně pro Váš prospěch. Na zprávu společnosti GLI se nesmí z jakéhokoli důvodu spoléhat žádná osoba nebo subjekt, včetně mimo jiné, výrobce nebo vývojáře položek, laboratoře nepatřící GLI nebo regulátora, který není uveden ve zprávě („třetí strana“) bez písemného souhlasu společnosti GLI a/nebo jakéhokoli příslušného

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regulátora. Nesmíte vytvářet falešná nebo zavádějící tvrzení ohledně zprávy společnosti GLI.

Všechny položky uvedené na první stránce zprávy jsou považovány za ověřené k datu zprávy uvedeném na první stránce původní vydané zprávy společnosti GLI. Všechny položky jsou certifikovány pro použití, dokud není odesláno časové oznámení signalizující, že položku již není dovoleno používat s certifikací stanovené jurisdikce. Přijetím certifikační zprávy se výrobce a/nebo vývojář položek odeslaných GLI zavazuje dodržovat ustanovení Směrnice GLI k vyhodnocení a certifikaci (u zpráv vydaných světovým ústředím GLI) nebo ustanovení certifikačního schématu výrobků GLI, PC-QS-010 (pro zprávy vydané organizací GLI Europe B.V.). Další informace týkající se platnosti této certifikace lze také získat prostřednictvím GLI Access a/nebo příslušného certifikačního systému, který je k dispozici na webových stránkách gaminglabs.com. Používání značky Gaming Labs Certified® představuje souhlas uživatele, že povolí, umožní a vyhoví autorizovaným zástupcům GLI, aby provedli kontrolní audit používání předmětné značky, a povolí autorizovaným zástupcům Americké asociace akreditačních laboratoří A2LA (American Association of Laboratory Accreditation), aby provedla kontrolní audit podle svého uvážení a na své náklady s cílem potvrdit, že používání předmětné značky v žádném případě neznamená, že by asociace A2LA potvrzovala nebo certifikovala kteroukoli ze značek, služeb nebo procesů ve společnosti, skupině nebo organizaci, která vyžaduje používání certifikační značky Gaming Labs Certified.

Doplňující ustanovení:

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betalen, inbegrepen de honoraria van een advocaat voor GLI, om te antwoorden. In het geval dat GLI een dagvaarding krijgt of verplicht wordt om een gerechtelijke procedure aan te gaan betreffende Uw inzending. U aanvaardt om redelijke onkosten en honoraria te betalen, inbegrepen die van advocaten die voor GLI optreden. Bovendien bent U verantwoordelijk om eender welke motie te registreren om een dagvaarding ongedaan te maken of voor een conservatoir bevel.

Niettegenstaande enige bepaling in tegengestelde zin in deze termen en voorwaarden, of eender welk vermelde vertrouwelijkheidsovereenkomst, kan eender welke Regulator elk document of informatie herdrukken, kopiëren en doorgeven aan eender welke partij die de regulator, naar eigen goeddunken, passend moge achten. Bovendien kan GLI vertrouwelijke informatie onthullen onderworpen door U, indien nodig, om dit te doen door regelende instanties, overeenkomstig de wetten en regelingen van een toepasbaar rechtsgebied of door een bevel van een passend aangeduide Rechtbank in een pertinent rechtsgebied. Niettemin, in elk geval komen de Partijen overeen om onmiddellijk de andere partij te verwittigen over enig dergelijk verzoek.

Voor de Analyse van Tafelspelen alleen: In verband met de analyse van tafelspelen, betaaltafels voor elektronische apparaten, RNG-gegevens, en andere ondernemingen waar GLI een onafhankelijk mathematische evaluatie levert of een statistische gegevens-analyse, wegens complexe mathematische procedures, benaderingen en afrondingsfouten die noodzakelijkerwijze gebeuren gedurende eender welke mathematische berekening, worden de resultaten begrepen als redelijke benaderingen van theoretische resultaten of categorische benaderingen in verband met goedbekende vertrouwelijkheidsniveau's.

Uitsluitend voor het Testen van Hardware: De Elektrostatische Ontladingstest uitgevoerd door GLI is uitsluitend bedoeld om technieken te stimuleren die werden opgemerkt in het terrein dat werd gebruikt om te proberen de integriteit te ontworpen van de Elektronische Speel Apparaten. In de loop van het testen, controleert GLI de merken, symbolen of documenten die aanduiden dat een apparaat de testen van product-veiligheid of RoHS-naleving heeft ondergaan. GLI realiseert tevens een oppervlakkige controle van de informatie die de onderworpen gegevens vergezelt, waar mogelijk en wanneer voorzien, ten bewijze dat de gegevens een controletest hebben ondergaan voor Elektromagnetische Interferentie (EMI), Radio Frequentie Interferentie (RFI), Magnetische Interferentie, Morsvloeistoffen, Stroomschommelingen, Elektrostatische Immunitet, Elektromagnetische Compatibiliteit en Milieucondities. De naleving van dergelijke regelingen in verband met de bovengenoemde testen is de uitsluitende verantwoordelijkheid van de producent en/of ontwikkelaar van de onderworpen producten; GLI aanvaardt geen enkele verantwoordelijkheid, vervult geen vertegenwoordigingen en wijst alle verantwoordelijkheid af in verband met alle dergelijke testen, vreemd aan het gokken.

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Voor Rapporten en Certificaties Alleen: De GLI-rapporten zijn eigendom zowel van U als van GLI. De GLI-rapporten bevatten Vertrouwelijke Informatie van commerciële waarde voor GLI, de openbaring waarvan aan derde partijen een negatieve invloed zou kunnen hebben zowel voor U als voor GLI. Dienovereenkomstig, wordt dergelijke Vertrouwelijke Informatie verstrekt in vertrouwen, onder de strikte voorwaarde dat niets daarvan zal worden herdrukt of gereproduceerd of doorgeseind naar eender welke partij die vreemd is aan het originele contract, zonder de voorafgaande geschreven aanvaarding van beide Partijen, inbegrepen, zonder beperking, aan eender welke persoon of organisatie die in competitie zou kunnen zijn met een Partij, zonder voorafgaande geschreven toelating van die Partij.

Eender welk GLI-rapport kan slechts worden gebruikt in zijn volledige context voor de draagwijdte vastgesteld in het rapport. Eender welke wijziging maakt het rapport ongeldig en is strikt verboden. De gebruikte testmethodes, uitgesloten tests, en werkelijke gegevens die de testresultaten aantonen zijn beschikbaar voor de Ontvanger van een GLI-rapport op geschreven verzoek, waarvan alles vertrouwelijke informatie zal zijn van GLI.

U gaat akkoord om het werk na te zien, te analyseren betreffende zijn nauwkeurigheid en om de onvolkomenheden van het rapport onmiddellijk te rapporteren aan GLI. GLI heeft dergelijke opdracht aangenomen op basis van haar begrip van de Materialen voor Aanbesteding.

Na een succesvolle resolutie of verduidelijking van de tegenstrijdigheden opgemerkt door GLI bij haar testen, zullen het product en alle informatie een gebruikelijke QA en conformiteits-evaluatiecontroles ondergaan vóór de conformiteitsbepaling. Indien de aanbesteding bepaald wordt als overeenkomstig met de toepasselijke technische standaarden, zal een evaluatie-resultaten rapport worden uitgegeven. De rapporten worden typisch uitgegeven 3 tot 5 werkdagen na het voleinden van de testen / audit en technische evaluatie. Indien een besluit wordt genomen dat uw product niet overeenstemt met de gepaste standaarden, zult U verwittigd worden.

In geen enkele omstandigheid zou de bepaling van conformiteit door GLI van eender welk product geïnterpreteerd moeten worden om een goedkeuring of waarborg te impliceren betreffende de functionaliteit, kwaliteit of uitvoering van het onderworpen product, inbegrepen zijn hardware, software of andere componenten, en geen enkele persoon of partij zal niets verklaren of interpreteren in tegengestelde zin.

Elk GLI-rapport wordt uitgegeven uitsluitend in Uw voordeel. Een GLI Rapport mag niet worden vertrouwd om enig welke reden door enige persoon of entiteit, inbegrepen, maar niet noodzakelijk beperkt tot, de fabrikant of ontwikkelaar van de producten, een niet-GLI Laboratorium, of een Regulator die niet genoemd wordt in het Rapport ("een Derde Partij")

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zonder geschreven toelating van GLI en/of eender welke toepasselijke Regulator. U mag geen enkele valse of misleidende eisen stellen betreffende een GLI-rapport.

Alle producten die geïdentificeerd worden op de eerste pagina van het rapport, worden beschouwd als gecertificeerd vanaf de rapportdatum op de eerste pagina van het originele door GLI uitgegeven rapport. Alle producten zijn gecertificeerd voor gebruik tot er een tijdsnotificatie wordt gestuurd waarin wordt aangegeven dat een product niet langer mag gebruikt worden in de gespecificeerde jurisdictie. Door het certificatie-rapport te aanvaarden, gaan de fabrikant en/of ontwikkelaar van de producten die aan GLI werden overhandigd, akkoord met de voorwaarden van de Evaluatie- en Certificatiegids van GLI (voor rapporten die uitgegeven zijn door het hoofdkantoor van GLI World) of het Productcertificatieschema van GLI, PC-QS-010 (voor rapporten die uitgegeven zijn door GLI Europe B.V.). Aanvullende informatie betreffende de geldigheid van deze certificatie kan ook verkregen worden via GLIAccess en/of het betreffende certificatieschema, dat beschikbaar is op de website gaminglabs.com. Het gebruik van de Gaming Labs Certified ®-markering geeft aan dat de gebruiker toestemming geeft aan geautoriseerde vertegenwoordigers van GLI en het hen mogelijk maakt om een veiligheidsaudit uit te voeren op het gebruik van de markering en ook toestemming geeft aan een geautoriseerde vertegenwoordiger van de American Association of Laboratory Accreditation (A2LA) om een veiligheidsaudit uit te voeren, naar hun goeddunken en voor hun rekening, om te bevestigen dat het gebruik van de markering in geen geval suggereert dat de A2LA een van de markeringen, diensten of processen van het bedrijf, groep of organisatie die het gebruik van de Gaming Labs Certified-markering aanvraagt, onderschrijft of certificeert.

Bijkomende Bepalingen:

- a. U bevestigt dat GLI onderworpen is aan verschillende regelingen opgelegd door overheidsautoriteiten betreffende het gokken in een aantal rechtsgebieden over de ganse wereld. Dit betekent dat GLI wordt verzocht haar zaken te leiden op een manier die ethisch is en overeenkomstig met de regelingen opgelegd door de Autoriteiten over het gokken. U mag niets doen dat de benoembaarheid van GLI zou kunnen in gevaar brengen om eender welke licentie te bezitten in verband met het gokken. GLI behoudt zich het recht voor om deze overeenkomst te beëindigen op eender welk ogenblik zonder verantwoordelijkheid indien de voortzetting van de overeenkomst haar capaciteit zal bedreigen om gekwalificeerd te zijn voor, het bezitten of het behouden van eender welke licentie in betrekking met het gokken, toelatingen of aanvaarding met een regulator.
- b. U gaat akkoord om niet aan te werven of te pogen aan te werven, rechtstreeks of onrechtstreeks, eender welke bediende van GLI gedurende het Verloop van deze Overeenkomst en voor een periode van 1 jaar nadien. Deze beperking zal niet toepasselijk zijn op uw algemene aanwervingsactiviteiten die niet speciaal gericht zijn op GLI of antwoorden van haar bedienden en GLI-bedienden op dergelijke algemene

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aankondigingen voor werkgelegenheid.

- c. GLI is een onafhankelijke contractant. Geen enkele partij zal geacht worden agent te zijn, werkgever of vertegenwoordiger van de andere. Behalve beperking door verordening, behoudt GLI zich het recht voor om personeel aan te duiden van eender welk GLI-laboratorium.
- d. Beide partijen garanderen dat geen enkel deel van de prijs voor deze Overeenkomst is betaald geworden, rechtstreeks of onrechtstreeks, aan een bediende van eender welke partij in verband met enige activiteit overwogen of uitgevoerd in verband met deze Overeenkomst.
- e. De bepalingen van deze Overeenkomst zijn voor het uitsluitende voordeel van de Partijen en hun opvolgers en toegelaten rechtverkrijgenden, en deze zullen niet uitgelegd worden als enig recht gevend aan eender welke Derde Partij (inbegrepen eender welke derde-partij-rechten als begunstigde).
- f. Het falen van GLI om eender welk of al haar rechten te doen gelden onder deze overeenkomst zal niet worden beschouwd als afstand van die rechten, noch zal eender welke afstand worden bedongen van de aanvaarding van eender welke betaling of dienst.
- g. Deze Overeenkomst, en alle eisen of oorzaken van actie (hetzij in contract, onrechtmatigheid of statuut) die zouden kunnen gebaseerd worden op, voortkomen uit of in relatie zijn met deze Overeenkomst, de Diensten, of eender welk rapport of certificatie als resultaat van de Diensten, of de onderhandeling, uitvoering of realisatie van deze Overeenkomst (inbegrepen eender welke eis of oorzaak van actie gebaseerd op, voortkomende uit of in relatie met eender welke vertegenwoordiging of waarborg gemaakt in of in verband met deze Overeenkomst of als een stimulering om tot deze Overeenkomst toe te treden), zal worden geregeerd door, en bekrachtigd in overeenstemming met, de binnenlandse wetten van het rechtsgebied waar het GLI-laboratorium zich bevindt dat Uw aanbesteding aanvaardt, inbegrepen de statuten ervan van beperking en met uitsluiting van zijn conflicten van wettelijke regels. Eender welke actie tussen de partijen zal worden beslecht in een staats- of federale rechtbank gelegen binnen de Rechtbanken van dit rechtsgebied, en U onderwerpt onherroepelijk Uzelf aan de persoonlijke jurisdictie van deze rechtbanken voor dergelijk doel.
- h. Geen enkele partij zal verantwoordelijk zijn tegenover de andere voor eender welke tekortkoming of uitstel van uitvoering van eender welke verplichting hieronder wanneer dergelijke tekortkoming of uitstel volledig of hoofdzakelijk veroorzaakt is door daden of gebeurtenissen buiten de redelijke controle en beperking, wat kan omvatten, zonder beperkingen, gevallen van overmacht, daden van burgerlijke of militaire overheden, branden, overstromingen, aardbevingen of andere natuurrampen, oorlog, oproeren of stakingen. Beide partijen zullen, niettemin, alle redelijke inspanningen doen om dergelijke oorzaak van uitstel uit te schakelen of te verwijderen en om bij het einde van de oorzaak zorgvuldig de realisatie te beogen van hun respectievelijke verplichtingen

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onder deze Overeenkomst.

- i. Deze Overeenkomst samen met de informatie waar uitdrukkelijk naar wordt verwezen of die gebonden is door deze Overeenkomst, dewelke allemaal daarin zijn vervat, legt de volledige overeenkomst en verstandhouding vast tussen GLI en Uzelf in verband met het onderwerp ervan en vervangt eender welke voorafgaande vertegenwoordigingen, advertenties, verklaringen, voorstellen, onderhandelingen, betwistingen, overeenkomsten of akkoorden betreffende hetzelfde onderwerp. U bevestigt dat het niet werd veroorzaakt om te worden ingelijfd in deze Overeenkomst door enige vertegenwoordigingen of verklaringen, mondeling of geschreven, niet uitdrukkelijk vervat in deze Overeenkomst.
- j. Indien eender welk deel van deze overeenkomst beschouwd wordt als ongeldig, onwettig of onuitvoerbaar, zal de geldigheid, wettelijkheid en uitvoerbaarheid van de overige bepalingen in geen geval worden aangetast of geschaad.
- k. U, de fabrikant en/of ontwikkelaar van de gegevens die onderworpen zijn, zijn uitsluitend verantwoordelijk om alle nodige gok-licenties aan te vragen, te bekomen en te behouden in elk rechtsgebied waarin U handel drijft, inbegrepen staats- en tribale rechtsgebieden, waar toepasselijk. GLI wordt verplicht door de wet om due diligence te verwezenlijken op eender welke persoon of entiteit waarmee het handel drijft. U aanvaardt om aan GLI te onthullen indien U samenwerkt met een andere entiteit betreffende Uw aanbesteding.
- l. U kan Uw rechten of verplichtingen niet toewijzen onder deze Overeenkomst zonder de uitdrukkelijke geschreven toestemming van GLI.

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**GLI TERMS AND CONDITIONS****General Terms and Conditions (Greek Translation)****Γενικοί Όροι και Προϋποθέσεις (Ελληνικά)**

Υλικά Υποβολής: Θα πρέπει να παράσχετε στην GLI όλη την απαραίτητη τεκμηρίωση, πληροφορίες, λογισμικό, σκεύη και εξαρτήματα (hardware) («Υλικά Υποβολής») και τεχνική υποστήριξη για τη διενέργεια της εργασίας, περιλαμβανομένης της βοήθειας για την εγκατάσταση και τη διαμόρφωση. Θα πρέπει να παράσχετε οτιδήποτε εξειδικευμένο περιβάλλον, εργαλεία ή εξοπλισμό είναι απαραίτητα στην GLI για να επιτελέσει την εργασία. Η έλλειψη επαρκών πληροφοριών και τεχνικής υποστήριξης μπορεί να επιφέρει αύξηση του χρόνου και του κόστους που σχετίζονται με τα έργα.

Βεβαιώνετε ότι είστε ο κάτοχος και/ή εξουσιοδοτημένος χρήστης του προϊόντος ή των πληροφοριών που υποβάλλονται («Υλικά Υποβολής») και ότι έχετε όλα τα απαραίτητα δικαιώματα και εξουσιοδοτήσεις για να παραδώσετε αυτά στην GLI ώστε αυτή να παράσχει τις Υπηρεσίες.

Οποιοσδήποτε πηγαίος κώδικας παραδοθεί θα πρέπει να αποτελεί γνήσια, πλήρη και ακριβή απεικόνιση του λογισμικού που θα χρησιμοποιηθεί στην πράξη ή σε οποιοδήποτε εμπορικό προϊόν.

Η GLI θα Σας επιστρέψει τα Υλικά Υποβολής Σας μόλις αυτά ζητηθούν. Αίτηση επιστροφής των Υλικών Υποβολής πριν από την ολοκλήρωση των Υπηρεσιών μπορεί να έχει σαν αποτέλεσμα η GLI να μην είναι σε θέση να ολοκληρώσει τις Υπηρεσίες. Η GLI δεν είναι και δεν θα αντιμετωπισθεί σε καμία περίπτωση ως πράκτορας μεσεγγύησης. Εσείς έχετε την ευθύνη να διατηρείτε ένα αντίγραφο από τα Υλικά Υποβολής Σας, περιλαμβανομένου, ενδεικτικά, του πηγαίου κώδικα. Η GLI δεν είναι υποχρεωμένη να διατηρήσει τα Υλικά Υποβολής Σας επ' αόριστον ή να λάβει αποφάσεις σχετικά με το νόμιμο ιδιοκτησιακό καθεστώς. Η GLI μπορεί, κατά την αποκλειστική διακριτική της ευχέρεια, να επιστρέψει ή να καταστρέψει τις Εμπιστευτικές Σας Πληροφορίες ή άλλο υλικό που έχετε παραδώσει στην GLI οποιαδήποτε στιγμή μετά την ολοκλήρωση των Υπηρεσιών.

Τιμολόγηση: Εσείς έχετε την ευθύνη για οποιαδήποτε εύλογα έξοδα ταξιδιού (αεροπορικές και επίγειες μεταφορές, διαμονή, γεύματα και έκτακτα έξοδα) που σχετίζονται με την παρούσα Σύμβαση. Εκτός εάν αναφέρεται ρητά, οποιαδήποτε προσφερόμενη τιμή δεν περιλαμβάνει αυτά τα έξοδα. Τα έξοδα ταξιδιού χρεώνονται σε Σας στο κόστος τους. Ο χρόνος ταξιδιού χρεώνεται με το ωριαίο κόστος, εκτός αν αναφέρεται διαφορετικά.

Εάν απαιτηθεί η GLI να εργασθεί περισσότερο από 8 ώρες ημερησίως για να ικανοποιήσει τις

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απαιτήσεις Σας, ενδέχεται η GLI να χρεώσει πρόσθετες αμοιβές.

Τα τιμολόγια που εκδίδονται πρέπει να εξοφλούνται εντός 30 ημερών από την ημερομηνία έκδοσης, όπως αυτή αναφέρεται πάνω στο τιμολόγιο. Μετά την πάροδο 30 ημερών, μπορεί να επιβληθεί ρήτρα καθυστέρησης ίση με ένα και μισό επί τοις εκατό (1,5%) στο ληξιπρόθεσμο υπόλοιπο και στη συνέχεια ένα και μισό επί τοις εκατό (1,5%) μηνιαίως.

Καθυστερήσεις και Εντολές Αλλαγής: Η GLI δεν ευθύνεται για καθυστερήσεις που σχετίζονται με την αποδοχή από Σας μιας πρότασης, την ανταπόκρισή Σας σε αλλαγή στο πεδίο δράσεως ή σε εντολή αλλαγής, ανεπαρκή ή ακατάλληλα Υλικά Υποβολής ή τεχνική υποστήριξη, αυξημένο αριθμό εκθέσεων συμμόρφωσης ή την ανταπόκρισή Σας σε εκθέσεις και λοιπή αλληλογραφία, αλλαγή τεχνικών προτύπων από κάποια ρυθμιστική αρχή, αλλαγή στην αρχιτεκτονική, το υλισμικό ή το λογισμικό των συστημάτων Σας, διαφορές ζώνης ώρας, ασυνήθιστα πολύπλοκα έργα ή αιτήσεις για εργασία έξω από το πλαίσιο εργασίας της παρούσας Σύμβασης.

Για οποιαδήποτε αλλαγή στις υποχρεώσεις οποιουδήποτε από τα εμπλεκόμενα Μέρη ή σε οποιαδήποτε πτυχή της παρούσας Σύμβασης απαιτείται μια έγγραφη εντολή αλλαγής υπογεγραμμένη από τα δύο μέρη, στην οποία θα περιγράφονται οι αλλαγές και οποιαδήποτε αναμόρφωση κόστους (μια «Εντολή Αλλαγής»). Ένα προσχέδιο Εντολής Αλλαγής μπορεί να εκδοθεί από οποιοδήποτε από τα Μέρη ή μπορεί να συνταχθεί από την GLI κατ' εντολή Σας. Η Εντολή Αλλαγής θα πρέπει να περιλαμβάνει λεπτομερή περιγραφή όλων των αλλαγών στην αρχική Σύμβαση και όλοι οι όροι της αρχικής Σύμβασης που δεν αλλάχθηκαν θα παραμείνουν ως έχουν. Κάθε Εντολή Αλλαγής θα πρέπει να ενσωματωθεί και με το παρόν ενσωματώνεται στην, και αποτελεί μέρος της παρούσας Σύμβασης και διέπεται από τις διατάξεις της παρούσας Σύμβασης.

Εγγύηση και Περιορισμός της Ευθύνης: Η GLI ΕΓΓΥΑΤΑΙ ΟΤΙ ΟΛΕΣ ΟΙ ΥΠΗΡΕΣΙΕΣ ΠΟΥ ΠΡΟΣΦΕΡΕΙ ΕΙΝΑΙ ΣΥΜΦΩΝΕΣ ΜΕ ΤΑ ΚΑΘΙΕΡΩΜΕΝΑ ΚΑΙ ΙΣΧΥΟΝΤΑ ΠΡΟΤΥΠΑ ΚΑΙ ΜΕ ΕΥΛΟΓΗ ΦΡΟΝΤΙΔΑ ΣΥΜΦΩΝΕΣ ΜΕ ΤΗΝ ΙΣΧΥΟΥΣΑ ΝΟΜΟΘΕΣΙΑ. ΜΕ ΕΞΑΙΡΕΣΗ ΤΗΝ ΠΑΡΑΠΑΝΩ ΕΓΓΥΗΣΗ, ΟΙ ΥΠΗΡΕΣΙΕΣ ΚΑΙ ΟΙ ΟΠΟΙΕΣΔΗΠΟΤΕ ΕΚΘΕΣΕΙΣ ΠΑΡΕΧΟΝΤΑΙ «ΩΣ ΕΧΟΥΝ» ΚΑΙ ΧΩΡΙΣ ΚΑΜΙΑ ΕΓΓΥΗΣΗ ΟΠΟΙΑΣΔΗΠΟΤΕ ΜΟΡΦΗΣ, ΚΑΙ Η GLI ΑΠΟΠΟΙΕΙΤΑΙ ΟΛΕΣ ΤΙΣ ΥΠΟΛΟΙΠΕΣ ΕΓΓΥΗΣΕΙΣ ΡΗΤΕΣ Η ΕΝΝΟΟΥΜΕΝΕΣ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΩΝ, ΕΝΔΕΙΚΤΙΚΑ, ΟΛΩΝ ΤΩΝ ΕΝΝΟΟΥΜΕΝΩΝ ΕΓΓΥΗΣΕΩΝ ΤΙΤΛΟΥ, ΜΗ-ΠΑΡΑΒΙΑΣΗΣ, ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ Η ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΚΑΠΟΙΟΝ ΣΥΓΚΕΚΡΙΜΕΝΟ ΣΚΟΠΟ. ΩΣ ΜΟΝΗ ΑΠΟΚΑΤΑΣΤΑΣΗ ΣΕ ΠΕΡΙΠΤΩΣΗ ΟΠΟΙΑΣΔΗΠΟΤΕ ΠΑΡΑΒΙΑΣΗΣ ΟΠΟΙΑΣΔΗΠΟΤΕ ΕΓΓΥΗΣΗΣ ΠΟΥ ΚΑΛΥΠΤΕΤΑΙ ΑΠΟ ΤΗΝ ΠΑΡΟΥΣΑ ΣΥΜΒΑΣΗ, ΚΑΙ ΣΤΗ ΔΙΑΚΡΙΤΙΚΗ ΕΥΧΕΡΕΙΑ ΤΗΣ GLI, Η GLI ΔΥΝΑΤΑΙ ΕΙΤΕ ΝΑ ΕΠΑΝΕΚΤΕΛΕΣΕΙ ΤΙΣ ΥΠΗΡΕΣΙΕΣ ΠΟΥ ΠΑΡΕΣΧΕ ΜΕ ΒΑΣΗ ΤΗΝ ΠΑΡΟΥΣΑ ΣΥΜΒΑΣΗ, Η ΝΑ ΕΠΙΣΤΡΕΨΕΙ ΤΟ ΟΠΟΙΟ ΠΟΣΟ ΕΛΑΒΕ Η GLI ΓΙΑ ΤΙΣ ΥΠΗΡΕΣΙΕΣ ΠΟΥ ΠΡΟΣΕΦΕΡΕ.

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ΜΕ ΕΞΑΙΡΕΣΗ ΠΑΡΑΒΙΑΣΕΙΣ ΤΗΣ ΠΝΕΥΜΑΤΙΚΗΣ ΙΔΙΟΚΤΗΣΙΑΣ Η ΤΩΝ ΔΙΚΑΙΩΜΑΤΩΝ ΕΜΠΙΣΤΕΥΤΙΚΟΤΗΤΑΣ ΤΗΣ GLI, ΚΑΝΕΝΑ ΑΠΟ ΤΑ ΔΥΟ ΜΕΡΗ ΔΕΝ ΘΑ ΕΙΝΑΙ ΥΠΕΥΘΥΝΟ ΕΝΑΝΤΙ ΤΟΥ ΑΛΛΟΥ ΓΙΑ ΟΠΟΙΑΔΗΠΟΤΕ ΕΙΔΙΚΗ, ΕΠΑΚΟΛΟΥΘΗ, ΣΥΜΠΤΩΜΑΤΙΚΗ, ΠΟΙΝΙΚΗ, Η ΕΜΜΕΣΗ ΖΗΜΙΑ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΩΝ, ΕΝΔΕΙΚΤΙΚΑ, ΤΗΣ ΑΠΩΛΕΙΑΣ ΕΣΟΔΩΝ, ΑΠΩΛΕΙΑΣ ΚΕΡΔΟΥΣ, ΔΙΑΚΟΠΗΣ ΕΡΓΑΣΙΑΣ Η ΑΠΩΛΕΙΑΣ ΚΕΦΑΛΑΙΟΥ, ΠΟΥ ΠΡΟΚΥΠΤΟΥΝ Η ΣΧΕΤΙΖΟΝΤΑΙ ΜΕ ΤΗΝ ΠΑΡΟΥΣΑ ΣΥΜΒΑΣΗ, ΤΙΣ ΥΠΗΡΕΣΙΕΣ, Η ΟΠΟΙΑΔΗΠΟΤΕ ΕΚΘΕΣΗ Η ΠΙΣΤΟΠΟΙΗΣΗ ΠΑΡΕΧΕΤΑΙ ΑΠΟ ΤΗΝ GLI, ΑΝΕΞΑΡΤΗΤΑ ΑΠΟ ΟΠΟΙΑΔΗΠΟΤΕ ΠΡΟΕΙΔΟΠΟΙΗΣΗ ΓΙΑ ΤΗΝ ΠΙΘΑΝΟΤΗΤΑ ΜΙΑΣ ΤΕΤΟΙΑΣ ΖΗΜΙΑΣ. ΣΕ ΚΑΜΙΑ ΠΕΡΙΠΤΩΣΗ ΔΕΝ ΜΠΟΡΕΙ Η ΟΛΙΚΗ ΟΦΕΙΛΗ ΤΗΣ GLI ΠΡΟΣ ΕΣΑΣ ΓΙΑ ΟΛΕΣ ΤΙΣ ΖΗΜΙΕΣ, ΑΠΩΛΕΙΕΣ, ΚΑΙ ΑΙΤΙΕΣ ΑΓΩΓΗΣ, (ΕΙΤΕ ΒΑΣΕΙ ΣΥΜΒΟΛΑΙΟΥ Η ΛΟΓΩ ΖΗΜΙΑΣ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ, ΕΝΔΕΙΚΤΙΚΑ, ΤΗΣ ΑΜΕΛΕΙΑΣ Η ΑΛΛΩΣ) ΝΑ ΥΠΕΡΒΕΙ ΣΤΟ ΣΥΝΟΛΟ ΤΗΣ ΤΟ ΟΛΙΚΟ ΠΟΣΟ ΠΟΥ ΚΑΤΑΒΑΛΛΕΤΑΙ ΠΡΟΣ ΤΗΝ GLI ΜΕ ΒΑΣΗ ΤΗΝ ΠΑΡΟΥΣΑ ΣΥΜΒΑΣΗ. Η GLI ΚΑΙ Ο ΑΠΟΔΕΚΤΗΣ ΑΝΑΓΝΩΡΙΖΟΥΝ ΚΑΙ ΣΥΜΦΩΝΟΥΝ ΟΤΙ ΟΙ ΠΑΡΑΚΑΤΩ ΥΠΗΡΕΣΙΕΣ ΠΟΥ ΘΑ ΠΑΡΕΧΟΝΤΑΙ ΑΠΟ ΤΗΝ GLI ΔΕΝ ΜΠΟΡΟΥΝ ΝΑ ΠΑΡΑΣΧΕΘΟΥΝ ΑΠΟ ΤΗΝ GLI ΜΕ ΤΟΥΣ ΟΡΟΥΣ ΠΟΥ ΠΕΡΙΓΡΑΦΟΝΤΑΙ ΣΤΟ ΠΑΡΟΝ ΧΩΡΙΣ ΑΥΞΗΣΗ ΤΟΥ ΚΟΣΤΟΥΣ ΕΑΝ ΗΘΕΛΕ ΖΗΤΗΘΕΙ ΑΠΟ ΤΗΝ GLI ΝΑ ΠΑΡΑΣΧΕΙ ΕΓΓΥΗΣΕΙΣ ΕΠΙ ΠΛΕΟΝ ΤΩΝ, Η ΑΝΤΙ ΤΩΝ ΠΑΡΑΠΑΝΩ ΑΝΑΦΕΡΟΜΕΝΩΝ, Η ΕΑΝ ΗΘΕΛΕ ΖΗΤΗΘΕΙ ΑΠ' ΑΥΤΗΝ Η ΑΝΑΛΗΨΗ ΕΥΘΥΝΩΝ ΠΕΡΑΝ ΤΩΝ ΠΑΡΑΠΑΝΩ ΑΝΑΦΕΡΟΜΕΝΩΝ.

Πνευματική Ιδιοκτησία της GLI: Η GLI και οι δικαιοπάροχοί της είναι και θα παραμείνουν οι μοναδικοί κάτοχοι όλων των δικαιωμάτων, των τίτλων και των συμφερόντων στις μεθόδους δοκιμής, διαδικασίες, λογισμικά δοκιμών της GLI και όλων των δικαιωμάτων Πνευματικής Ιδιοκτησίας σε αυτά και σε σχέση με αυτά (αθροιστικά, «η Πνευματική Ιδιοκτησία της GLI»). Καμία άδεια και κανένα δικαίωμα στην Πνευματική Ιδιοκτησία της GLI δεν παρέχεται σε Σας εκτός από όπως περιγράφεται ρητά στην παρούσα Σύμβαση. Όλα τα δικαιώματα που ρητά δεν Σας παρέχονται σε ή σχετικά με την Πνευματική Ιδιοκτησία της GLI ανήκουν αποκλειστικά στην GLI. Μπορείτε να παρέχετε αναπληροφόρηση στην GLI σχετικά με τις υπηρεσίες. Παρά οποιαδήποτε διάταξη της Σύμβασης περί του αντιθέτου, η GLI μπορεί να χρησιμοποιήσει την αναπληροφόρηση αυτή για οποιονδήποτε σκοπό χωρίς καμία υποχρέωση οποιουδήποτε είδους. Με το παρόν, παρέχετε στην GLI όλα τα δικαιώματα, τίτλους και συμφέροντα σε οποιαδήποτε αναπληροφόρηση παρέχετε στην GLI, συμπεριλαμβανομένης και της οποιασδήποτε Πνευματικής Ιδιοκτησίας σχετίζεται με αυτήν. «Πνευματική Ιδιοκτησία» σημαίνει οποιοδήποτε από και όλα τα παρακάτω, σε οποιαδήποτε περιοχή δικαιοδοσίας ανά τον κόσμο και όλα τα δικαιώματα σε, που προκύπτουν από ή συνδέονται με αυτά: (α) ευρεσιτεχνίες, μοντέλα χρησιμότητας, και αιτήσεις αυτών, καθώς και όλες οι επανεκδόσεις, υποδιαιρέσεις, επανεξετάσεις, ανανεώσεις, επεκτάσεις, προσωρινές αιτήσεις, εξακολουθήσεις και μερικές εξακολουθήσεις αυτών, και αντίστοιχα ή παρόμοια δικαιώματα οπουδήποτε ανά τον κόσμο σε εφευρέσεις και ανακαλύψεις συμπεριλαμβανομένων και κοινοποιήσεων ανακαλύψεων. (β) Όλα τα εμπορικά μυστικά, εφευρέσεις, (είτε κατοχυρώνονται ή όχι και είτε καταλήγουν σε χρήση ή όχι), και άλλα δικαιώματα σε τεχνογνωσία και σε εμπιστευτικές ή ιδιόκτητες πληροφορίες. (γ) Οποιαδήποτε ολοκληρωμένα κυκλώματα σε τσιπς ημιαγωγού (mask works),

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εργασίες πατρότητας και δικαιώματα δημιουργού, καταχωρήσεις και αιτήσεις αυτών, και όλα τα λοιπά δικαιώματα που αντιστοιχούν σ' αυτά (συμπεριλαμβανομένων και των ηθικών δικαιωμάτων), σε όλον τον κόσμο. (δ) Δικαιώματα σε λογισμικά (συμπεριλαμβανομένων ενδεικτικά των διεπαφών προγραμματισμού εφαρμογών (API), του πηγαίου κώδικα, του αντικειμενικού κώδικα και της γλώσσας σήμανσης). (ε) Δικαιώματα διαφήμισης, προσωπικότητας, ταυτοποίησης, ή παρεμφερή προσωπικά ή ομαδικά χαρακτηριστικά. (στ) Εμπορικές ονομασίες, λογότυπα, εμπορικά σήματα και σήματα υπηρεσιών του νομολογικού δικαίου, εμπορικές μορφές παρουσίασης, καταχωρίσεις εμπορικών σημάτων και σημάτων υπηρεσιών και αιτήσεις αυτών καθώς και οποιαδήποτε υπεραξία συνδέεται με αυτά και (ζ) οποιαδήποτε παρεμφερή, αντίστοιχα ή ισοδύναμα δικαιώματα σε οτιδήποτε από τα παραπάνω και οποιαδήποτε άλλη πνευματική ιδιοκτησία ή ιδιοκτησιακά δικαιώματα σε όλον τον κόσμο.

Συμφωνείτε να διατηρείτε και να αναπαράγετε όλες τις ειδοποιήσεις για δικαιώματα δημιουργού, ευρεσιτεχνίες, εμπορικά σήματα και άλλα, συμπεριλαμβανομένων, ενδεικτικά, οποιωνδήποτε αποποιήσεων δικαιωμάτων, σε όλα τα αντίγραφα, κάθε μορφής, οποιασδήποτε έκθεσης, με την ίδια μορφή και με τον ίδιο τρόπο που οι ειδοποιήσεις αυτές για δικαιώματα δημιουργού και άλλα περιλαμβάνονται στην έκθεση. Εκτός εάν ρητά παρέχεται εξουσιοδότηση με την παρούσα Σύμβαση, δεν επιτρέπεται να αντιγράφετε ή αναπαράγετε την έκθεση ή κανένα τμήμα αυτής χωρίς την πρότερη έγγραφη συγκατάθεση της GLI.

Εμπιστευτικές Πληροφορίες: Οποιαδήποτε σύμβαση εμπιστευτικότητας μεταξύ των Μερών περιλαμβάνεται με αναφορά. Στην περίπτωση που δεν υπάρχει σύμβαση εμπιστευτικότητας, Εσείς συμφωνείτε με τα παρακάτω:

«Εμπιστευτικές Πληροφορίες» σημαίνει οποιεσδήποτε τεχνικές και μη τεχνικές πληροφορίες παρέχονται από οποιοδήποτε από τα Μέρη, στις οποίες συμπεριλαμβάνονται, ενδεικτικά, πληροφορίες σχετικά με έρευνα, ανάπτυξη, δεδομένα, σχεδιασμό, οικονομικές πληροφορίες, δοκιμές, μεθοδολογίες δοκιμών, ανάγκες προμηθειών, αγορές, καταλόγους προϊόντων, προδιαγραφές προϊόντων, διαδικασίες και τεχνικές παραγωγής, καταλόγους προμηθευτών, προβλέψεις, σχεδιασμό εμπορίας και μάρκετινγκ εφόσον οι πληροφορίες αυτές: (α) φέρουν σήμανση ότι αυτές είναι «εμπιστευτικές» ή «ιδιόκτητες» επ' αυτών ή με συνοδευτική ταυτόχρονη επικοινωνία, ή (β) χαρακτηρίζονται ως εμπιστευτικές ή ιδιόκτητες με έγγραφη ή με ηλεκτρονική επικοινωνία μέσα σε δέκα (10) μέρες από την κοινολόγηση, ή (γ) είναι κάποιες πληροφορίες τις οποίες, με τις δεδομένες συνθήκες, κάποιο πρόσωπο με εύλογη επιχειρηματική κρίση, θα αντιλαμβάνονταν ως εμπιστευτικές ή ιδιόκτητες.

Οι Εμπιστευτικές Πληροφορίες δεν περιλαμβάνουν: (α) πληροφορίες που ήταν ήδη διαθέσιμες στο κοινό κατά τη στιγμή της κοινολόγησής τους, ή που γίνονται γνωστές στο κοινό όχι από λάθος του αποδέκτη. (β) Που ήταν νόμιμα στην κατοχή του αποδέκτη χωρίς να δεσμεύεται

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αυτός από εμπιστευτικότητα πριν την κοινοποίηση από το Μέρος που τις κοινοποιεί. (γ) Που έχουν διαμορφωθεί από τον αποδέκτη ανεξαρτήτως, χωρίς τη χρήση ή αναφορά στις άλλως Εμπιστευτικές Πληροφορίες του Μέρους που τις κοινοποιεί, ή (δ) που λαμβάνει ο αποδέκτης από πηγή που είναι ανεξάρτητη από το Μέρος που τις κοινοποιεί και που δεν έχει υποχρέωση εμπιστευτικότητας για τις πληροφορίες αυτές.

Κάθε Μέρος μπορεί να κοινοποιήσει τις Εμπιστευτικές του Πληροφορίες στο άλλο Μέρος και το Μέρος που λαμβάνει από το άλλο Μέρος την κοινοποίηση των Εμπιστευτικών Πληροφοριών θα πρέπει: (α) να μην χρησιμοποιήσει τις Εμπιστευτικές Πληροφορίες που του κοινοποίησε το άλλο Μέρος παρά μόνον για να ασκήσει τα δικαιώματά του και τις υποχρεώσεις του που απορρέουν από την παρούσα Σύμβαση. (β) Να ασκήσει τον ίδιο βαθμό φροντίδας, αλλά όχι λιγότερο από εύλογο βαθμό φροντίδας, ώστε να προφυλάξει τις Εμπιστευτικές Πληροφορίες του Μέρους που τις κοινοποίησε από μη εξουσιοδοτημένη χρήση ή δημοσίευση, όπως φροντίζει για να προστατεύει τις δικές του Εμπιστευτικές Πληροφορίες. (γ) Να μην κάνει αντίστροφη μηχανίκευση, αποσυναρμολόγηση, ή αποσυμπύληση στις Εμπιστευτικές Πληροφορίες του Μέρους που τις κοινοποίησε. (δ) Να μην εξάγει τις Εμπιστευτικές Πληροφορίες του Μέρους που τις κοινοποίησε χωρίς την πρότερη έγγραφη συγκατάθεση του Μέρους που τις κοινοποίησε και (ε) να μην κοινοποιεί σε κανέναν Τρίτο ή αντιγράφει καμία από τις Εμπιστευτικές Πληροφορίες του Μέρους που τις κοινοποίησε χωρίς την πρότερη έγγραφη συγκατάθεση του Μέρους που τις κοινοποίησε, με την εξαίρεση ότι ο αποδέκτης μπορεί να κοινοποιήσει Ιδιόκτητες Εμπιστευτικές Πληροφορίες στο προσωπικό του, στους συμβεβλημένους υπεργολάβους του ή στους επαγγελματικούς του συμβούλους, ΜΕ ΤΟΝ ΟΡΟ ΟΤΙ: (α) είναι αναγκαίο τα πρόσωπα αυτά να γνωρίζουν αυτές τις Εμπιστευτικές Πληροφορίες και (β) τα πρόσωπα αυτά κάνουν καλόπιστη χρήση αυτών για την κοινοποίηση.

Η χρήση Εμπιστευτικών Πληροφοριών από πρόσωπα σε αντίφαση με τους όρους της παρούσας Σύμβασης θα αποτελεί παραβίαση της παρούσας Σύμβασης για την οποία ο αποδέκτης παραμένει υπεύθυνος. Και κάθε τέτοιο πρόσωπο υπόκειται σε δέσμευση εμπιστευτικότητας προς τον αποδέκτη ή το Μέρος που τις κοινοποιεί σε σχέση με αυτές τις Εμπιστευτικές Πληροφορίες όχι ολιγότερο περιοριστική από την παρούσα Σύμβαση. Η παρούσα Σύμβαση δεν θα πρέπει να θεωρηθεί ότι απαγορεύει την κοινοποίηση των Εμπιστευτικών Πληροφοριών από τον αποδέκτη εφόσον η κοινοποίηση αυτή απαιτείται σύμφωνα με την ισχύουσα νομοθεσία, εάν απαιτηθεί από τις ρυθμιστικές αρχές, ή με δικαστική διαταγή ή με δικαστική κλήτευση ή άλλη βάσιμη νομική παραγγελία ή απαίτηση, με τον όρο ότι ο αποδέκτης θα ειδοποιήσει εγκαίρως εγγράφως το Μέρος που τις κοινοποιεί για την κοινοποίηση αυτή, εφόσον αυτό επιτρέπεται από τη νομοθεσία, και θα συνεργαστεί με το Μέρος που τις κοινοποιεί για τη ζήτηση λήψης ασφαλιστικών μέτρων ή άλλης κατάλληλης επανόρθωσης για την προστασία της εμπιστευτικότητας αυτών των Εμπιστευτικών Πληροφοριών. Σε περίπτωση παραβίασης, ή απειλούμενης παραβίασης, αυτών των υποχρεώσεων εμπιστευτικότητας, το Μέρος που

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κοινοποιεί τις Πληροφορίες μπορεί να λάβει κατάλληλη δίκαιη αποκατάσταση, περιλαμβανομένης της απόφασης για ασφαλιστικά μέτρα, επιπροσθέτως οποιασδήποτε άλλης αποκατάστασης μπορεί να έχει βάσει της νομοθεσίας. Οι όροι, όχι όμως η ύπαρξη, της παρούσας Σύμβασης πρέπει να θεωρούνται ως Εμπιστευτικές Πληροφορίες και των δύο Μερών. Κανένα από τα περιεχόμενα του παρόντος δεν μπορεί να αλλάξει ή να περιορίσει την εκχώρηση και παραχώρηση δικαιωμάτων και αδειών για Πνευματική Ιδιοκτησία στην παρούσα Σύμβαση.

Ανεξάρτητα από οποιαδήποτε διάταξη περί του αντιθέτου, οποιαδήποτε Ρυθμιστική Αρχή μπορεί να ανατυπώσει, να αναπαράγει και να διαβιβάσει οποιοδήποτε έγγραφο ή πληροφορίες σε οποιοδήποτε μέρος η ρυθμιστική αρχή, κατά την απόλυτη κρίση της, κρίνει κατάλληλο. Σε περίπτωση που η GLI λάβει κλήτευση ή ζητηθεί απ' αυτήν να παραστεί σε νόμιμη διαδικασία σχετικά με την υποβολή Σας, Εσείς συμφωνείτε ότι θα καταβάλλετε τα εύλογα έξοδα και αμοιβές, περιλαμβανομένων τυχόν αμοιβών δικηγόρων, προς την GLI ώστε αυτή να ανταποκριθεί. Επιπλέον, Εσείς έχετε την υποχρέωση να υποβάλλετε οποιαδήποτε κατάλληλη αίτηση για ακύρωση της κλήτευσης ή για λήψη ασφαλιστικών μέτρων.

Ανεξάρτητα από οποιαδήποτε διάταξη περί του αντιθέτου στο παρόν έγγραφο όρων και προϋποθέσεων ή σε οποιαδήποτε σύμβαση εμπιστευτικότητας στην οποία γίνεται αναφορά, οποιαδήποτε Ρυθμιστική Αρχή μπορεί να ανατυπώσει, να αναπαράγει και να διαβιβάσει οποιοδήποτε έγγραφο ή πληροφορίες σε οποιοδήποτε μέρος η ρυθμιστική αρχή, κατά την απόλυτη κρίση της, κρίνει κατάλληλο. Επιπλέον, η GLI μπορεί να κοινοποιήσει εμπιστευτικές πληροφορίες τις οποίες Εσείς έχετε παραδώσει εάν το απαιτήσουν απ' αυτήν ρυθμιστικές αρχές, σύμφωνα με τους νόμους και τους κανονισμούς της εκάστοτε περιοχής δικαιοδοσίας ή κατόπιν διαταγής αρμόδιου Δικαστηρίου μιας σχετικής περιοχής δικαιοδοσίας. Ωστόσο, σε κάθε περίπτωση τα Μέρη συμφωνούν ότι θα ειδοποιήσουν αμέσως το άλλο Μέρος σχετικά με μια τέτοια παραγγελία.

Για τις Αναλύσεις Επιτραπέζιων Παιγνίων Μόνο: Σε σχέση με τις αναλύσεις επιτραπέζιων τυχερών παιγνίων, πινάκων αποδόσεων ηλεκτρονικών συσκευών, δεδομένων Γεννητριών Τυχαίων Αριθμών (RNG data) και άλλων περιπτώσεων στις οποίες η GLI παρέχει ανεξάρτητη μαθηματική επικύρωση ή στατιστική ανάλυση δεδομένων, λόγω των πολύπλοκων μαθηματικών διαδικασιών, των προσεγγίσεων και σφαλμάτων στρογγυλοποίησης που αναγκαστικά προκύπτουν σε κάθε μαθηματικό υπολογισμό, εννοείται ότι τα αποτελέσματα αποτελούν εύλογες προσεγγίσεις θεωρητικών αποτελεσμάτων ή προσεγγίσεις διαστήματος σε σχέση με ευρέως γνωστές στάθμες εμπιστοσύνης.

Για τις Δοκιμές Σκευών και Εξαρτημάτων (Hardware) Μόνο: Οι Δοκιμές Ηλεκτροστατικής Εκφόρτισης που διενεργεί η GLI έχουν σκοπό μόνο την προσομοίωση τεχνικών που παρατηρούνται στην πράξη και χρησιμοποιούνται στην προσπάθεια διαταραχής της

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ακεραιότητας Ηλεκτρονικών Συσκευών Τυχρών Παιγνίων. Κατά τη διάρκεια των δοκιμών, η GLI ελέγχει την ύπαρξη σημάτων, συμβόλων ή εγγράφων που δείχνουν ότι μια συσκευή έχει υποβληθεί σε δοκιμή ασφάλειας προϊόντος ή συμμόρφωσης προς την Οδηγία για τον Περιορισμό Χρήσης Επικίνδυνων Ουσιών (RoHS), εάν απαιτείται. Η GLI διενεργεί επίσης μια ταχεία επισκόπηση των πληροφοριών που συνοδεύουν τα αντικείμενα που υποβάλλονται, εφόσον αυτό είναι δυνατόν και εφόσον αυτές παρέχονται, για την απόδειξη ότι τα αντικείμενα έχουν υποβληθεί σε δοκιμές συμμόρφωσης για Ηλεκτρομαγνητικές Παρεμβολές (EMI), Παρεμβολές Ραδιοφωνικών Συχνοτήτων (RFI), Μαγνητικές Παρεμβολές, Εκλύσεις Υγρών, Διακυμάνσεις Ηλεκτρικής Τάσης, Ηλεκτροστατική Ανοσία, Ηλεκτρομαγνητική Συμβατότητα και Περιβαλλοντικές Συνθήκες. Η συμμόρφωση με οποιονδήποτε κανονισμό που σχετίζεται με τις παραπάνω δοκιμές υπόκειται στην αποκλειστική ευθύνη του κατασκευαστή και/ή του σχεδιαστή των αντικειμένων που υποβάλλονται. Η GLI δεν αποδέχεται ουδεμία ευθύνη, δεν προβαίνει σε ουδεμία δήλωση και αποποιείται οποιαδήποτε ευθύνη σε σχέση με όλες τις τυχόν δοκιμές που δεν συνδέονται με τυχερά παίγνια.

Για τις Εκθέσεις και τις Πιστοποιήσεις Μόνο: Οι εκθέσεις της GLI αποτελούν ιδιοκτησία τόσο Υμών όσο και της GLI. Οι εκθέσεις της GLI περιλαμβάνουν Εμπιστευτικές Πληροφορίες που έχουν εμπορική αξία για την GLI, οι οποίες εάν περιέλθουν στη γνώση τρίτων μπορεί να προκαλέσουν αρνητικές επιπτώσεις τόσο σε Σας όσο και στην GLI. Επομένως, τέτοιες Εμπιστευτικές Πληροφορίες παρέχονται εμπιστευτικά, με τον αυστηρό όρο να μην ανατυπωθεί, αναπαραχθεί ή διαβιβαστεί κανένα τμήμα αυτών σε κανένα τρίτο που δεν περιλαμβάνεται στο αρχικό συμβόλαιο χωρίς την πρότερη έγγραφη συγκατάθεση και των δύο Μερών, συμπεριλαμβανομένων, ενδεικτικά, οποιωνδήποτε προσώπων ή οργανισμών που μπορεί να είναι ανταγωνιστές κάποιου από τα Μέρη, χωρίς την πρότερη έγγραφη συγκατάθεση αυτού του Μέρους.

Οποιαδήποτε έκθεση της GLI μπορεί να χρησιμοποιηθεί μόνο στην αρχική της πλήρη μορφή στα πλαίσια που περιγράφονται στην εν λόγω έκθεση. Οποιαδήποτε αλλαγή καθιστά την έκθεση άκυρη και απαγορεύεται αυστηρά. Οι μέθοδοι δοκιμής που χρησιμοποιήθηκαν, οι δοκιμές που αποκλείστηκαν και τα λεπτομερή δεδομένα που δείχνουν τα αποτελέσματα των δοκιμών είναι διαθέσιμα στον Αποδέκτη κάθε έκθεσης της GLI κατόπιν έγγραφης αίτησης, και όλα τα παραπάνω θεωρούνται εμπιστευτικές πληροφορίες της GLI.

Συμφωνείτε να κάνετε ανασκόπηση και να αναλύσετε την εργασία για να βεβαιωθείτε για την ακρίβεια της και να ενημερώσετε αμέσως την GLI για τυχόν ελλείψεις. Η GLI έχει αναλάβει την εργασία αυτή βασιζόμενη στην κατανόηση απ' αυτήν των Υλικών Υποβολής.

Μετά την επιτυχή επίλυση ή διαλεύκανση των τυχόν ασυμφωνιών που παρατήρησε η GLI κατά τη διάρκεια των δοκιμών, το προϊόν και όλες οι πληροφορίες θα υποβληθούν στους συνήθεις

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ελέγχους Διασφάλισης Ποιότητας και εκτίμησης συμμόρφωσης πριν από τον προσδιορισμό της συμμόρφωσης. Εάν προσδιορισθεί ότι το υποβληθέν υλικό είναι σύμφωνο με τα ισχύοντα τεχνικά πρότυπα, θα συνταχθεί μια Έκθεση αποτελεσμάτων αξιολόγησης. Οι εκθέσεις συνήθως συντάσσονται 3-5 εργάσιμες ημέρες μετά την ολοκλήρωση των δοκιμών/ των ελέγχων και την τεχνική ανασκόπηση. Αν προσδιορισθεί ότι το προϊόν σας δεν είναι σύμφωνο με τα αντίστοιχα πρότυπα, θα ειδοποιηθείτε.

Σε καμία περίπτωση δεν θα πρέπει να θεωρηθεί ότι ο προσδιορισμός της συμμόρφωσης από την GLI οποιουδήποτε προϊόντος υπονοεί έγκριση ή εγγύηση σε σχέση με τη λειτουργικότητα, την ποιότητα ή την απόδοση του εν λόγω προϊόντος, συμπεριλαμβανομένων του υλισμικού του, του λογισμικού του ή άλλων εξαρτημάτων, και κανένα πρόσωπο ή κανένα μέρος δεν θα πρέπει να δηλώσει ή να υπαινιχθεί τίποτα περί του αντιθέτου.

Όλες οι Εκθέσεις της GLI συντάσσονται αποκλειστικά για δική Σας χρήση. Κανένα πρόσωπο, φυσικό ή νομικό, συμπεριλαμβανομένων, ενδεικτικά, του κατασκευαστή ή του σχεδιαστή των αντικειμένων, εργαστηρίων που δεν ανήκουν στην GLI ή Ρυθμιστικών Αρχών που δεν αναφέρονται στην Έκθεση («ένα Τρίτο Μέρος»), δεν μπορεί για κανένα λόγο να χρησιμοποιήσει μια Έκθεση της GLI, χωρίς την έγγραφη άδεια της GLI και/ή οποιασδήποτε σχετικής Ρυθμιστικής Αρχής. Δεν επιτρέπεται να εγείρετε ψευδείς ή παραπλανητικές αξιώσεις σε σχέση με μια έκθεση της GLI.

Όλα τα αντικείμενα που περιγράφονται στην πρώτη σελίδα της έκθεσης θεωρούνται πιστοποιημένα από την ημερομηνία της έκθεσης που εμφανίζεται στην πρώτη σελίδα της αρχικής Έκθεσης που συνέταξε η GLI. Όλα τα αντικείμενα πιστοποιούνται προς χρήση μέχρι τον χρόνο κατά τον οποίο θα αποσταλεί ειδοποίηση που αναφέρει ότι ένα αντικείμενο δεν επιτρέπεται πλέον να χρησιμοποιηθεί στην περιοχή δικαιοδοσίας στην οποία αυτό έχει καθοριστεί. Με την αποδοχή της έκθεσης πιστοποίησης, ο κατασκευαστής και/ή ο προγραμματιστής των αντικειμένων που υποβάλλονται στην GLI συμφωνούν με τις διατάξεις του Οδηγού Αξιολόγησης και Πιστοποίησης της GLI (για εκθέσεις που εκδίδονται από την Παγκόσμια έδρα της GLI) ή του Προγράμματος Πιστοποίησης Προϊόντων της GLI, PC-QS-010 (για εκθέσεις που εκδίδονται από την GLI Europe BV). Πρόσθετες πληροφορίες σχετικά με την εγκυρότητα αυτής της πιστοποίησης μπορούν επίσης να ληφθούν μέσω του GLIAccess και/ή του ισχύοντος συστήματος πιστοποίησης, το οποίο είναι διαθέσιμο στον ιστότοπο gaminglabs.com. Η χρήση του σήματος Gaming Labs Certified® υποδηλώνει τη συμφωνία εκ μέρους των χρηστών να επιτρέπουν και να διευκολύνουν τους εξουσιοδοτημένους αντιπροσώπους της GLI να διενεργούν έλεγχο επιτήρησης της χρήσης του Σήματος και να επιτρέπουν σε εξουσιοδοτημένο αντιπρόσωπο της Αμερικανικής Ένωσης Εργαστηριακής Διαπίστευσης (A2LA) να διεξάγει έλεγχο εποπτείας, κατά την κρίση τους και με δικά τους έξοδα, για να επιβεβαιώσει ότι η χρήση του Σήματος δεν σημαίνει με κανέναν τρόπο ότι η A2LA επικυρώνει ή πιστοποιεί οποιοδήποτε από

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τα Σήματα, τις υπηρεσίες ή τις διαδικασίες της εταιρείας, του ομίλου ή του οργανισμού που αιτείται τη χρήση του σήματος Gaming Labs Certified.

Συμπληρωματικές Διατάξεις:

- a. Αναγνωρίζετε ότι η GLI υπόκειται σε διάφορους κανονισμούς που επιβάλλονται από κρατικές Ρυθμιστικές Αρχές για τυχερά παίγνια σε διάφορες περιοχές δικαιοδοσίας ανά τον κόσμο. Αυτό σημαίνει ότι η GLI είναι υποχρεωμένη να λειτουργεί με τρόπο που είναι ηθικός και σύμφωνος με τους κανονισμούς που επιβάλλονται από τις Ρυθμιστικές Αρχές για τυχερά παίγνια. Δεν επιτρέπεται να κάνετε τίποτε που θέτει σε κίνδυνο την καταλληλότητα της GLI να διατηρεί οποιαδήποτε άδεια σχετική με τυχερά παίγνια. Η GLI διατηρεί το δικαίωμα να ακυρώσει την παρούσα σύμβαση οποιαδήποτε στιγμή και χωρίς κυρώσεις εάν η συνέχιση της σύμβασης θέτει σε κίνδυνο τη δυνατότητά της να δικαιούται να κατέχει και να διατηρεί οποιαδήποτε δικαιώματα, άδειες ή εγκρίσεις σχετικά με τυχερά παίγνια από κάποια ρυθμιστική αρχή.
- b. Συμφωνείτε να μην προσλαμβάνετε ή προσπαθήσετε να προσλάβετε, άμεσα ή έμμεσα, κανέναν υπάλληλο της GLI καθ' όλο το διάστημα ισχύος της παρούσας Σύμβασης και για διάστημα ενός έτους μετά τη λήξη αυτής. Ο περιορισμός αυτός δεν εφαρμόζεται στις γενικές σας δραστηριότητες πρόσληψης εφόσον αυτές δεν σχετίζονται ειδικά με την GLI ή τους υπαλλήλους της ούτε στις περιπτώσεις εκδήλωσης ενδιαφέροντος υπαλλήλων της GLI σε γενικής φύσεως αγγελίες σας για πρόσληψη προσωπικού.
- c. Η GLI είναι ένας ανεξάρτητος συμβαλλόμενος ανάδοχος έργων. Κανένα από τα μέρη δεν μπορεί να θεωρηθεί ως πράκτορας, εργοδότης ή αντιπρόσωπος του άλλου. Εκτός εάν απαγορεύεται από κάποιον κανονισμό, η GLI διατηρεί το δικαίωμα να χρησιμοποιεί προσωπικό από οποιοδήποτε εργαστήριο της GLI.
- d. Και τα δύο μέρη εγγυώνται ότι δεν έχει γίνει καταβολή κανενός μέρους του τιμήματος που σχετίζεται με την παρούσα Σύμβαση, άμεσα ή έμμεσα, σε κανέναν υπάλληλο από κανένα από τα δύο μέρη σε σχέση με οποιαδήποτε εργασία πρόκειται να γίνει ή έγινε στα πλαίσια της παρούσας Σύμβασης.
- e. Οι διατάξεις της παρούσας Σύμβασης ισχύουν αποκλειστικά για τα Μέρη και τους διαδόχους αυτών και αυτών στους οποίους εκχωρούνται δικαιώματα και δεν θα πρέπει να θεωρηθεί ότι απονέμουν οποιοδήποτε δικαίωμα σε κανένα Τρίτο Μέρος (συμπεριλαμβανομένων και των δικαιωμάτων τρίτου μέρους).
- f. Η αδυναμία της GLI να εξασκήσει κάποιο από, ή όλα τα δικαιώματά της που απορρέουν από την παρούσα Σύμβαση δεν θα πρέπει να θεωρηθεί ως αποποίηση των δικαιωμάτων αυτών, ούτε θα πρέπει να υπονοηθεί ουδεμία αποποίηση με την αποδοχή κάποιας πληρωμής ή υπηρεσίας.
- g. Η παρούσα Σύμβαση και όλες οι αξιώσεις ή αιτίες αγωγής (είτε βάσει συμβολαίου ή ζημίας ή βάσει καταστατικού) που μπορεί να βασίζονται σε, να προκύπτουν από ή να σχετίζονται με την παρούσα Σύμβαση, τις Υπηρεσίες ή οποιαδήποτε έκθεση ή

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πιστοποίηση που προκύπτει από τις Υπηρεσίες, ή τη διαπραγμάτευση, την εκτέλεση ή τη διεκπεραίωση της παρούσας Σύμβασης (συμπεριλαμβανομένης οποιασδήποτε αξίωσης ή αιτίας αγωγής που βασίζεται σε, προκύπτει από, ή σχετίζεται με την παρούσα Σύμβαση ή ως προτροπή για την σύναψη της παρούσας Σύμβασης) θα διέπεται από και θα επιβάλλεται με βάση την τοπική νομοθεσία που ισχύει στην περιοχή δικαιοδοσίας όπου ευρίσκεται το εργαστήριο της GLI που παραλαμβάνει τα υλικά υποβολής Σας περιλαμβανομένων των καταστατικών του όρων περιορισμού και μη περιλαμβανομένων των κανόνων του περί νομικής διένεξης. Οποιαδήποτε αγωγή μεταξύ των μερών θα εκδικασθεί αποκλειστικά σε πολιτειακό ή ομοσπονδιακό δικαστήριο εκείνης της δικαιοδοσίας, και Σεις υποβάλλεστε ανέκκλητα στη δικαιοδοσία των δικαστηρίων αυτών για τον σκοπό αυτόν.

- h. Κανένα από τα δύο μέρη δεν θα είναι υπεύθυνο έναντι του άλλου για οποιαδήποτε αποτυχία ή καθυστέρηση της τήρησης κάποιας από τις υποχρεώσεις σύμφωνα με το παρόν εφόσον αυτή η αποτυχία ή καθυστέρηση είναι εξ ολοκλήρου ή εν μέρει απόρροια πράξεων ή γεγονότων πέρα από τον εύλογο έλεγχο ή δυνατότητα εξομάλυνσής της, στα οποία περιλαμβάνονται, ενδεικτικά, θεομηνίες, πράξεις πολιτικές ή στρατιωτικές, πυρκαγιές, πλημμύρες, σεισμοί ή άλλες φυσικές καταστροφές, πόλεμος, εξεγέρσεις, ή απεργίες. Και τα δύο μέρη εντούτοις θα καταβάλλουν κάθε δυνατή προσπάθεια για να μετριάσουν ή να απαλείψουν μια τοιαύτη αιτία καθυστέρησης ή αθέτησης και όταν παρέλθει αυτή η αιτία θα κάνουν ό,τι είναι δυνατόν για να ανταποκριθούν στις αντίστοιχες υποχρεώσεις τους που προκύπτουν από την παρούσα Σύμβαση.
- i. Η παρούσα Σύμβαση μαζί με τις πληροφορίες που αναφέρονται ρητά ή σχετίζονται με την παρούσα Σύμβαση, το σύνολο των οποίων ενσωματώνεται στο παρόν, διατυπώνουν το σύνολο της σύμβασης και της συμφωνίας μεταξύ της GLI και Υμών σε σχέση με το θέμα του παρόντος και υπερισχύει οποιωνδήποτε προτέρων εκφράσεων, διαφημίσεων, δηλώσεων, προτάσεων, διαπραγματεύσεων, συζητήσεων, συμφωνιών ή συμβάσεων που σχετίζονται με αυτό τούτο το θέμα. Αναγνωρίζετε ότι δεν έχετε πιεσθεί να υπεισέλθετε στην παρούσα Σύμβαση από οποιεσδήποτε εκφράσεις ή δηλώσεις, προφορικές ή γραπτές που δεν περιλαμβάνονται ρητά στην παρούσα Σύμβαση.
- j. Εάν οποιοδήποτε τμήμα της παρούσας Σύμβασης βρεθεί να είναι άκυρο, παράνομο ή μη εφαρμόσιμο, τότε η εγκυρότητα, η νομιμότητα και η δυνατότητα εφαρμογής των υπολοίπων διατάξεων σε καμία περίπτωση δεν επηρεάζονται και δεν αλλάζουν.
- k. Εσείς, ο παραγωγός και/ή ο σχεδιαστής των αντικειμένων που υποβάλλονται είστε αποκλειστικά υπεύθυνοι για να αιτηθείτε, να λάβετε και να διατηρείτε όλες τις αναγκαίες αδειοδοτήσεις για τυχερά παίγνια σε κάθε περιφέρεια δικαιοδοσίας στην οποία ασκείτε δραστηριότητα, συμπεριλαμβανομένων των πολιτειακών και φυλετικών δικαιοδοσιών, όπου αυτές υπάρχουν. Η GLI υποχρεούται από τον νόμο να ασκεί δέουσα επιμέλεια (due diligence) με όλα τα φυσικά ή νομικά πρόσωπα με τα οποία συνεργάζεται επαγγελματικά. Συμφωνείτε ότι θα πληροφορήσετε την GLI εάν συνεργάζεσθε με άλλο



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νομικό πρόσωπο κατά την υποβολή Σας.

- I. Δεν επιτρέπεται να μεταβιβάσετε τα δικαιώματά σας ή τις υποχρεώσεις σας που απορρέουν από την παρούσα Σύμβαση χωρίς τη έγγραφη συγκατάθεση της GLI.

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**GLI TERMS AND CONDITIONS****General Terms and Conditions (Macedonian Translation)****Општи одредби и услови**

Поднесени материјали: Мора да ја доставите на GLI целокупната потребна документација, информации, софтвер, хардвер („Поднесени материјали“) и техничка поддршка за да ја извршува работата, вклучително и помош со инсталирање и конфигурација. Од вас се бара да обезбедите специјализирана околина, алатки или опрема што е неопходна за да може GLI да ја извршува работата. Недостаток од доволно информации за производот и техничка поддршка може да доведе до продолжено време и зголемени трошоци поврзани со проектите.

Вие потврдувате дека сте сопственик и/или овластен корисник на производот или доставената информација („Поднесени материјали“) и ги имате сите права и овластувања неопходни за да ги доставите истите до GLI за извршување на Услугите.

Каква било доставена изворна шифра мора да биде вистинит, комплетен и точен одраз на софтверот што ќе се користи во областа или во кој било комерцијален производ.

На ваше барање GLI ќе ви ги врати вашите поднесени материјали. Барањето да се вратат поднесените материјали пред да завршат Услугите може да го спречи GLI да ги заврши Услугите. GLI не е и нема да биде третиран во никој случај како доверителен агент. Вие сте одговорни да чувате копија од вашите поднесени материјали, вклучувајќи ја, но не ограничувајќи се на изворната шифра. Од GLI не се бара да ги чува вашите Поднесени материјали неограничено или да донесува одлуки во врска со законска сопственост. GLI може, по сопствено наоѓање да ги врати или уништи вашите доверливи информации или други материјали што сте ги доставиле до GLI во секое време после завршувањето на услугите.

Фактурирање Вие сте одговорни за сите разумни патни трошоци (патување со авион, на копно, сместувања, оброци и дополнителни трошоци) поврзани со овој Договор. Која било понудена цена не ги вклучува овие трошоци освен ако не е посебно вклучено. Трошоците за патување се наплаќаат од вас за трошок. Времето за патување се наплаќа од час освен ако не е поинаку наведено.

Ако GLI мора да работи повеќе од 8 часа дневно за да ги задоволи вашите барања, GLI може да наплати дополнителни такси.

Издадените фактури мора да бидат платени во рок од 30 дена од датумот на фактура, како

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што е наведено на самата фактура. Казна за задоцнето плаќање еднаква на еден и половина процент (1,5%) од разликата може да се пресмета на фактурите после истекувањето на 30 дневен период и еден и половина процент (1,5%) месечно понатаму.

Доцнење и промена на нарачки: GLI не е одговорен за доцнења поврзани со вашето прифаќање на понудата, вашиот одговор на промена на обем или на нарачка, недоволно или несоодветни поднесени материјали или техничка поддршка, зголемен број на извештаи за усогласеност или ваш одговор на извештаи или друга кореспонденција, промена на технички стандарди од регулаторот, промена на архитектурата на вашиот систем, хардвер или софтвер, разлики во временски зони, вообичаено сложени проекти или барање за работа надвор од делокругот на работа во овој договор.

За какви било промени на обврските на која било Страна или на некој аспект од овој Договор ќе биде потребна писмена промена на нарачка од двете страни во која се опишани промените и прилагодувањата на соодветните трошоци (Промена на нарачка). Нацрт на Промена на нарачка може да биде издаден од која било страна или на ваше барање да биде генерирана од GLI. Промената на нарачка мора да содржи детален опис на сите промени од првичниот Договор и други непроменети одредби од Договорот треба да останат. Секоја промена на нарачка треба да биде вклучена и е вклучена во и станува дел од овој Договор и се раководи според одредбите од овој Договор.

Гаранција и ограничување на одговорност GLI ГАРАНТИРА ДЕКА СИТЕ УСЛУГИ ОБЕЗБЕДЕНИ ОД GLI СЕ ИЗВРШУВААТ ВО СОГЛАСНОСТ СО ВОСПОСТАВЕНИТЕ И ПРИЗНАЕНИ СТАНДАРДИ И СО РАЗУМНА ГРИЖА ВО СОГЛАСНОСТ СО ВАЖЕЧКИТЕ ЗАКОНИ. ОСВЕН ГОРЕНАВЕДЕНАТА ГАРАНЦИЈА, УСЛУГИТЕ И ИЗВЕШТАИТЕ КОИ СЕ ОБЕЗБЕДЕНИ „КАКО ШТО СЕ“ И БЕЗ КАКВА БИЛО ГАРАНЦИЈА, И GLI НЕ ГИ ПРИЗНАВА СИТЕ ДРУГИ ГАРАНЦИИ, ИЗРИЧНИ ИЛИ ШТО СЕ ПОДРАЗБИРААТ, ВКЛУЧИТЕЛНО НО НЕ ОГРАНИЧУВАЈЌИ СЕ НА КАКВИ БИЛО ГАРАНЦИИ ШТО СЕ ПОДРАЗБИРААТ ЗА НЕ КРШЕЊЕ НА ПРАВО НА ИНТЕЛЕКТУАЛНА СОПСТВЕНОСТ, ПРОДАЖНА ГАРАНЦИЈА ИЛИ ПОГОДНОСТ ЗА ОДРЕДЕНА НАМЕНА. КАКО ЕДИНСТВЕН ЛЕК ЗА КАКВО БИЛО ПРЕКРШУВАЊЕ НА ГАРАНЦИЈА СПОРЕД ОВОЈ ДОГОВОР, ПО ИЗБОР НА GLI, GLI МОЖЕ ИЛИ ПОВТОРНО ДА ГИ ИЗВРШИ УСЛУГИТЕ ШТО СЕ НАВЕДЕНИ СПОРЕД ОВОЈ ДОГОВОР ИЛИ ДА ГИ РЕФУНДИРА ПАРИТЕ ШТО ГИ ДОБИЛ GLI ЗА ДАДЕНИТЕ УСЛУГИ.

ОСВЕН ЗА ПРЕКРШУВАЊЕ НА ИНТЕЛЕКТУАЛНАТА СОПСТВЕНОСТ НА GLI ИЛИ ПРАВАТА ЗА ДОВЕРЛИВОСТ, НИТУ ЕДНА ОД СТРАНИТЕ НЕМА ДА БИДЕ ОГОВОРНА КОН ДРУГАТА ЗА КАКВИ БИЛО ПОСЕБНИ, ПОСЛЕДОВАТЕЛНИ, СЛУЧАЈНИ, НАДОКНАДУВАЊЕ НА ШТЕТА СО ЦЕЛ КАЗНУВАЊЕ, ВКЛУЧИТЕЛНО БЕЗ ОГРАНИЧУВАЊЕ НА ИЗГУБЕН ПРИХОД, ИЗГУБЕНИ ПРОФИТИ, ПРЕКИНУВАЊЕ НА БИЗНИСОТ ИЛИ ГУБЕЊЕ НА КАПИТАЛ ШТО ПРОИЗЛЕГУВААТ ИЛИ СЕ ВО ВРСКА СО ОВОЈ ДОГОВОР, УСЛУГИТЕ ИЛИ КАКОВ БИЛО ИЗВЕШТАЈ ИЛИ

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СЕРТИФИКАТ ОБЕЗБЕДЕН ОД GLI, БЕЗ РАЗЛИКА НА ИЗВЕСТУВАЊЕ ЗА МОЖНОСТА ОД ТАКВИ ШТЕТИ. ВО НИКОЈ СЛУЧАЈ ЦЕЛОКУПНАТА ОДГОВОРНОСТ НА GLI КОН ВАС ЗА СИТЕ ШТЕТИ, ЗАГУБИ ИЛИ ПРИЧИНИ ЗА ДЕЛУВАЊЕ (ДАЛИ ВО ДОГОВОР ИЛИ ДЕЛИКТ/ВОНДОГОВОРНА ОДГОВОРНОСТ ЗА ШТЕТА, ВКЛУЧИТЕЛНО НО НЕ ОГРАНИЧУВАЈЌИ СЕ НА НЕБРЕЖНОСТ ИЛИ ДРУГО) НЕМА ДА ЈА НАДМИНЕ ВКУПНАТА СУМА ПЛАТЕНА НА GLI ЗА ОВОЈ ДОГОВОР. GLI И ПРИМАТЕЛОТ ПРИФАЌААТ И СЕ СОГЛАСУВААТ ДЕКА УСЛУГИТЕ ОБЕЗБЕДЕНИ ОД GLI ОВДЕ НЕ МОЖЕ ДА БИДАТ ДАДЕНИ ОД СТРАНА НА GLI ПОД УСЛОВИ НАВЕДЕНИ ОВДЕ БЕЗ ЗГОЛЕМУВАЊЕ НА ТРОШОК АКО ОД GLI БИЛО БАРАНО ДА ОБЕЗБЕДИ КАКВИ БИЛО ГАРАНЦИИ КАКО ДОПОЛНУВАЊЕ ИЛИ КАКО ЗАМЕНА ИЛИ БИЛО ПОБАРАНО ДА ПРЕВЗЕМЕ ОДГОВОРНОСТ ПОГОЛЕМА ОД ПРЕТХОДНО СПОМЕНАТАТА.

GLI Интелектуална сопственост: GLI и давателите на лиценци се и ќе останат единствени сопственици на сите права, правните основи и корист од и на методите на тестирање на GLI, постапките, софтверот за тестирање и сите права на интелектуална сопственост поврзани со истите (збирно „Интелектуална сопственост на GLI“). Ниту лиценца ниту право за или од Интелектуалната сопственост на GLI не ви е дадено на вас, освен ако не е изречно наведено во Договорот. Сите права што не ви се изречно дадени на вас во или поврзани со Интелектуалната сопственост на GLI се задржани за GLI. Може да дадете фидбек во врска со услугите на GLI. Независно од спротивните одредби од овој Договор, GLI може да го користи тој фидбек за каква било цел без каква било обврска. Вие му ги давате сите права, правни основи и корист на GLI од каков било фидбек што го давате на GLI вклучително и целокупната Интелектуална сопственост во и поврзана со истиот. „Интелектуална сопственост“ значи кое било и се од следново во секоја јурисдикција низ светот и сите права од, кои произлегуваат од или се поврзани со: (а) патенти, корисни модели и нивни примени и сите повторни издавања, поделби, повторни испитувања, обновувања, проширувања, времени траења, продолжувања и делумни продолжувања на истите и еквивалентни или слични права насекаде во светот за пронајдоци и откритија, вклучувајќи објавувања на пронајдок; (б) сите трговски тајни, пронајдоци (без оглед дали се или не се патентирани и дали се или не се применети во пракса) и други права за стручните знаења и доверливи или сопственички информации; (в) сите топографии на интегрално коло, авторски дела и авторски права, регистрации и примени на истите и сите други права кои припаѓаат на истите (вклучувајќи морални права), насекаде низ светот; (г) права од софтвер (вклучувајќи без ограничување АПИ, изворен код, објектен код и означувачки јазик); (д) права на публицитет, персоналност, идентификација или слични лични или групни атрибути; (ѓ) заштитени имиња, логоа, општи законски заштитени знаци и заштитени знаци за услуга, препознатлив изглед, регистрации на заштитен знак и заштитен знак за услуга и нивни примени и секаков ангажман поврзан со истите; и (е) секои слични, соодветни или еквивалентни права на се од гореспоменатото и секакви други права од интелектуална сопственост или сопственички права низ светот.

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Се согласувате да ги одржувате и репродуцирате сите известувања за авторски права, патент, заштитен знак и други известувања, вклучувајќи без ограничување секакви одрекувања од одговорност, на сите примероци, во секоја форма, за секој извештај во истата форма и начин на кој таквото авторско право и другите известувања се вклучени во извештајот. Освен како што е изрично овластено во овој Договор, не смеете да правите копии или дупликати од извештајот или кој било дел без претходна писмена согласност од GLI.

Доверливи информации: Кој било договор за доверливост помеѓу Страните станува составен дел на овој договор. Во случај ако не постои договор за доверливост, Вие се согласувате на следново:

„Доверливи информации“ значи сите технички и нетехнички информации што се обезбедени од која било од страните вклучувајќи, но не ограничувајќи се на, информации што се однесуваат на истражување, развој, податоци, инженеринг, финансиски информации, испитување, методологии на испитување, услови за набавка, купување, списоци на производи, спецификации на производ, производни процеси и техники, списоци со добавувачи, прогнози, планови за истражување на пазарот и продажба ако таквите информации: (а) се означени „доверливи“ или „сопственички“ сами по себе или со придружна истовремена комуникација, или (б) се наведени како доверливи или сопственички преку писмена или електронска комуникација во рок од десет (10) дена по откривањето, или (в) се информации што, според околностите лице што користи разумно делумно расудување би сфатило дека се доверливи или сопственички.

Доверливи информации не вклучуваат: (а) информации што биле јавно познати во времето на нивното откривање или што станале јавно достапна сопственост без вина на примателот; (б) што биле законски во посед на примателот без никаква обврска за доверливост пред откривањето од страната што открива; (в) кои се независно подготвени од примателот без употреба или повикување на инаку доверливите информации на страната што открива; или (г) кои се примени од примателот од извор независен од страната што открива кој не е под обврска за доверливост во однос на таквите информации.

Секоја Страна може да ги открие своите Доверливи информации на другата Страна и Страната што ги добива откриените информации од другата Страна: (а) нема да ги користи доверливите информации на Страната што открива поинаку освен за извршување на своите права и обврски според овој Договор; (б) ќе го користи истиот степен на грижа, но не помалку од разумен степен на грижа, за заштита на доверливите информации на Страната што открива од неовластена употреба или објавување како што користи за заштита на

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своите сопствени доверливи информации; (в) нема да врши обратно инженерство, да ги расклопува или декомпилира доверливите информации на Страната што открива; (г) нема да ги извезува Доверливите информации на Страната што открива без претходна писмена согласност од Страната што открива; и (д) нема да ги открива на ниедна трета Страна или да копира кои било од доверливите информации на Страната што открива без претходна писмена согласност од Страната што открива, освен дека примателот може да ги открие Доверливите информации на Сопственикот, на своите вработени, добавувачи или професионални советници ДОКОЛКУ: (а) споменатите лица треба да ги знаат таквите Доверливи информации; и (б) споменатите лица имаат легитимна употреба за откривање.

Доверливи информации од такво лице што се спротивни со одредбите на овој Договор ќе се сметаат за прекршување на овој Договор за кој примателот ќе биде одговорен; и секој таков поединец е под обврзувачки обврски на доверливост кон примателот или страната што открива во врска со таквите Доверливи информации што не се помалку рестриктивни од овој Договор. Овој Договор нема да се толкува дека забранува откривање на Доверливи информации од страна на примателот до онаа мерка до која таквото откривање се бара според применливото право, како што се бара да се направи од страна на регулаторни агенции или по налог на суд или според судски налог или друго важечко правно барање или побарување доколку примателот и достави на Страната што открива претходно писмено известување во разумно време за таквото откривање, ако е дозволено со закон, и соработува со Страната што открива во барање на судска забрана или друг соодветен правен лек да ја заштити доверливоста на таквите Доверливи информации. Во случај на прекршување, или под закана од прекршување, на овие обврски за доверливост, Страната што открива може да добие соодветна правична заштита, вклучувајќи судска наредба, како дополние на кои и да се други важечки правни лекови. Одредбите, но не постоењето, на овој Договор ќе се смета за Доверлива информација за двете страни. Ништо во наведеното нема да ги измени или ограничи преносите и доделувањата на права и лиценци за и на Интелектуална сопственост во овој Договор.

Без оглед на која било поинаква одредба, секој Регулатор може повторно да отпечати, репродуцира и пренесе каков било документ или информација на која било Страна за која регулаторот, по негово лично наоѓање, смета дека е соодветно. Во случај ако на GLI му е доставен судски налог или се бара да присуствува на правна постапка поврзана со Вашиот поднесок, Вие се согласувате да платите разумни трошоци и хонорари, вклучувајќи какви било адвокатски хонорари за GLI да одговори. Дополнително, Вие сте одговорни за поднесување какво било барање за поништување на судски налог или за судска забрана.

Без оглед на која било поинаква одредба во овие одредби и услови или од секаков интегрален договор за доверливост, секој Регулатор може повторно да отпечати,

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репродуцира и пренесе каков било документ или информација на која било Страна за која регулаторот, по негово лично наоѓање, смета дека е соодветно. Дополнително, GLI може да открие доверливи информации што Вие сте ги доставиле ако тоа се бара да се направи од регулаторни агенции, согласно со законите и прописите на применлива јурисдикција или со налог на соодветно назначен Суд во релевантната јурисдикција. Сепак, во секој случај Страните се согласуваат веднаш да ја известат другата страна за такво барање.

Само за анализа на игри за на маса: Во однос на анализа на игри за на маса, маси за исплата за електронски уреди, RNG податоци и други активности каде што GLI обезбедува независна математичка валидација или анализа на статистички податоци, поради комплексни математички процеси, апроксимации и грешки кај заокружување што задолжително се појавуваат при секоја математичка пресметка, се подразбира дека резултатите се разумни апроксимации на теоретските резултати или апроксимации на опфатот во однос на добро познатите нивоа на доверливост.

Само за тестирање на хардвер: Тестирањето на Електростатично празнење што го извршува GLI е само со цел да се симулираат техниките забележани во подрачјето што се користат при обид да се наруши интегритетот на уредите за Електронски игри на среќа. Во текот на тестирањето, GLI проверува за ознаки, симболи или документи што укажуваат дека уредот минал низ испитување на безбедност на производ или за усогласеност со RoHS, ако е потребно. GLI исто така врши површна проверка на информациите што доаѓаат со доставените ставки, таму каде што е можно и кога се обезбедени, за докази дека ставките минале испитување за усогласеност со Електромагнетна интерференција (EMI), Радиофреквентна интерференција (RFI), Магнетна интерференција, Излевања на течност, Флуктуации на напон, Електростатичен имунитет, Електромагнетна компатибилност и Еколошки услови. Усогласеноста со сите такви прописи поврзани со гореспоменатото испитување е единствено одговорност на производителот и/или програмерот на доставените ставки; GLI не прифаќа одговорност, не врши застапување и се одрекува од секаква одговорност во врска со сето такво испитување што не е поврзано со игри.

Само за извештаи и сертифицирање: Извештаите на GLI ви припаѓаат и Вам и на GLI. Извештаите на GLI содржат доверливи информации на GLI со комерцијална вредност за GLI, чие откривање на трети страни може негативно да ви влијае и Вам и на GLI. Според тоа, таквите Доверливи информации се доставуваат во доверба, под строг услов ниту еден дел од истите да не се препечатува, репродуцира или пренесува до кои било страни што се надвор од оригиналниот договор, без претходно писмено одобрување од двете Страни, вклучувајќи, без ограничување, кое било лице или организација која може да претставува конкуренција на Страната без претходно писмено одобрение од таа Страна.

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Секој GLI извештај може да се користи само во неговиот оригинален целосен контекст за целта наведена во извештајот. Какви било измени го прават извештајот неважечки и се строго забранети. Методите на тестирање што се користат, исклучените тестови и конкретните податоци што ги покажуваат резултатите од тестирањето му се достапни на примателот на извештајот на GLI по писмено барање, и сите претставуваат доверлива информација на GLI.

Се согласувате да ја прегледате работата, да ја анализирате за точност и веднаш да ги пријавите недостатоците до GLI. GLI ја прифатила таквата работа врз основа на разбирањето на Поднесените материјали.

По успешното разрешување или разјаснување на неусогласеностите забележани од GLI при испитувањето, производот и сите информации ќе минат низ редовно осигурување на квалитет и проверки за проценка на сообразност пред одредувањето на соодветноста. Ако се одреди дека поднесокот соодветствува на применливите технички стандарди, ќе се издаде Извештај со резултати од евалуацијата. Извештаите вообичаено се издаваат во рок од 3 - 5 работни дена по завршувањето на испитувањето/ревизијата и техничката проверка. Ако се дојде до заклучок дека вашиот производ не одговара на соодветните стандарди, вие ќе бидете известени.

Под никакви околности нема да се смета дека одредувањето на соодветноста од страна на GLI на кои било производи претставува прифаќање или гаранција во однос на функционалноста, квалитетот или перформансите на конкретниот производ, вклучувајќи го неговиот хардвер, софтвер или други компоненти и ниедно лице или страна не смеат да тврдат или имплицираат нешто спротивно на ова.

Каков било извештај од GLI се издава исклучива за ваша корист. Од која било причина извештајот од GLI може да не биде земен во предвид од кое било лице или ентитет вклучувајќи, но не задолжително ограничувајќи се на, производителот или програмерот на ставките, лабораторија што не припаѓа на GLI или Регулатор што не е именуван во Извештајот („трета страна“) без писмена дозвола на GLI и/или кој било применлив Регулатор. Вие не смее да исказувате какви било неточни или дезинформирачки тврдења во врска со GLI извештајот.

Сите ставки идентификувани на првата страница на извештајот се смета дека се сертифицирани почнувајќи од датумот на извештајот прикажан на првата страница од оригиналниот издаден извештај на GLI. Сите ставки се сертифицирани за употреба сè додека не се испрати навремено известување во кое се укажува дека ставката повеќе не е дозволено да се користи во одреденото законодавство. Со прифаќањето на извештајот за

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сертификација, производителот и/или изведувачот на ставките поднесени до GLI се согласува со одредбите на Водичот за евалуација и сертификација на GLI (за извештаи издадени од GLI World Headquarters) или со Шемата за евалуација на производи на GLI, PC-QS-010 (за извештаи издадени од GLI Europe B.V.). Дополнителни информации во врска со правосилноста на оваа сертификација, исто така, може да се добијат преку GLIAccess и/или применливата шема за сертификација, која е достапна на веб-страницата gaminglabs.com. Употребата на ознаката Gaming Labs Certified[®] го претставува договорот за корисници со кој се дозволува, овозможува и приспособува овластени претставници на GLI да вршат надзорна ревизија на употребата на ознаката и договор со кој му се дозволува на овластениот претставник на Американската асоцијација за лабораториска акредитација (A2LA) да врши надзорна ревизија, по сопствено наоѓање и на свој трошок, за да потврди дека употребата на ознаката на ниеден начин не значи дека A2LA одобрува или потврдува некоја од ознаките, услугите или процесите на компанијата, групата или организацијата што бара употреба на ознаката на Gaming Labs Certified.

Дополнителни одредби:

- а. Вие прифаќате дека GLI е подложен на различни прописи наложени од владини органи за организирање игри на среќа во бројни јурисдикции ширум светот. Тоа значи дека GLI треба да ги извршува работите на начин којшто е етички и во согласност со одредбите наложени од Органите за организирање игри на среќа. Вие не смеете да направите ништо што може да ја загрози квалификуваноста на GLI да задржи каква било лиценца поврзана со организирање игри на среќа. GLI го задржува правото да го прекине овој договор во секое време без одговорност доколку продолжувањето на овој договор ја загрозува нејзината способност да биде квалификувана за, да задржи или одржува какви било лиценци поврзани со организирање на игри на среќа, дозволи или одобренија со регулатор.
- б. Вие се согласувате да не вработувате и да не се обидувате да вработите, директно или индиректно, кој било вработен на GLI во текот на траењето на овој Договор и за период од 1 година потоа. Ова ограничување нема да важи за вашите општи активности на вработување што не се конкретно насочени кон GLI или нејзините вработени и апликациите на вработени од GLI на такви општи огласи за вработување.
- в. GLI е независен изведувач. Ниту една страна не треба да се смета за агент, работодавец или претставник на другата. Освен ако не е ограничено со закон, го задржува правот да назначува вработени од која било GLI лабораторија.
- г. Двете страни гарантираат дека ниту еден дел од цената за овој договор не е платен, директно или индиректно на вработен од која било страна во врска со каква било работа планирана или извршена во врска со овој договор.

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- д. Одредбите на овој Договор се единствено за корист на Страните и нивните наследници и дозволени преноси на овластувања, и тие нема да се сметаат како доделување какви било права на која било Трета страна (вклучувајќи какви било кориснички права на трета страна).
- ѓ. Неуспехот на GLI да ги докаже кои било или сите нејзини права според овој договор нема да се смета за одрекување од таквите права, ниту такво одрекување ќе се подразбира со прифаќање на каква било исплата или услуга.
- е. Овој Договор и сите побарувања или основи за подигање тужба (без оглед дали се според договор, неизвршување обврски или статут) на кој може да бидат засновани, произлегуваат од или се поврзани со овој Договор, Услугите, или кој било извештај или сертифицирање кое произлегува од Услугите или договарањето, извршувањето или спроведувањето на овој Договор (вклучувајќи какво било побарување или основа за подигање тужба заснована на истите, која произлегува од или е поврзана со какво било застапување или гаранција направени во или во врска со овој Договор или како стимул за склучување на овој Договор) ќе бидат раководени од и применети во согласност со, внатрешните закони на јурисдикцијата каде што се наоѓа лабораторијата на GLI што го прифатила вашиот поднесок, вклучувајќи ги нивните времиња на застарување и исклучување на конфликтите за меродавно право. Сепакво дејство помеѓу страните ќе се одвива единствено во државен или федерален суд што се наоѓа во судовите од таа јурисдикција и Вие неотповикливо се приложувате Себеси за лична јурисдикција на таквите судови за таква цел.
- ж. Ниедна страна нема да биде одговорна на другата за каков било неуспех или одложување во извршувањето на какви било обврски подолу кога таквиот неуспех или одложување е целосно или главно предизвикан од дела или настани вон разумна контрола и олеснителни околности, кои може да вклучат, без ограничување виша сила, дејствија на државни или воени органи, пожари, поплави, земјотреси или други природни катастрофи, војна, немири или штрајкови. Двете страни, сепак, ќе ги вложат сите разумни напори да отстранат или елиминираат таква причина за одложување или неуспех и по завршувањето на причината трудољубиво ќе тежнеат кон извршување на нивните соодветни обврски според овој Договор.
- з. Овој Договор заедно со информациите на кои експлицитно се однесува или со кои е поврзан според овој Договор, од кои сите се вклучени во истиот го претставува целиот договор и разбирањето помеѓу GLI и Вас во врска со предметот на договорот и ги заменува сите претходни застапувања, огласи, изјави, предлози, договарања, дискусии, разбирања или договори во врска со истиот предмет на договорот. Вие потврдувате дека не сте биле наведени да стапите во овој Договор со какви било застапувања или изјави, усни или писмени, што не се изрично содржани во овој договор.
- с. Ако кој било дел од овој договор се смета дека е неважечки, нелегален или

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неприменлив, валидноста, законитоста и применливоста на останатите одредби на никаков начин не смее да биде загрозена или нарушена.

- и. Вие, производителот и/или програмерот на ставките што се поднесени сте единствено одговорни да аплицирате за да ги добиете и да ги одржувате сите потребни лиценци за организирање игри на среќа во секоја јурисдикција во која Вие работите, вклучувајќи државни и племенски јурисдикции, таму каде што е применливо. Од GLI се бара по закон да изврши должна проверка на секое лице или ентитет со кои соработува. Вие се согласувате да му откриете на GLI доколку соработувате со друг ентитет на Вашиот поднесок.
- ј. Вие не може да ги пренесете Вашите права или обврски според овој Договор без изрична писмена согласност на GLI.

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**GLI TERMS AND CONDITIONS****General Terms and Conditions (Polish Translation)****Ogólne Warunki Umowy (polski)**

Materiały Zgłoszeniowe: Musisz dostarczyć GLI wszystkie niezbędne dokumenty, informacje, oprogramowanie, sprzęt ("Materiały Zgłoszeniowe") i wsparcie techniczne w celu wykonania pracy, w tym pomoc przy instalacji i konfiguracji. Musisz dostarczyć jakiegokolwiek specjalistyczne środowiska, narzędzia lub sprzęt niezbędny do wykonania pracy przez GLI. Brak wystarczającej informacji o produkcie i wsparcia technicznego może doprowadzić do wydłużenia czasu i kosztów związanych z projektami.

Ty oświadczasz, że jesteś właścicielem i/lub upoważnionym użytkownikiem produktu lub przesłanej informacji ("Materiałów Zgłoszeniowych") i posiadasz wszelkie prawa i upoważnienia niezbędne do dostarczenia ich do GLI w celu wykonania Usług.

Każdy nadesłany kod źródłowy musi być prawdziwym, pełnym i dokładnym odzwierciedleniem oprogramowania, które będzie wykorzystywane w terenie lub w dowolnym produkcie komercyjnym.

GLI zwróci Twoje Materiały Zgłoszeniowe na Twoją prośbę. Wniosek o zwrot Materiałów Zgłoszeniowych przed zakończeniem świadczenia Usług może spowodować, że GLI nie będzie mógł wykonać Usług. GLI nie jest i nie będzie traktowany w żadnym wypadku jako agent depozytowy. Jesteś odpowiedzialny za zachowanie kopii Twoich Materiałów Zgłoszeniowych, w tym, ale nie wyłącznie, kodu źródłowego. GLI nie jest zobowiązany do zachowania na czas nieokreślony Twoich Materiałów Zgłoszeniowych lub dokonania ustalenia dotyczącego prawowitego właściciela. GLI może kiedykolwiek po zakończeniu Usług, według własnego uznania, zwrócić lub zniszczyć Twoje Informacje Poufne lub inne materiały, które przekazałeś do GLI.

Fakturowanie: Ty ponosisz odpowiedzialność za wszystkie należne koszty podróży (podróż lotnicza, naziemna, zakwaterowanie, posiłki i uboczne) związanych z niniejszą Umową. O ile nie zaznaczono inaczej, żadna z notowanych cen nie uwzględnia tych wydatków. Koszty podróży są zwracane Tobie po koszcie. Czas podróży jest naliczany według stawki godzinowej, o ile nie zaznaczono inaczej.

Jeżeli GLI musi pracować dłużej niż 8 godzin dziennie, aby spełnić Twoje prośby, GLI może pobrać dodatkowe opłaty.

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Faktury wystawiane muszą być zapłacone w przeciągu 30 dni od daty wystawienia faktury, opublikowanej na tej fakturze. Kara za zwłokę w wysokości półtora procent (1,5%) niespłaconego salda może być dodana do faktur po upływie okresu 30 dni i półtora procent (1,5%) miesięcznie po tym okresie.

Opóźnienia i Zmiany Zleceń: GLI nie ponosi odpowiedzialności za opóźnienia związane z Twoim zaakceptowaniem wniosku, Twoją reakcją na zmianę zakresu lub zlecenie zmiany, niedostatecznymi lub nieodpowiednimi Materiałami Zgłoszeniowymi lub wsparciem technicznym, większą liczbą raportów zgodności lub Twoją reakcją na raporty lub inną korespondencję, zmianą standardów technicznych przez regulatora, zmianą w architekturze Twojego systemu, sprzęcie lub oprogramowaniu, różnicą w strefie czasowej, niezwykle skomplikowanymi projektami lub wnioskami o pracę wykraczającymi poza zakres prac w niniejszej Umowie.

Wszelkie zmiany w zobowiązaniach którejkolwiek Strony lub w jakimkolwiek aspekcie niniejszej Umowy będą wymagały pisemnego zlecenia zmiany podpisanego przez obie strony, które opisze zmiany i związane z nimi korekty kosztów ("Zlecenie Zmiany"). Proponowane Zlecenie Zmiany może zostać wydane przez którąkolwiek Stronę lub może zostać wygenerowane przez GLI na Twoje żądanie. Zlecenie Zmiany musi zawierać szczegółowy opis wszystkich zmian pierwotnej Umowy, a wszelkie niezmienione pierwotne warunki Umowy pozostaną w mocy. Każde Zlecenie Zmiany będzie włączone i jest, zatem włączone do niniejszej Umowy i pozostaje jej częścią oraz podlega postanowieniom niniejszej Umowy.

Gwarancja i Ograniczenie Odpowiedzialności: GLI GWARANTUJE, ŻE WSZYSTKIE USŁUGI ŚWIADCZONE PRZEZ GLI SĄ WYKONYWANE ZGODNIE Z NORMAMI USTAWIONYMI I UZNAWANYMI ORAZ Z NALEŻYTĄ STARANNOŚCIĄ ZGODNIE Z OBOWIĄZUJĄCYMI PRZEPISAMI. Z WYJĄTKIEM POWYŻSZEJ GWARANCJI, USŁUGI I WSZELKIE SPRAWOZDANIA SĄ DOSTARCZANE W STANIE, W JAKIM SIĘ ZNAJDUJĄ ("AS-IS") I BEZ JAKIEJKOLWIEK GWARANCJI, I GLI ZRZEKA SIĘ WSZELKICH INNYCH GWARANCJI WYRAŻONYCH LUB DOMNIEMANYCH, W TYM, ALE NIE WYŁĄCZNIE, JAKICHKOLWIEK DOMNIEMANYCH GWARANCJI TYTUŁU PRAWNEGO, NIENARUSZALNOŚCI PRAW, PRZYDATNOŚCI DO SPRZEDAŻY LUB PRZYDATNOŚCI DO KONKRETNEGO CELU. JAKO JEDYNY ŚRODEK ZARADCZY Z TYTUŁU NARUSZENIA JAKICHKOLWIEK GWARANCJI NA MOCY NINIEJSZEJ UMOWY, Z WOLNEGO WYBORU GLI, GLI MOŻE POWTÓRNIJE WYKONAĆ USŁUGI ŚWIADCZONE NA MOCY NINIEJSZEJ UMOWY LUB ZWRÓCIĆ JAKIEJKOLWIEK FUNDUSZE OTRZYMANE PRZEZ FIRMĘ GLI ZA ŚWIADCZONE USŁUGI.

Z WYJĄTKIEM NARUSZENIA PRAW WŁASNOŚCI INTELEKTUALNEJ LUB PRAWA POUFNOŚCI FIRMY GLI, ŻADNA ZE STRON NIE BĘDZIE PONOSIĆ ODPOWIEDZIALNOŚCI WOBEC DRUGIEJ STRONY ZA SZKODY SPECJALNE, WTÓRNE, PRZYPADKOWE, ODSZKODOWANE LUB POŚREDNIE, W TYM, ALE

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NIE WYŁĄCZNIE UTRACONE PRZYCHODY, UTRACONE ZYSKI, PRZERWY W DZIAŁALNOŚCI BIZNESOWEJ LUB STRATY KAPITAŁU, WYNIKAJĄCE Z LUB ZWIĄZANE Z NINIEJSZĄ UMOWĄ, USŁUGAMI LUB WSZELKIMI RAPORTAMI LUB CERTYFIKACJAMI DOSTARCZONYMI PRZEZ GLI, NIEZALEŻNIE OD POINFORMOWANIA O MOŻLIWOŚCI WYSTĄPIENIA TAKICH SZKÓD. W ŻADNYM WYPADKU CAŁKOWITA ODPOWIEDZIALNOŚĆ FIRMY GLI WOBEC CIEBIE ZA WSZYSTKIE SZKODY, STRATY I PRZYCZYNY DZIAŁANIA (ZWIĄZANE Z UMOWĄ LUB DELIKTEM, W TYM MIĘDZY INNYMI, ALE NIE WYŁĄCZNIE PRZEZ ZANIEDBANIE LUB W INNY SPOSÓB) NIE PRZEKROCZY KWOTY ŁĄCZNIE ZAPŁACONEJ DO GLI NA MOCY NINIEJSZEJ UMOWY. GLI I ODBIORCA POTWIERDZAJĄ I ZGADZAJĄ SIĘ, ŻE USŁUGI ŚWIADCZONE PRZEZ GLI NA MOCY NINIEJSZEJ UMOWY NIE ZOSTANĄ WYKONANE PRZEZ GLI NA PODSTAWIE WARUNKÓW PRZEDSTAWIONYCH W NINIEJSZYM BEZ WZROSTU KOSZTÓW, JEŻELI FIRMA GLI MUSIAŁABY ZAPEWNIĆ JAKIEKOLWIEK GWARANCJE DODATKOWO, LUB ZAMIAST, LUB MUSIAŁABY PONIEŚĆ JAKĄKOLWIEK ODPOWIEDZIALNOŚĆ PONAD ZAKRES POWYŻSZEGO.

Własność Intelktualna GLI: GLI i jej licencjodawcy są i pozostaną jedynymi właścicielami wszelkich praw, tytułów prawnych oraz udziałów w i do metod testowania, procedur, oprogramowania testującego i wszystkich praw Własności Intelktualnej do nich i z nimi związanych (łącznie, jako "Własność Intelktualna GLI"). Nie jest Tobie przyznana żadna licencja ani prawo w lub do Własności Intelktualnej GLI z wyjątkiem przypadków wyraźnie określonych w niniejszej Umowie. Wszelkie prawa, które nie zostały wyraźnie Tobie przyznane w lub związane z Własnością Intelktualną GLI są zastrzeżone do i dla GLI. Ty możesz podać informacje zwrotne do GLI w odniesieniu do Usług. Niezależnie od jakichkolwiek postanowień niniejszej Umowy stanowiących inaczej, GLI może wykorzystać taką informację zwrotną na dowolny cel, bez jakiegokolwiek zobowiązania. Ty niniejszym przypisujesz GLI wszelki tytuł prawny i udział w jakiegokolwiek informacji zwrotnej, którą Ty przekażesz do GLI, w tym wszelką Własność Intelktualną w i z nią związaną. "Własność Intelktualna" oznacza każde i wszystkie z następujących rzeczy w dowolnej jurysdykcji na całym świecie i wszelkie prawa do nich, wynikające z nich lub z nimi związane: (a) patenty, wzory użytkowe i ich aplikacje, a także wszelkie ponowne wydania, podziały, powtórne badania, odnowienia, przedłużenia, świadczenia tymczasowe, kontynuacje i kontynuacje częściowe, oraz równoważne lub podobne prawa w dowolnym miejscu na świecie w zakresie wynalazków i odkrycia, w tym ujawnienia wynalazku; (b) wszystkie tajemnice zawodowe, wynalazki (niezależnie od tego, czy podlegają one opatentowaniu i niezależnie od tego, czy są ograniczone do praktyki), oraz inne prawa do know-how oraz poufnej lub zastrzeżonej informacji; (c) wszystkie wzorce, dzieła autorstwa i prawa autorskie, ich rejestracje i wnioski, oraz wszystkie inne prawa odpowiadające im (w tym prawa moralne), na całym świecie; (d) prawa do oprogramowania (w tym między innymi API, kodu źródłowego, kodu wynikowego i języka znaczników); (e) prawa do reklamy, osobowości, tożsamości lub podobnych cech osobistych lub grupowych; (f) nazwy handlowe, logotypy, znaki towarowe common law i znaki usługowe, ubiór handlowy, znak towarowy i rejestracja znaków

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usługowych oraz ich zastosowania i wszelkie związane z nimi wartości firmy; oraz (g) wszelkie podobne, odpowiadające lub równoznaczne prawa do któregośkolwiek z powyższych i wszelkich innych własności intelektualnych lub praw własności na całym świecie.

Ty zgadzasz się przechowywać i powielać wszystkie informacje o prawach autorskich, patentach, znakach towarowych i inne informacje, w tym między innymi, ale nie wyłącznie wszelkie zastrzeżenia, na wszystkich kopiach, w dowolnej formie, każdego raportu w tej samej formie i sposobie, w jakich takie prawa autorskie i inne uwagi są zawarte w niniejszym raporcie. Z wyjątkiem przypadków wyraźnie dozwolonych w niniejszej Umowie, Ty nie zrobisz żadnych kopii lub duplikatów raportu lub jakiegokolwiek jego części bez uprzedniej pisemnej zgody GLI.

Informacja Poufna: Jakakolwiek umowa o poufności między Stronami jest włączona przez odniesienie. W przypadku braku umowy o poufności zgadzasz się na następujące warunki:

"Informacja Poufna" będzie oznaczać wszelką informację techniczną i nietechniczną przekazaną przez obie Strony, w tym między innymi, ale nie wyłącznie informację dotyczącą badań, rozwoju, danych, inżynierii, informacji finansowych, testowania, metodologii testowania, wymagań dotyczących zamówień, zakupów, list produktów, specyfikacji produktów, procesów i technik produkcji, list dostawców, prognoz, planów merchandisingu i marketingu, jeżeli taka informacja: a) jest sama oznaczona jako "poufna" lub "zastrzeżona" lub przez towarzyszący jej jednocześnie komunikat, albo b) jest określona jako "poufna" lub "zastrzeżona" w formie pisemnej lub elektronicznej w przeciągu dziesięciu (10) dni od ujawnienia, albo (c) jest informacją, którą w danych okolicznościach, osoba używająca zdrowego rozsądku biznesowego zrozumiałaby jako poufną lub zastrzeżoną.

Informacja poufna nie obejmuje: (a) informacji, która znajduje się w domenie publicznej w chwili jej ujawnienia lub, która staje się własnością domeny publicznej bez winy odbiorcy; (b) która słusznie znajdowała się w posiadaniu odbiorcy bez obowiązku zachowania poufności przed ujawnieniem przez Stronę ujawniającą; (c) która jest niezależnie opracowywana przez odbiorcę bez użycia lub w odniesieniu do Informacji Poufnej Strony ujawniającej, lub (d) która jest odbierana przez odbiorcę ze źródła niezależnego od Strony ujawniającej, które nie jest objęte obowiązkiem poufności w odniesieniu do takiej informacji.

Każda Strona może ujawnić swoją Informację Poufną drugiej Stronie, a Strona otrzymująca Informację Poufną Strony ujawniającej: (a) nie wykorzysta Informacji Poufnej Strony ujawniającej, z wyjątkiem wykonywania swoich praw i obowiązków wynikających z niniejszej Umowy; (b) zastosuje ten sam stopień staranności, ale nie mniej niż z należytą starannością, w zakresie ochrony Informacji Poufnej Strony ujawniającej przed nieuprawnionym użyciem lub publikacją, tak jak w celu ochrony własnych informacji poufnych; (c) nie odtworzy kodu

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źródłowego, nie zdemontuje ani nie zdekompiluje Informacji Poufnej Strony ujawniającej; (d) nie eksportuje Informacji Poufnej Strony ujawniającej bez uprzedniej pisemnej zgody Strony ujawniającej; oraz (e) nie ujawni żadnej stronie trzeciej ani skopiuje jakichkolwiek Informacji Poufnej Strony ujawniającej bez uprzedniej pisemnej zgody Strony ujawniającej, z wyjątkiem tego, że odbiorca może ujawnić Informację Poufną Właściciela swoim pracownikom, kontrahentom lub profesjonalnym doradcom POD WARUNKIEM, ŻE: (a) wymienione osoby mają potrzebę poznania takiej Informacji Poufnej; oraz (b) osoby te mają prawdziwy cel korzystania z ich ujawnienia.

Informacja Poufna przez taką osobę, użyta niezgodnie z warunkami niniejszej Umowy, stanowi naruszenie niniejszej Umowy, za które odbiorca poniesie odpowiedzialność; a każda taka osoba jest zobowiązana do zachowania poufności wobec odbiorcy lub Strony ujawniającej w odniesieniu do takiej Informacji Poufnej, nie mniej ograniczających niż niniejsza Umowa. Niniejsza Umowa nie może być interpretowana w taki sposób, żeby zabraniała ujawnienie Informacji Poufnej przez odbiorcę w zakresie, w jakim takie ujawnienie jest wymagane zgodnie z obowiązującym prawem, zgodnie z wymogami organów regulacyjnych, orzeczeniem sądowym lub wezwaniem sądowym lub innego ważnego wniosku prawnego lub żądania, pod warunkiem, że odbiorca da Stronie ujawniającej należyte uprzednie powiadomienie o takim ujawnieniu, jeżeli zezwala na to prawo, i współpracuje ze Stroną ujawniającą w dążeniu do uzyskania nakazu ochronnego lub innego odpowiedniego zabezpieczenia w celu ochrony poufności takich Informacji Poufnej. W przypadku naruszenia, lub groźby naruszenia, tych zobowiązań dotyczących poufności Strona ujawniająca może uzyskać odpowiednią, sprawiedliwą ulgę, w tym nakaz sądowy, oprócz jakichkolwiek innych środków prawnych. Warunki, ale nie istnienie niniejszej Umowy, będą uważane za Informację Poufną obu stron. Żadne z postanowień w niniejszym dokumencie nie zmieni ani nie ograniczy cesji i przyznania praw i licencji w i do Własności Intelektualnej w niniejszej Umowie.

Niezależnie od postanowień stanowiących inaczej, każdy Organ Regulacyjny może przedrukować, powielać i przekazywać wszelkie dokumenty lub informacje dowolnej stronie, którą ten organ regulacyjny, według własnego uznania, uzna za odpowiednią. W przypadku, gdy GLI otrzyma wezwanie sądowe lub jest zmuszone, aby uczestniczyć w postępowaniu sądowym związanym z Twoim zgłoszeniem, Ty zgadzasz się pokryć należyte koszty i opłaty, w tym wszelkie opłaty adwokackie, aby GLI mogła odpowiedzieć. Ponadto Ty jesteś odpowiedzialny za złożenie wniosku o unieważnienie wezwania do sądu lub o nakaz zabezpieczenia.

Bez względu na jakiekolwiek postanowienia stanowiące inaczej w niniejszych ogólnych warunkach lub powiązanych umowach o poufności, każdy Organ Regulacyjny może przedrukować, powielać i przekazywać wszelkie dokumenty lub informacje dowolnej stronie, którą ten organ regulacyjny, według własnego uznania, uzna za odpowiednią. Ponadto GLI może

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ujawnić Informację Poufną przekazaną przez Ciebie, jeżeli jest to wymagane przez agencje regulacyjne, zgodnie z prawami i przepisami ustawowymi obowiązującej jurysdykcji lub przez nakaz właściwie wyznaczonego Sądu Prawnego w odpowiedniej jurysdykcji. Jednakże w obu przypadkach Strony zgadzają się niezwłocznie powiadomić drugą stronę o takim wniosku.

Tylko dla Analizy Gier Stołowych: W odniesieniu do analizy gier stołowych, tabele wypłat za urządzenia elektroniczne, dane RNG i inne przedsięwzięcia, w których GLI dostarcza niezależną matematyczną walidację lub analizę danych statystycznych, ze względu na złożone procesy matematyczne, obliczeń przybliżonych i błędów zaokrąglania, które z konieczności występują podczas jakichkolwiek obliczeń matematycznych, wyniki są rozumiane jako rozsądne przybliżenia teoretycznych wyników lub obliczeń przybliżonych zakresów w odniesieniu do dobrze znanych poziomów ufności.

Tylko dla Testowania Osprzętu: Testy Wyładowań Elektrostatycznych wykonywane przez GLI mają na celu jedynie symulację technik zaobserwowanych w terenie wykorzystywanym do prób zakłócenia integralności Elektronicznych Urządzeń do Gier. W trakcie testów GLI sprawdza oznaczenia, symbole lub dokumenty wskazujące, że urządzenie zostało poddane badaniu bezpieczeństwa produktu lub zgodności z RoHS, jeśli jest to wymagane. GLI przeprowadza również pobieżny przegląd informacji towarzyszącej przesłanym elementom, jeśli jest to możliwe i kiedy podane, jako dowód, że produkty zostały poddane testom zgodności w zakresie Zakłóceń Elektromagnetycznych (EMI), Zakłóceń o Częstotliwościach Radiowych (RFI), Zakłóceń Magnetycznych, Wycieków Płynów, Fluktuacji Mocy, Odporności Elektrostatycznej, Kompatybilności Elektromagnetycznej i Warunków środowiskowych. Zgodność z wszelkimi takimi regulacjami związanymi z powyżej wymienionymi testami jest wyłącznie odpowiedzialnością producenta i / lub twórcy dostarczonych przedmiotów; GLI nie ponosi żadnej odpowiedzialności, nie składa żadnych oświadczeń i zrzeka się jakiegokolwiek odpowiedzialności w odniesieniu do wszystkiego takiego testowania poza grą.

Tylko dla Raportów i Certyfikatów: Raporty GLI są zastrzeżone zarówno dla Ciebie, jak i GLI. Raporty GLI zawierają Informację Poufną GLI o wartości handlowej dla GLI, których ujawnienie stronom trzecim może negatywnie wpłynąć na Ciebie i GLI. W związku z powyższym taka Informacja Poufna jest dostarczana poufnie, pod ścisłym warunkiem, że żadna jej część nie zostanie przedrukowana lub odtworzona lub przekazana żadnym stronom zewnętrznym w stosunku do pierwotnej umowy bez uprzedniej pisemnej zgody obu Stron, w tym, ale nie wyłącznie, żadnej osobie lub organizacji, która może konkurować ze Stroną bez uprzedniej pisemnej zgody tej Strony.

Każdy raport GLI może być użyty tylko w jego oryginalnym całym kontekście w zakresie określonym w raporcie. Wszelkie zmiany powodują, że raport jest nieważny i są surowo

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zabronione. Zastosowane metody badań, wykluczone testy i rzeczywiste dane pokazujące wyniki testu są dostępne dla Odbiorcy raportu GLI na pisemny wniosek i wszystkie te są Informacją Poufną GLI.

Zgadzasz się przejrzeć pracę, przeanalizować ją pod kątem dokładności i natychmiast zgłosić uchybienia do GLI. Firma GLI podjęła taką pracę w oparciu o jej zrozumienie Materiałów Zgłoszeniowych.

Po pomyślnym rozwiązaniu lub wyjaśnieniu rozbieżności odnotowanych przez GLI podczas testowania produkt i wszystkie informacje zostaną poddane zwyczajowej kontroli jakości i kontroli dostosowania przed ustaleniem zgodności. Jeśli zgłoszenie zostanie uznane za zgodne z obowiązującymi standardami technicznymi, zostanie sporządzony Raport z wynikami oceny. Raporty są zwykle wydawane w przeciągu 3-5 dni roboczych po zakończeniu testów/rewizji i przeglądu technicznego. Jeśli ustalone jest, że produkt nie jest zgodny z odpowiednimi normami, zostaniesz powiadomiony.

W żadnym wypadku nie wolno interpretować określenia zgodności jakichkolwiek produktów przez GLI, jako implikującego poparcie lub gwarancje dotyczące funkcjonalności, jakości lub działania przedmiotowego produktu, w tym jego osprzętu, oprogramowania lub innych komponentów i żadna osoba ani strona nie będzie wyrażać ani sugerować nic sprzecznego.

Każdy raport GLI jest wydawany wyłącznie na Twoją korzyść. Raport GLI nie może być z jakiegokolwiek powodu powoływany przez żadną osobę lub podmiot, w tym, ale niekoniecznie wyłącznie producenta lub autora przedmiotów, laboratorium innego niż GLI lub Regulatora niewymienionego w Raporcie ("Strona Trzecia") bez pisemnej zgody GLI i/lub jakiegokolwiek stosownego Regulatora. Nie możesz składać fałszywych lub wprowadzających w błąd oświadczeń dotyczących raportu GLI.

Wszystkie pozycje wskazane na pierwszej stronie raportu są uznawane za certyfikowane na dzień raportu wskazany na pierwszej stronie oryginalnego Raportu opublikowanego przez GLI. Wszystkie pozycje są certyfikowane do użytku, dopóki nie zostanie wysłane powiadomienie o tym, że dana pozycja nie może już być używana w określonej jurysdykcji. Akceptując raport certyfikacji, producent lub twórca przedmiotów przekazanych do GLI niniejszym wyraża zgodę na postanowienia Wytycznych Oceny i Certyfikacji GLI (w przypadku raportów wydawanych przez GLI World Headquarters) lub Programu Certyfikacji Produktów GLI PC-QS-010 (w przypadku raportów wydawanych przez GLI Europe B.V.). Dodatkowe informacje dotyczące ważności tej certyfikacji można również uzyskać za pośrednictwem GLIAccess oraz obowiązującego programu certyfikacji, dostępnego na stronie gaminglabs.com. Używanie znaku Gaming Labs Certified® jest jednoznaczne z wyrażeniem zgody przez użytkowników na zezwolenie, umożliwienie i

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uwzględnienie przeprowadzenia przez upoważnionych przedstawicieli GLI audytu kontrolnego dotyczącego wykorzystania Znak oraz na zezwolenie upoważnionemu przedstawicielowi Amerykańskiego Stowarzyszenia Akredytacji Laboratoriów (American Association of Laboratory Accreditation, A2LA) na przeprowadzenie audytu kontrolnego wedle ich uznania i na ich koszt w celu potwierdzenia, że używanie Znak w żaden sposób nie sugeruje, że A2LA promuje lub udziela certyfikacji na jakikolwiek Znak, jakiejkolwiek usługi albo procesy firmy, grupy lub organizacji występującej z wnioskiem o używanie znaku Gaming Labs Certified.

Dodatkowe Postanowienia:

- a. Ty potwierdzasz, że GLI jest przedmiotem różnych przepisów narzuconych przez władze rządowe gier w wielu krajach na całym świecie. Oznacza to, że GLI jest zobowiązany do prowadzenia swoich spraw w sposób etyczny i zgodny z regulacjami nałożonymi przez Organy ds. Gier. Ty nie możesz robić niczego, co mogłoby zagrozić uprawnieniu GLI do posiadania licencji w odniesieniu do gier. GLI zastrzega sobie prawo do rozwiązywania niniejszej umowy w dowolnym momencie bez poniesienia odpowiedzialności, jeżeli kontynuacja umowy zagraża jej zdolności do posiadania, trzymania lub utrzymywania jakichkolwiek licencji, zezwoleń lub zatwierdzeń związanych z grami z regulatorem.
- b. Ty zgadzasz się, że nie zatrudnisz ani nie spróbujesz zatrudnić, bezpośrednio lub pośrednio, pracowników GLI podczas Okresu obowiązywania niniejszej Umowy oraz przez okres 1 roku po tym okresie. To ograniczenie nie dotyczy ogólnych działań rekrutacyjnych, które nie są skierowane konkretnie do GLI lub jej pracowników oraz odpowiedzi pracowników GLI na takie ogólne ogłoszenia o zatrudnieniu.
- c. GLI jest niezależnym kontrahentem. Żadna ze stron nie może być uważana za pośrednika, pracodawcę lub przedstawiciela drugiej strony. O ile nie jest to ograniczone przepisami, GLI zastrzega sobie prawo do przydzielania pracowników z dowolnego laboratorium GLI.
- d. Obie strony gwarantują, że żadna część ceny za niniejszą Umowę nie została zapłacona, bezpośrednio lub pośrednio, pracownikowi którejkolwiek strony w związku z wszelkimi pracami planowanymi lub wykonanymi w związku z niniejszą Umową.
- e. Postanowienia niniejszej Umowy dotyczą wyłącznie Stron oraz ich następców prawnych i dozwolonych cesjonariuszy i nie będą interpretowane jako przyznające jakiejkolwiek prawa jakiejkolwiek Osobie Trzeciej (w tym prawa beneficjenta osób trzecich).
- f. Brak potwierdzenia przez GLI jakichkolwiek lub wszystkich praw wynikających z niniejszej umowy nie będzie uważane za zrzeczenie się takich praw, ani jakiejkolwiek zrzeczenie się nie będzie wynikać z akceptacji jakiejkolwiek płatności lub usługi.
- g. Niniejsza Umowa oraz wszelkie roszczenia lub podstawy roszczenia (w ramach umowy, deliktu lub ustawy), które mogą być oparte na, wynikają z, lub odnoszą się do niniejszej Umowy, Usług, lub jakiegokolwiek raportu lub certyfikacji wynikającej z Usług, lub negocjacji, wykonaniu lub wydajności niniejszej Umowy (w tym wszelkie roszczenia lub podstawy roszczenia oparte na, wynikające z lub związane z jakimikolwiek

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reprezentacjami lub gwarancją dokonaną w lub w związku z niniejszą Umową lub jako zachęta do zawarcia niniejszej Umowy) będą podlegały i egzekwowane zgodnie z wewnętrznymi przepisami jurysdykcji, w której znajduje się laboratorium GLI przyjmujące Twoje zgłoszenie, w tym jego statutem przedawnienia i wyłączeniem przepisów kolizyjnych. Wszelkie postępowania prawne pomiędzy stronami będą odbywać się wyłącznie w państwowym lub federalnym sądzie położonym w obrębie tej jurysdykcji Sądów, a Ty nieodwołalnie poddajesz się do osobistej jurysdykcji tych sądów dla takiego celu.

- h. Żadna ze stron nie będzie odpowiedzialna wobec drugiej strony za jakiegokolwiek niepowodzenie lub opóźnienie w wykonaniu jakichkolwiek zobowiązań wynikających z niniejszej Umowy, jeżeli takie niepowodzenie lub opóźnienie jest w całości lub w znacznej mierze spowodowane czynami lub zdarzeniami pozostającymi poza jego należytą kontrolą i mitygacją, które mogą obejmować, ale nie wyłącznie, okoliczności siły wyższej, akty władzy cywilnej lub wojskowej, pożary, powodzie, trzęsienia ziemi lub inne klęski żywiołowe, wojny, zamieszki lub strajki. Obie strony dołożą jednak wszelkich należytych starań w celu usunięcia lub wyeliminowania takiej przyczyny opóźnienia lub niewywiązania się z zobowiązań, a po ustaniu przyczyny będą pilnie dążyć do wykonania swoich zobowiązań zawartych w niniejszej Umowie.
- i. Niniejsza Umowa wraz z informacją wyraźnie określoną lub powiązaną z niniejszą Umową, która jest tutaj w pełni uwzględniona, określa całość porozumienia i zrozumienia między GLI i Tobą dotyczącego przedmiotu umowy i zastępuje wszelkie wcześniejsze reprezentacje, reklamy, oświadczenia, wnioski, negocjacje, dyskusje, zrozumienia lub porozumienia dotyczące tego samego przedmiotu. Ty przyjmujesz do wiadomości, że nie zostałeś nakłoniony do zawarcia niniejszej Umowy przez jakiegokolwiek reprezentację lub oświadczenia, ustne lub pisemne, które nie są wyraźnie zawarte w niniejszej Umowie.
- j. Jeśli jakakolwiek część niniejszej umowy zostanie uznana za nieważną, niezgodną z prawem lub niewykonalną, w żaden sposób nie wpłynie to na ważność, zgodność z prawem i wykonalność pozostałych postanowień.
- k. Ty, jako producent i/lub deweloper elementów przekazanych jesteś wyłącznie odpowiedzialny za ubieganie się, uzyskanie i utrzymanie wszelkiego niezbędnego licencjonowania gier w każdej jurysdykcji, w której robisz interesy, w tym w państwowych i plemiennych jurysdykcjach, gdzie stosowne. GLI jest prawnie zobowiązane do przeprowadzenia analizy due diligence wobec każdej osoby lub podmiotu prowadzącego działalność. Ty zgadzasz się ujawnić GLI, jeśli współpracujesz z innym podmiotem na Twoim zgłoszeniu.
- l. Nie możesz cedować swoich praw ani obowiązków wynikających z niniejszej Umowy bez wyraźnej pisemnej zgody GLI.



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**GLI TERMS AND CONDITIONS****General Terms and Conditions (Portugese Translation)****Termos e Condições Gerais (Português)**

Materiais de Apresentação: Você deve fornecer à GLI todas as documentações, informações, softwares, hardwares (“Materiais de Apresentação”) e suporte técnico necessários para realizar o trabalho, incluindo assistência com a instalação e configuração que você deve fornecer a qualquer ambiente, ferramenta ou equipamento especializados necessários à GLI para realizar o trabalho. A falta de informações e suporte técnico suficientes do produto pode aumentar o tempo e os custos relacionados aos projetos.

Você confirma que é o proprietário e/ou usuário autorizado do produto ou informações apresentadas (“Materiais de Apresentação”) e possui todos os direitos e autoridade necessários para fornecê-los à GLI para realizar os Serviços.

Qualquer código-fonte apresentado deve ser uma imagem verdadeira, completa e precisa do software que será utilizado no campo ou em qualquer produto comercial.

A GLI devolverá seus Materiais de Apresentação caso você solicite. A GLI poder ser incapaz de concluir os Serviços caso a solicitação de devolução dos Materiais de Apresentação seja feita antes da conclusão dos Serviços. A GLI não é e não será tratada sob qualquer circunstância como agente depositário. Você é responsável por reter uma cópia de seus Materiais de Apresentação, incluindo, entre outros, o código-fonte. A GLI não é obrigada a reter seus Materiais de Apresentação indefinidamente ou fazer determinações referentes à propriedade legítima. A GLI pode, ao seu critério exclusivo, devolver ou destruir suas Informações Confidenciais ou outros materiais que forneceu à GLI a qualquer momento após a conclusão dos Serviços.

Faturamento: Você é responsável por todos os custos de viagem razoáveis (viagem aérea, terrestre, hospedagem, refeições e gastos extras) relacionados ao presente Contrato. Exceto quando incluído especificamente, qualquer preço cotado não inclui esses gastos. Os gastos de viagem são revertidos a você pelo preço de custo. O tempo de viagem é cobrado de acordo com o preço por hora exceto se especificado de outra forma.

Se a GLI precisar trabalhar mais de 8 horas por dia para cumprir com suas solicitações, ela poderá cobrar taxas adicionais.

As faturas emitidas devem ser pagas dentro de 30 dias da data da fatura, conforme publicado na própria fatura. Uma multa por atraso no pagamento igual a um e meio por cento (1,5%) do saldo devedor pode ser aplicada a faturas após o vencimento do período de 30 dias e, posteriormente,

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um e meio por cento (1,5%) ao mês.

Atrasos e Pedidos de Alteração: A GLI não é responsável por atrasos associados à sua aceitação de uma proposta, sua resposta a uma alteração no escopo ou um pedido de mudança, Materiais de Apresentação ou suporte técnico insuficientes ou inadequados, aumento do número de relatórios de conformidade ou sua resposta a relatórios ou outra correspondência, alteração de padrões técnicos por um regulador, alteração na arquitetura, hardware ou software de seus sistemas, diferenças de fuso horário, projetos incomumente complexos ou solicitações de trabalho fora do escopo de trabalho neste Contrato.

Qualquer alteração às obrigações de qualquer das Partes ou a qualquer aspecto deste Contrato necessitará de um pedido de alteração por escrito assinado por ambas as partes que descreva as alterações e qualquer ajuste de custo (um "Pedido de Alteração"). Uma proposta de Pedido de Alteração pode ser emitida por qualquer Parte ou pode ser produzida pela GLI a seu pedido. O Pedido de Alteração deve conter uma descrição detalhada de todas as alterações ao Contrato original e qualquer termo do Contrato original inalterado se manterá vigente. Cada Pedido de Alteração será e é incorporado pelo presente, tornando-se parte deste Contrato e regido por suas disposições.

Garantia e Limitação de Responsabilidade: A GLI GARANTE QUE TODOS OS SERVIÇOS POR ELA PRESTADOS SÃO REALIZADOS DE ACORDO COM OS PADRÕES ESTABELECIDOS E RECONHECIDOS E COM O CUIDADO RAZOÁVEL DE ACORDO COM AS LEIS APLICÁVEIS. COM EXCEÇÃO DA GARANTIA SUPRACITADA, OS SERVIÇOS E TODO RELATÓRIO SÃO FORNECIDOS "NO ESTADO EM QUE SE ENCONTRAM" E SEM QUALQUER ESPÉCIE DE GARANTIA. A GLI SE ISENTA DE TODAS AS OUTRAS GARANTIAS EXPRESSAS OU IMPLÍCITAS, INCLUSIVE, ENTRE OUTRAS, QUALQUER GARANTIA DE TÍTULO, NÃO VIOLAÇÃO, COMERCIALIZAÇÃO OU ADEQUAÇÃO A UMA PROPOSTA PARTICULAR. COMO ÚNICA REPARAÇÃO POR QUALQUER VIOLAÇÃO DE QUALQUER GARANTIA SOB O PRESENTE CONTRATO, A CRITÉRIO DA GLI, ESTA PODE REALIZAR NOVAMENTE OS SERVIÇOS PRESTADOS SOB O PRESENTE ACORDO OU REEMBOLSAR QUALQUER IMPORTÂNCIA RECEBIDA PELA GLI PELOS SERVIÇOS PRESTADOS.

EXCETO PARA VIOLAÇÕES DOS DIREITOS DE PROPRIEDADE INTELECTUAL OU DE CONFIDENCIALIDADE DA GLI, NENHUMA PARTE SERÁ RESPONSABILIZADA POR QUAISQUER DANOS ESPECIAIS, CONSEQUENTES, INCIDENTAIS, PUNITIVOS OU INDIRETOS, INCLUINDO, ENTRE OUTROS, PERDA DE RECEITA, PERDA DE LUCROS, INTERRUPÇÃO DE NEGÓCIOS OU PERDA DE CAPITAL, DECORRENTE OU RELACIONADO AO PRESENTE CONTRATO, AOS SERVIÇOS OU A QUALQUER RELATÓRIO OU CERTIFICAÇÃO FORNECIDOS PELA GLI, INDEPENDENTEMENTE DE QUALQUER AVISO DA POSSIBILIDADE DE TAIS DANOS. EM NENHUMA CIRCUNSTÂNCIA, A DÍVIDA TOTAL DA GLI A VOCÊ POR TODOS OS DANOS, PERDAS E CAUSAS DE PEDIR (QUER EM CONTRATO



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OU DELITO, INCLUINDO, ENTRE OUTROS, NEGLIGÊNCIA) EXCEDE, NO AGREGADO, O MONTANTE TOTAL PAGO À GLI SOB O PRESENTE ACORDO. A GLI E O BENEFICIÁRIO RECONHECEM E CONCORDAM QUE OS SERVIÇOS ORA FORNECIDOS PELA GLI NÃO PODEM SER POR ELA PRESTADOS DE ACORDO COM OS TERMOS DISPOSTOS NO PRESENTE SEM AUMENTO DE CUSTO, CASO A GLI TENHA SIDO INSTADA FORNECER QUAISQUER GARANTIAS ADICIONAIS OU SUBSTITUTAS, OU SE FOI NECESSÁRIO ASSUMIR QUALQUER RESPONSABILIDADE ADICIONAL COM RELAÇÃO AO PRECEDENTE.

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Propriedade Intelectual da GLI: A GLI e seus licenciadores são e permanecerão os únicos proprietários de todos os direitos, títulos e interesses dos métodos de teste, procedimentos, software de testes da GLI, bem como todos os direitos de Propriedade Intelectual relacionados (coletivamente, “Propriedade Intelectual da GLI”). Nenhuma licença ou direito referente à Propriedade Intelectual da GLI é-lhe concedido, exceto conforme explicitamente declarado neste Contrato. Todos os direitos não concedidos explicitamente a você ou relacionados à Propriedade Intelectual da GLI são reservados à GLI. Você pode fornecer feedback à GLI com relação aos Serviços. Não obstante qualquer disposição do Contrato em contrário, a GLI pode usar esse feedback para qualquer finalidade sem qualquer tipo de obrigação. Por meio do presente, você cede à GLI todo o direito de título e interesse em qualquer feedback que fornecê-la, incluindo toda Propriedade Intelectual relacionada. “Propriedade Intelectual” significa todos e quaisquer dos seguintes itens em qualquer jurisdição em todo o mundo e todos os direitos sobre, decorrentes ou associados a eles: (a) patentes, modelos de utilitário e aplicações para os mesmos, bem com todas as novas edições, divisões, novos exames, renovações, extensões, versões provisórias, continuações e continuações parciais dos mesmos; direitos equivalentes ou similares em qualquer parte do mundo sobre invenções e descobertas, incluindo divulgações de invenção; (b) todos os segredos comerciais, invenções (patenteáveis ou não e limitados ou não à prática); outros direitos sobre know-how e informações confidenciais ou proprietárias; (c) todos esquemas de circuitos integrados, trabalhos de autoria e direitos autorais, registros e aplicações para os mesmos; todos os outros direitos correspondentes (incluindo direitos morais), em todo o mundo; (d) direitos sobre o software (incluindo, entre outros, APIs, código-fonte, código de objeto e linguagem de marcação); (e) direitos de publicidade, personalidade, identificação ou atributos pessoais ou de grupo semelhantes; (f) nomes comerciais, logotipos, marcas comerciais e marcas de serviço de common law, imagem comercial, registros de marcas registradas e marcas de serviços; suas aplicações e qualquer goodwill associado a elas; (g) quaisquer direitos similares, correspondentes ou equivalentes a qualquer um dos itens precedentes e quaisquer outras propriedades intelectuais ou direitos de propriedade em todo o mundo.

Você concorda em manter e reproduzir todos os avisos de direitos autorais, patentes, marcas comerciais e outros, incluindo, entre outros, quaisquer isenções de responsabilidade, em todas as cópias, sob qualquer forma, de qualquer relatório da mesma forma e maneira que estes e outros avisos sejam incluídos no relatório. Exceto quando expressamente autorizado neste Contrato, você não deverá fazer cópias ou duplicatas do relatório ou de qualquer parte dele sem a permissão prévia por escrito da GLI.

Informações Confidenciais: Qualquer acordo de confidencialidade entre as Partes é incorporado por referência. No caso de não haver acordo de confidencialidade, você concorda com o seguinte:

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“Informação Confidencial” significa todas as informações técnicas e não técnicas fornecidas por qualquer das Partes, incluindo, entre outras, informações sobre pesquisa, desenvolvimento, dados, engenharia, informações financeiras, testes, metodologias de teste, requisitos de compra, compras, listas de produtos, especificações de produtos, processos e técnicas de produção, listas de fornecedores, previsões, planos de merchandising e marketing, se tais informações: (a) estiverem marcadas como “confidenciais” ou “proprietárias” ou por uma comunicação simultânea, ou (b) sejam designadas confidenciais ou proprietárias por comunicação escrita ou eletrônica dentro de dez (10) dias após a divulgação, ou (c) sejam informações que, dadas as circunstâncias, uma pessoa com julgamento comercial razoável entenderia ser confidencial ou proprietária.

As Informações Confidenciais não devem incluir: (a) informação que estava no domínio público no momento da sua divulgação, ou que se torna propriedade de domínio público sem culpa do beneficiário; (b) que estava legitimamente na posse do beneficiário sem qualquer obrigação de confidencialidade antes da divulgação pela Parte divulgadora; (c) que seja desenvolvida independentemente pelo beneficiário sem uso ou referência às Informações Confidenciais da Parte divulgadora, ou (d) que seja recebida pelo beneficiário de uma fonte independente da Parte divulgadora que não esteja obrigada a confidencialidade com respeito a essa informação.

Cada Parte poderá divulgar suas Informações Confidenciais à outra Parte e a Parte que receber as Informações Confidenciais da Parte divulgadora deverá: (a) não usar as Informações Confidenciais da Parte divulgadora, exceto para o cumprimento de seus direitos e obrigações sob este Contrato; (b) usar o mesmo grau de cuidado, mas não menos do que um grau razoável de cuidado, na proteção das Informações Confidenciais da Parte divulgadora contra uso ou publicação não autorizados, da mesma forma como protege suas próprias informações confidenciais; (c) não fazer engenharia reversa, desmontar ou decompilar as Informações Confidenciais da Parte divulgadora; (d) não exportar as Informações Confidenciais da Parte divulgadora sem o consentimento prévio por escrito da mesma; e (e) não divulgar a qualquer terceiro ou copiar qualquer Informação Confidencial da Parte divulgadora sem seu consentimento prévio por escrito, exceto que o beneficiário possa divulgar as Informações Confidenciais do Proprietário a seus funcionários, contratados ou consultores profissionais DESDE QUE: (a) tais pessoas precisem conhecer essas Informações Confidenciais; e (b) tais pessoas façam uso ou divulgação fidedignos dessas informações

A inconsistência de Informações Confidenciais com os termos deste Contrato constituirão uma violação ao mesmo, pela qual o beneficiário será responsável. Cada um desses indivíduos está sujeito a obrigações vinculantes de confidencialidade ao beneficiário ou à Parte divulgadora com relação a tais Informações Confidenciais não menos restritivas que este Contrato. Este Contrato não deve ser interpretado como proibindo a divulgação de Informações Confidenciais pelo

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beneficiário na medida em que tal divulgação seja exigida pela legislação aplicável, conforme exigido pelas agências reguladoras, ou por mandado judicial ou de uma intimação ou outros pedidos ou solicitações legais válidos, desde que o beneficiário forneça à Parte divulgadora notificação prévia por escrito razoável de tal divulgação, se permitido por lei, e coopere com a Parte divulgadora na busca de um mandado de proteção ou outra medida cautelar apropriada para proteger a confidencialidade de tal Informação Confidencial. No caso de uma violação, ou ameaça de violação, dessas obrigações de confidencialidade, a Parte divulgadora poderá obter uma compensação justa apropriada, incluindo liminar, além de quaisquer recursos que ela dispuser legalmente. Os termos, mas não a existência, deste Contrato serão considerados Informações Confidenciais de ambas as partes. Nada neste documento poderá alterar ou limitar as atribuições e concessões de direitos e licenças referentes à Propriedade Intelectual neste Contrato.

Não obstante qualquer disposição em contrário, qualquer Regulador pode reimprimir, reproduzir e transmitir qualquer documento ou informação a qualquer parte que o regulador, a seu exclusivo critério, considere apropriado. No caso de a GLI receber uma intimação ou precisar participar de um processo judicial relacionado à sua apresentação, você concorda em pagar custos e taxas razoáveis, incluindo quaisquer honorários advocatícios para que a GLI responda. Além disso, você é responsável por apresentar qualquer moção para anular uma intimação ou para obter uma medida cautelar.

Não obstante qualquer disposição em contrário nestes termos e condições ou qualquer contrato de confidencialidade referenciado, qualquer Regulador poderá reimprimir, reproduzir e transmitir qualquer documento ou informação a qualquer parte que o regulador, a seu exclusivo critério, considere apropriado. Além disso, a GLI pode divulgar informações confidenciais enviadas por Você, se exigido pelos órgãos reguladores, de acordo com as leis e regulamentos de uma jurisdição aplicável ou por um mandado de um tribunal judicial devidamente designado em uma jurisdição relevante. No entanto, em ambos os casos, as Partes concordam em notificar imediatamente a outra parte de tal solicitação.

Somente para Análise de Jogos de Mesa: Com relação à análise de jogos de mesa, tabelas de pagamento para dispositivos eletrônicos, dados RNG e outros empreendimentos onde a GLI fornece uma análise de dados estatísticos ou validação matemática independente, devido a processos matemáticos complexos, aproximações e erros de arredondamento que necessariamente ocorrem durante qualquer cálculo matemático, os resultados são entendidos como aproximações razoáveis de resultados teóricos ou aproximações de intervalo em relação a níveis de confiança bem conhecidos.

Somente para Testes de Hardware: O Teste de Descarga Eletrostática realizado pela GLI destina-

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se apenas a simular técnicas observadas no campo que está sendo usado para tentar interromper a integridade dos Dispositivos Eletrônicos de Jogo. Durante o teste, a GLI verifica se há marcas, símbolos ou documentos indicando que um dispositivo passou por teste de segurança do produto ou de conformidade com a RoHS, se necessário. A GLI também realiza uma análise superficial das informações que acompanham os itens apresentados, quando possível e quando fornecidos, para evidências de que os itens foram submetidos a testes de conformidade para Interferência Eletromagnética (EMI), Interferência de Radiofrequência (RFI), Interferência Magnética, Vazamentos de Líquido, Flutuações de Energia, Imunidade Eletrostática, Compatibilidade Eletromagnética e Condições Ambientais. O cumprimento de quaisquer regulamentos relacionados aos testes mencionados acima é de responsabilidade exclusiva do fabricante e/ou desenvolvedor dos itens apresentados. A GLI não aceita nenhuma responsabilidade, não faz representações e se exime de qualquer responsabilidade em relação a todos os testes não relacionados a jogos.

Somente para Relatórios e Certificações: Os relatórios GLI são proprietários tanto para você quanto para a GLI. Os relatórios da GLI contêm informações confidenciais da GLI de valor comercial para a GLI, cuja exposição a terceiros pode afetar negativamente tanto você como a GLI. Consequentemente, tais Informações Confidenciais são fornecidas confidencialmente, sob a condição estrita de que nenhuma parte será reimpressa, reproduzida ou transmitida a quaisquer partes externas ao contrato original sem a aprovação prévia por escrito de ambas as Partes, incluindo, entre outras, qualquer pessoa ou organização que possa estar em concorrência com uma Parte sem a aprovação prévia por escrito dessa Parte.

Qualquer relatório da GLI só pode ser usado no contexto integral original para o escopo indicado no relatório. Qualquer alteração torna o relatório inválido e é estritamente proibida. Os métodos de teste utilizados, os testes excluídos e os dados reais que mostram os resultados do teste estão disponíveis para o Beneficiário de um relatório da GLI mediante solicitação por escrito, os quais devem ser informações confidenciais da GLI.

Você concorda em revisar o trabalho, analisá-lo quanto à precisão e relatar as deficiências imediatamente à GLI. A GLI realizou esse trabalho com base em seu entendimento dos Materiais de Apresentação.

Após uma resolução ou esclarecimento bem-sucedidos das discrepâncias observadas pela GLI em seus testes, o produto e todas as informações passarão por verificações costumeiras de garantia de qualidade e de conformidade antes da determinação da conformidade. Se for determinado que a apresentação está em conformidade com os padrões técnicos aplicáveis, será emitido um Relatório de resultados da avaliação. Os relatórios são normalmente emitidos entre 3 a 5 dias úteis após a conclusão do teste / auditoria e revisão técnica. Se for feita uma determinação de

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que seu produto não está em conformidade com os padrões apropriados, você será notificado.

Sob nenhuma circunstância a determinação de conformidade pela GLI de quaisquer produtos será interpretada como implicando um endosso ou garantia em relação à funcionalidade, qualidade ou desempenho do produto em questão, incluindo seu hardware, software ou outros componentes, e nenhuma pessoa ou parte deve declarar ou implicar qualquer coisa em contrário.

Qualquer Relatório da GLI é emitido exclusivamente para seu benefício. Um Relatório da GLI não pode ser invocado por qualquer motivo por qualquer pessoa ou entidade incluindo, entre outras, o fabricante ou desenvolvedor dos itens, um Laboratório que não seja da GLI ou um Regulador não indicado no Relatório (“Terceiro”) sem permissão por escrito da GLI e/ou qualquer Regulador aplicável. Você não pode fazer declarações falsas ou enganosas sobre um relatório da GLI.

Todos os itens identificados na primeira página do relatório são considerados certificados à data do presente relatório, apresentada na primeira página do Relatório emitido pela GLI. Todos os itens são certificados para utilização, até a referida notificação de datas ser enviada, indicando um item cuja utilização já não é permitida dentro da jurisdição especificada. Ao aceitar o relatório da certificação do fabricante e/ou programador dos itens submetidos à GLI reconhece, pelo presente documento, as disposições de Avaliação GLI e o Guia de Certificação (para os relatórios emitidos a partir da GLI World Headquarters) ou o Esquema de Certificação de Produtos da GLI, PC-QS-010 (para os relatórios emitidos a partir da GLI Europe B.V.). Podem ser obtidas informações adicionais sobre a validade desta certificação através do GLIAccess e/ou do respectivo esquema de certificação aplicável, o qual se encontra disponível no website da gaminglabs.com. A utilização da marca Gaming Labs Certified® representa o acordo dos utilizadores em autorizarem, permitirem e acomodarem que representantes autorizados da GLI a efetuem uma auditoria da utilização da Marca e em permitirem que um representante autorizado da American Association of Laboratory Accreditation (A2LA) efetue uma auditoria sempre que o assim entender e à sua custa, de forma a confirmar que a utilização da Marca não implica, de forma alguma, que a A2LA aprova ou certifica qualquer uma das Marcas, serviços ou processos da empresa, grupo ou organização que solicite a utilização da marca Gaming Labs Certified.

Disposições Adicionais:

- a. Você reconhece que a GLI está sujeita a várias regulamentações impostas pelas autoridades de jogos governamentais em várias jurisdições ao redor do mundo. Isso significa que a GLI é obrigada a conduzir seus negócios de maneira ética e de acordo com os regulamentos impostos pelas Autoridades de Jogos. Você não deve fazer nada que

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possa colocar em risco a elegibilidade da GLI para manter qualquer licença em relação a jogos. A GLI reserva-se o direito de rescindir este contrato a qualquer momento, sem responsabilidade, se a continuação do contrato colocar em risco sua capacidade de ser qualificada para deter ou manter quaisquer licenças, autorizações ou aprovações relacionadas a jogos com um regulador.

- b. Você concorda em não contratar ou tentar contratar, direta ou indiretamente, qualquer funcionário da GLI durante o Prazo deste Contrato e por um período de um ano a partir de então. Esta restrição não se aplica às suas atividades gerais de recrutamento que não sejam especificamente direcionadas à GLI ou aos seus funcionários e às respostas dos funcionários da GLI a tais anúncios gerais de emprego.
- c. A GLI é uma contratada independente. Nenhuma das partes será considerada um agente, empregador ou representante da outra. A menos que restringido por regulamento, a GLI se reserva o direito de designar os funcionários de qualquer laboratório da GLI.
- d. Ambas as partes garantem que nenhuma parte do preço deste Contrato foi paga, direta ou indiretamente, a um funcionário de qualquer das partes em conexão com qualquer trabalho contemplado ou realizado em relação a este Contrato.
- e. As disposições deste Contrato são para o benefício exclusivo das Partes e seus sucessores e cessionários permitidos, e não serão interpretadas como conferindo quaisquer direitos a qualquer Terceiro (incluindo quaisquer direitos de terceiros beneficiários).
- f. A falha da GLI em afirmar qualquer ou todos os seus direitos sob este contrato não será considerada uma renúncia de tais direitos, nem qualquer renúncia estará implícita na aceitação de qualquer pagamento ou serviço.
- g. Este Contrato e todas as reivindicações ou causas de ação (seja em contrato, ato ilícito ou lei) que possam ser baseadas, decorrentes ou se relacionem a este Contrato, aos Serviços ou a qualquer relatório ou certificação resultante dos Serviços, ou à negociação, execução ou cumprimento deste Contrato (incluindo qualquer reivindicação ou causa de pedir baseada, decorrente ou relacionada a qualquer representação ou garantia feita ou em conexão com este Contrato ou como um incentivo para celebrar este Contrato) serão regidos e executados de acordo com as leis internas da jurisdição onde o laboratório da GLI aceitar sua apresentação estiver localizado, incluindo suas prescrições e excluindo seus conflitos de leis. Qualquer ação entre as partes será veiculada somente em um tribunal estadual ou federal situado dentro dos Tribunais daquela jurisdição, e você se submete irrevogavelmente à jurisdição pessoal de tais tribunais para tal propósito.
- h. Nenhuma das partes será responsável perante a outra por qualquer falha ou atraso no cumprimento de quaisquer obrigações nos termos do presente, quando tal falha ou atraso forem total ou principalmente causados por atos ou eventos além de seu controle e mitigação razoáveis, que podem incluir, entre outros, força maior, atos de autoridade civil ou militar, incêndios, inundações, terremotos ou outros desastres naturais, guerras, tumultos ou greves. Ambas as partes farão, no entanto, todos os esforços razoáveis para

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remover ou eliminar tal causa de atraso ou inadimplemento e, após a cessação da causa, diligentemente buscar o cumprimento de suas respectivas obrigações sob este Contrato.

- i. Este Contrato, juntamente com as informações explicitamente referidas ou vinculadas a este Contrato, todas as quais são incorporadas neste documento, estabelece o acordo e entendimento entre a GLI e você com relação ao assunto aqui tratado e substitui quaisquer representações, anúncios, declarações, propostas, negociações, discussões, entendimentos ou acordos anteriores sobre o mesmo assunto. Você reconhece que não foi induzido a celebrar este Contrato por quaisquer representações ou declarações, orais ou escritas, não expressamente contidas neste Contrato.
- j. Se qualquer parte deste contrato for considerada inválida, ilegal ou inexecutável, a validade, legalidade e exequibilidade das disposições restantes não serão de forma alguma afetadas ou prejudicadas.
- k. Você, o fabricante e/ou desenvolvedor dos itens enviados são os únicos responsáveis por solicitar, obter e manter todo o licenciamento de jogos necessário em cada jurisdição na qual você faz negócios, incluindo jurisdições estaduais e tribais, quando aplicável. A GLI é obrigada por lei a realizar auditoria em qualquer pessoa ou entidade com a qual faça negócios. Você concorda em divulgar à GLI se estiver colaborando com outra entidade em sua apresentação.
- l. Você não pode ceder seus direitos ou obrigações sob este Contrato sem o consentimento expresso por escrito da GLI.

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**GLI TERMS AND CONDITIONS****General Terms and Conditions (Romanian Translation)****Termeni și condiții generale (Română)**

Materialele care trebuie furnizate: Trebuie să puneți la dispoziția GLI toată documentația necesară, informațiile, software-ul, hardware-ul („Materialele care trebuie furnizate”) și asistența tehnică pentru desfășurarea activității, inclusiv asistența pentru instalare și configurare. Aveți obligația să asigurați mediul, instrumentele sau echipamentul specializat necesar pentru ca GLI să-și desfășoare activitatea. Lipsa informațiilor suficiente despre produs și a asistenței tehnice poate conduce la creșterea timpului și a costurilor asociate proiectelor.

Confirmați că sunteți proprietarul și/sau utilizatorul autorizat al produsului sau al informațiilor furnizate („Materialele care trebuie furnizate”) și că aveți toate drepturile și autoritatea necesară să le furnizați GLI pentru prestarea serviciilor.

Orice cod sursă furnizat trebuie să reflecte corect, complet și exact software-ul utilizat în domeniu sau pentru orice produs comercial.

GLI va returna materialele care trebuie furnizate la cererea dvs. Solicitarea de returnare a materialelor care trebuie furnizate înainte de finalizarea prestării serviciilor poate aduce GLI în imposibilitatea de finalizare a serviciilor. GLI nu este și nu va fi considerat niciodată agent escrow. Aveți responsabilitatea să păstrați o copie a materialelor care trebuie furnizate, inclusiv, fără a se limita la codul sursă. GLI nu are obligația să păstreze materialele care trebuie furnizate de dvs. pe termen nelimitat sau să ia decizii privind dreptul de proprietate asupra acestora. La propria discreție, GLI poate returna sau distruge informațiile dvs. confidențiale sau alte materiale pe care le-ați furnizat GLI în orice moment după finalizarea prestării serviciilor.

Facturarea: Sunteți responsabili pentru toate costurile de deplasare (deplasarea cu avionul, terestră, cazare, mese și cheltuieli) în legătură cu prezentul acord. Prețul indicat în deviz nu include aceste cheltuieli, cu excepția cazului în care se convine altfel. Cheltuielile de deplasare vă sunt rambursate la valoarea achitată. Timpul de deplasare este tarifat la oră, cu excepția cazului în care se convine altfel.

Dacă GLI trebuie să lucreze mai mult de 8 ore pe zi pentru a satisface cerințele dvs., GLI poate percepe costuri suplimentare.

Facturile emise trebuie plătite într-un interval de 30 de zile de la data facturării astfel cum este indicat pe factură. Pentru întârzierea plății, se poate aplica o penalizare de un procent și jumătate (1,5%) din soldul restant după expirarea celor 30 de zile și un procent și jumătate (1,5%) lunar.

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după această perioadă.

Întârzieri și ordine de schimbare: Compania GLI nu este responsabilă pentru întârzierile legate de acceptarea de către dvs. a unei propuneri, de răspunsul dvs. privind modificarea domeniului de aplicare sau a comenzii, dacă asistența tehnică sau materialele care trebuie furnizate sunt insuficiente sau inadecvate, pentru numărul sporit de rapoarte de conformitate sau răspunsul dvs. la rapoarte sau altă corespondență, modificarea standardelor tehnice de către o autoritate de reglementare, modificarea arhitecturii dvs. de sistem, hardware sau software, diferențele de fus orar, proiectele sau solicitările de lucru complexe care nu se încadrează în domeniul de aplicare al prezentului acord.

Orice modificare adusă obligațiilor oricăreia dintre părți sau oricărui aspect al prezentului acord va necesita un ordin de modificare scris semnat de ambele părți care descrie modificările și ajustările de preț aferente („Ordin de schimbare”). Un proiect de ordin de schimbare poate fi emis de oricare dintre părți sau poate fi generat de GLI la solicitarea dvs. Ordinul de schimbare trebuie să conțină o descriere detaliată a tuturor modificărilor aduse acordului inițial, în timp ce termenii nemodificați ai acordului inițial vor rămâne în vigoare. Fiecare ordin de schimbare va fi și este integrat și devine parte a acestui acord și este reglementat de prevederile acestui acord.

Garantie și limitarea răspunderii: GLI GARANTEAZĂ CĂ TOATE SERVICIILE PE CARE LE FURNIZEAZĂ SUNT PRESTATE CONFORM STANDARDELOR STABILITE ȘI RECUNOSCUTE, ACORDÂND ATENȚIA CUVENITĂ ȘI RESPECTÂND LEGISLAȚIA APLICABILĂ. CU EXCEPȚIA GARANȚIEI ANTERIOARE, SERVICIILE ȘI RAPOARTELE SUNT FURNIZATE CA ATARE FĂRĂ NICIO GARANȚIE DE NICIO NATURĂ, IAR GLI RENUNȚĂ LA TOATE CELELALTE GARANȚII EXPRESE SAU IMPLICITE, INCLUSIV, FĂRĂ A SE LIMITA LA GARANTAREA TITLULUI DE PROPRIETATE, ABSENȚA CONTESTĂRIILOR, VANDABILITATE SAU ADECVAREA PENTRU UN ANUMIT SCOP. CA SIGURĂ MODALITATE DE REPARARE PENTRU ÎNCĂLCAREA ORICĂREI GARANȚII CONFORM PREZENTULUI ACORD, GLI POATE ALEGE PRESTAREA DIN NOU A SERVICIILOR FURNIZATE ÎN TEMEIUL PREZENTULUI ACORD SAU RAMBURSAREA BANILOR PRIMIȚI DE GLI PENTRU SERVICIILE PRESTATE.

CU EXCEPȚIA ÎNCĂLCĂRII PROPRIETĂȚII INTELECTUALE SAU A DREPTURILOR DE CONFIDENȚIALITATE ALE GLI, NICIO PARTE NU VA FI RESPONSABILĂ FAȚĂ DE CEALALTĂ PENTRU DAUNELE SPECIALE, SECUNDARE, ACCIDENTALE, PUNITIVE SAU INDIRECTE, INCLUSIV FĂRĂ A SE LIMITA LA PIERDEREA VENITULUI, PIERDEREA PROFITULUI, ÎNTRERUPEREA ACTIVITĂȚII SAU PIERDEREA DE CAPITAL CARE DECURG DIN SAU ÎN LEGĂTURĂ CU PREZENTUL ACORD, SERVICIILE SAU ORICE RAPORT SAU CERTIFICARE FURNIZATĂ DE GLI, INDIFERENT DE NOTIFICĂRILE PRIVIND POSIBILITATEA PRODUCERII UNOR ASTFEL DE DAUNE. ÎN NICIO SITUAȚIE RESPONSABILITATEA TOTALĂ A GLI FAȚĂ DE DVS. PENTRU TOATE DAUNELE, PIERDERILE ȘI CERERILE DE CHEMARE ÎN

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JUDECATĂ (DE NATURĂ CONTRACTUALĂ SAU DELICTUALĂ, INCLUSIV, FĂRĂ A SE LIMITA LA, NEGLIJENȚĂ SAU DE ALT TIP) NU VA DEPĂȘI PER TOTAL SUMA PLĂTITĂ CĂTRE GLI ÎN TEMEIUL PREZENTULUI CONTRACT. GLI ȘI BENEFICIARUL CONFIRMĂ ȘI SUNT DE ACORD CĂ SERVICIILE FURNIZATE DE GLI NU POT FI PRESTATE CONFORM TERMENILOR PREZENTULUI ACORD FĂRĂ O CREȘTERE A COSTURILOR DACĂ GLI TREBUIE SĂ FURNIZEZE GARANȚII SUPLIMENTARE SAU SĂ-ȘI ASUME RĂSPUNDERI SUPLIMENTARE FAȚĂ DE CELE SUSMENȚIONATE.

Proprietatea intelectuală a GLI: GLI și proprietarii săi de licență sunt și vor rămâne singurii proprietari ai drepturilor, titlurilor și intereselor privind metodele de testare, procedurile, software-ul de testare și toate drepturile de proprietate intelectuală a GLI, (împreună „Proprietatea intelectuală a GLI”). GLI nu vă acordă nicio licență și niciun drept asupra proprietății intelectuale GLI, cu excepția cazurilor în care se indică altfel în prezentul acord. Toate drepturile care nu vă sunt acordate în mod explicit asupra proprietății intelectuale GLI sunt rezervate companiei GLI. Puteți furniza GLI feedback privind serviciile. Fără a aduce atingere niciunei prevederi contrare a acordului, GLI poate folosi acest feedback în orice scop fără nicio obligație de nicio natură. Prin prezenta, atribuiți GLI toate titlurile și interesele privind feedbackul furnizat GLI, inclusiv toate drepturile de proprietate intelectuală în acest sens. Proprietate intelectuală înseamnă oricare și toate aspectele următoare în orice jurisdicție la nivel mondial și toate drepturile asociate: (a) brevete, modele de utilitate și aplicațiile acestora și toate reparațiile, diviziunile, reexaminările, reînnoirile, extinderile, actele provizorii, continuările și continuările parțiale ale acestora și drepturile echivalente sau similare oriunde în lume privind invențiile și descoperirile, inclusiv dezvăluirea invențiilor; (b) toate secretele comerciale, invențiile (indiferent că sunt brevetabile sau nu și indiferent că nu sunt puse sau nu în practică) și alte drepturi asupra know-how-ului și a informațiilor confidențiale sau proprietare; (c) toate topografiile circuitelor integrate, lucrările de autor și drepturile de autor, înregistrările și aplicațiile acestora și toate celelalte drepturi aferente (inclusiv drepturile morale) la nivel mondial; (d) drepturile asupra software-ului (inclusiv, fără a se limita la, API-uri, cod sursă, cod obiect și limbajul de marcare); (e) drepturile de publicitate, personalitate, identificare sau atributele personale sau de grup similare; (f) denumiri comerciale, sigle, mărci comerciale cunoscute și mărcile de servicii, imaginea comercială, înregistrările mărcii comerciale și ale mărcii de servicii și aplicațiile acestora și tot fondul comercial asociat; și (g) orice drepturi similare, corespunzătoare sau echivalente privind proprietatea intelectuală sau drepturile de proprietate intelectuală menționate anterior și oricare alte drepturi la nivel mondial.

Sunteți de acord să păstrați și să reproduceți toate notificările privind drepturile de autor, brevetele, mărcile comerciale și de alt tip, inclusiv, fără a se limita la, toate declarațiile de declinare a responsabilității, din toate exemplarele, în orice formă, a oricărui raport, în aceeași formă și în același mod în care drepturile de autor și alte notificări sunt incluse în raport. Cu excepția autorizației exprese din prezentul acord, nu veți face copii sau duplicate ale raportului

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sau ale oricărei părți a acestuia fără permisiunea scrisă prealabilă a GLI.

Informații confidențiale: Orice acord de confidențialitate între părți este inclus pentru referință. În cazul în care nu există niciun acord de confidențialitate, sunteți de acord cu următoarele aspecte:

„Informații confidențiale” înseamnă toate informațiile tehnice și non-tehnice furnizate de oricare dintre părți, inclusiv, fără a se limita la, informațiile privind cercetarea, dezvoltarea, datele, tehnologia, informațiile financiare, testarea, metodele de testare, cerințele privind achizițiile, achiziționarea, listele de produse, specificațiile produselor, procesele și tehnicile de producție, listele de furnizori, prognozele, planurile de merchandising și marketing dacă aceste informații: (a) sunt marcate drept confidențiale sau proprietare în sine sau de un comunicat asociat sau (b) sunt desemnate ca fiind confidențiale sau proprietare printr-un comunicat scris sau electronic într-un interval de zece (10) zile după publicare sau (c) sunt informații care, în anumite situații, pot fi considerate confidențiale sau proprietare de către o persoană care ia decizii de afaceri rezonabile.

Informațiile confidențiale nu includ: (a) informațiile care aparțineau domeniului public în momentul divulgării sau care devin proprietatea domeniului public independent de voința beneficiarului; (b) informațiile aflate în posesia de drept a beneficiarului fără nicio obligație de păstrare a confidențialității înainte de divulgare de către partea care dezvăluie informațiile; (c) informațiile dezvoltate independent de beneficiar fără a utiliza sau consulta informațiile confidențiale ale părții care dezvăluie informațiile sau (d) informațiile primite de beneficiar dintr-o sursă independentă față de partea care dezvăluie informațiile și care nu are obligația de păstrare a confidențialității acestor informații.

Fiecare parte poate divulga informațiile sale confidențiale către cealaltă parte, iar partea care beneficiază de informațiile confidențiale: (a) va folosi informațiile confidențiale ale părții care le dezvăluie informațiile doar pentru exercitarea drepturilor și a obligațiilor sale în temeiul prezentului acord; (b) va aplica același grad de precauție, însă nu mai puțin decât un grad de precauție rezonabil, pentru protejarea informațiilor confidențiale ale părții care le dezvăluie pentru a preveni utilizarea sau publicarea neautorizate, la fel ca cel pe care îl aplică pentru protecția propriilor informații confidențiale; (c) nu va reconstitui prin inginerie inversă, decompila sau dezasambla informațiile confidențiale ale părții care le dezvăluie; (d) nu va exporta informațiile confidențiale ale părții care le dezvăluie fără consimțământul prealabil al acesteia și (e) nu va divulga către terți și nu va copia informațiile confidențiale fără consimțământul prealabil al părții care dezvăluie informațiile, cu excepția faptului că beneficiarul poate dezvălui informațiile confidențiale ale proprietarului către angajații, contractanții sau consilierii săi profesioniști CU CONDIȚIA CA: (a) aceste persoane să aibă necesitatea de a cunoaște aceste

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informații confidențiale și (b) aceste persoane să folosească sau să dezvăluie informațiile conform principiului bunei credințe

Utilizarea informațiilor confidențiale de către aceste persoane fără a respecta termenii prezentului acord va reprezenta o încălcare a prezentului acord pentru care beneficiarul este responsabil; fiecare dintre aceste persoane are obligația de păstrare a confidențialității față de beneficiar sau partea care dezvăluie informațiile referitor la informațiile confidențiale, nu mai puțin restrictivă decât prezentul acord. Prezentul acord nu poate fi interpretat în sensul interzicerii dezvăluirii informațiilor confidențiale de către beneficiar în măsura în care această dezvăluire este impusă de legislația aplicabilă, de către agențiile de reglementare sau prin hotărâre judecătorească sau în temeiul unui mandat sau al altei cereri sau solicitări valabile din punct de vedere juridic, cu condiția ca beneficiarul să transmită părții care dezvăluie informațiile o notificare scrisă cu privire la această divulgare, dacă acest lucru este permis de legislație, și să coopereze cu partea care dezvăluie informațiile pentru obținerea unui ordin de protecție sau a unei măsuri corespunzătoare pentru protejarea confidențialității informațiilor confidențiale. În cazul încălcării, sau al unei potențiale încălcări, a acestor obligații de păstrare a confidențialității, partea care dezvăluie informațiile poate beneficia de măsuri reparatorii echitabile, inclusiv o dispoziție de interdicție, pe lângă alte măsuri reparatorii prevăzute de lege. Termenii, însă nu și existența, prezentului acord vor fi considerați informații confidențiale pentru ambele părți. Nicio prevedere din prezentul acord nu va modifica sau limita cesiunea și acordarea unui drept și licență asupra proprietății intelectuale din prezentul acord.

Fără a aduce atingere niciunei prevederi contrare, orice autoritate de reglementare poate retipări, reproduce și transmite orice document sau informație către orice parte pe care autoritatea de reglementare o consideră adecvată la propria sa discreție. În cazul în care GLI primește o citație sau i se solicită să asiste la îndeplinirea unor proceduri judiciare legate de materialele trimise de dvs., sunteți de acord să plătiți costuri și taxe rezonabile, inclusiv onorariile avocaților, pentru ca GLI să răspundă acestor solicitări. De asemenea, sunteți responsabili să înaintați o moțiune pentru invalidarea citației sau pentru un ordin de protecție.

Fără a aduce atingere niciunei prevederi contrare din prezentele termeni și condiții sau orice acord de confidențialitate la care se face referire, orice autoritate de reglementare poate retipări, reproduce și transmite orice document sau informație către orice parte pe care autoritatea de reglementare o consideră adecvată la propria sa discreție. În plus, GLI poate divulga informațiile confidențiale furnizate de dvs. dacă acest lucru este solicitat de agențiile de reglementare în temeiul legislației și al regulamentelor unei jurisdicții aplicabile sau prin hotărârea unui instanțe desemnate dintr-o jurisdicție relevantă. Totuși, în orice caz, părțile sunt de acord să se notifice reciproc cu privire la o astfel de solicitare.

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Exclusiv pentru analiza jocurilor de masă: Referitor la analiza jocurilor de masă, tabelele de plată pentru dispozitivele electronice, datele RNG și alte activități pentru care GLI furnizează validarea matematică independentă sau analiza datelor statistice, datorită proceselor matematice complexe, erorilor de aproximare și de rotunjire care au loc în timpul oricărui calcul matematic, rezultatele sunt înțelese ca aproximări rezonabile ale rezultatelor teoretice sau aproximări de interval raportat la nivelurile de încredere binecunoscute.

Doar pentru testarea hardware: Încercarea pentru descărcare electrostatică efectuată de GLI are rolul doar de a simula tehnicile observate în domeniu folosite pentru a perturba integritatea dispozitivelor de joc electronice. În timpul încercării, GLI verifică marcaje, simboluri sau documente care indică faptul că s-a testat siguranța sau conformitatea RoHS a dispozitivului, dacă este necesar. De asemenea, GLI efectuează o analiză succintă a informațiilor care însoțesc articolele trimise, atunci când este posibil și când acestea sunt furnizate, pentru a verifica dacă articolele au fost supuse testării privind interferența electromagnetică (EMI), interferențele generate de frecvențele radio (RFI), interferența magnetică, deversarea de lichide, fluctuațiile de tensiune, imunitatea electrostatică, compatibilitatea electromagnetică și condițiile de mediu. Respectarea acestor reglementări privind testările susmenționate revine exclusiv producătorului și/sau dezvoltatorului articolelor trimise; GLI nu acceptă nicio responsabilitate, nu face declarații și nu își asumă nicio obligație privind toate testările care nu au legătură cu jocurile.

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Doar pentru rapoarte și certificări: Rapoartele GLI reprezintă informații proprietare pentru dvs. și GLI. Rapoartele GLI conțin informații confidențiale GLI cu valoare comercială pentru GLI a căror divulgare către terți poate vă afecta negativ pe dvs. și GLI. Astfel, aceste informații confidențiale sunt furnizate în mod confidențial, cu condiția strictă ca nicio parte a acestora să nu fie retipărită sau reprodușă ori transmisă altor părți externe față de contractul inițial fără aprobarea preliminară scrisă a ambelor părți, inclusiv, fără a se limita la, orice persoană sau organizație care poate fi în concurență cu una din părți fără aprobarea scrisă anterioară a părții respective.

Orice raport GLI poate fi folosit doar în contextul integral inițial pentru obiectivul menționat în raport. Orice modificare anulează raportul și este strict interzisă. Metodele de testare folosite, testele excluse și datele efective care indică rezultatele testelor sunt puse la dispoziția beneficiarului raportului GLI pe baza unei solicitări scrise, toate acestea reprezentând informații confidențiale ale GLI.

Sunteți de acord să revizuiți activitatea, să verificați exactitatea acesteia și să raportați imediat problemele către GLI. GLI a desfășurat aceste activități pe baza materialelor furnizate de dvs.

După soluționarea sau clarificarea cu succes a discrepanțelor observate de GLI la testare, produsul și toate informațiile vor fi supuse verificării calității și evaluărilor de conformitate înainte de stabilirea conformității. Dacă materialele furnizate respectă standardele tehnice aplicabile, va fi emis un raport cu rezultatele evaluării. De obicei, rapoartele sunt emise după 3-5 zile lucrătoare de la finalizarea testării/auditului și a reviziei tehnice. Dacă se stabilește că produsul dvs. nu respectă standardele adecvate, veți primi o notificare.

În niciun caz, stabilirea conformității de către GLI a oricărui produs nu poate fi interpretată în sensul susținerii sau al garantării funcționării, calității sau performanței produsului în cauză, inclusiv hardware-ul, software-ul sau alte componente și nicio persoană sau parte nu va afirma sau sugera contrariul.

Orice raport GLI este emis doar pentru dvs. Nicio persoană sau entitate, inclusiv, fără a se limita la, producătorul sau dezvoltatorul produselor, un laborator care nu aparține GLI sau o agenție de reglementare nedenumită în raport (terț) nu se poate prevala de un raport GLI fără permisiunea scrisă a GLI și/sau a oricărei agenții de reglementare aplicabile. Nu puteți face declarații false sau înșelătoare privind raportul GLI.

Toate articolele identificate pe prima pagină a raportului sunt considerate certificate începând cu data raportată prezentată pe prima pagină a Raportului inițial publicat de GLI. Toate articolele sunt certificate pentru utilizare până când notificarea este trimisă, indicând faptul că nu mai este permisă utilizarea unui articol în jurisdicția specificată. Prin acceptarea raportului de certificare,

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producătorul și/sau dezvoltatorul articolelor trimise la GLI acceptă prevederile Ghidului de evaluare și certificare GLI (pentru rapoartele emise de sediul central al GLI) sau a programului de certificare a produselor GLI, PC-QS- 010 (pentru rapoartele emise de GLI Europe BV). Informații suplimentare privind valabilitatea acestei certificări pot fi obținute și prin intermediul GLIAccess și/sau al programului de certificare aplicabil, disponibil pe site-ul gaminglabs.com. Utilizarea mărcii Gaming Labs Certified® reprezintă acordul utilizatorilor de a permite, încuviința și îngădui reprezentanților autorizați ai GLI să efectueze un audit de supraveghere a utilizării mărcii și să permită unui reprezentant autorizat al Asociației Americane pentru Acreditarea Laboratoarelor (A2LA) să efectueze un audit de supraveghere, la data decisă de acesta și pe cheltuiala asociației, să confirme că utilizarea mărcii nu implică în niciun fel faptul că A2LA sprijină sau certifică oricare dintre mărcile, serviciile sau procesele companiei, grupului sau organizației care solicită utilizarea mărcii Gaming Labs Certified.

Prevederi suplimentare:

- a. Confirmați că GLI trebuie să respecte diferitele regulamentele impuse de autoritățile guvernamentale care reglementează jocurile într-o serie de jurisdicții la nivel mondial. Acest lucru înseamnă că GLI trebuie să-și desfășoare activitatea în mod etic și conform regulamentelor impuse de autoritățile care reglementează jocurile. Nu trebuie să întreprindeți nicio acțiune care să afecteze eligibilitatea GLI de a deține orice licență în domeniul jocurilor. GLI își rezervă dreptul de a rezilia prezentul acord în orice moment, fără nicio obligație, în cazul în care continuarea acordului afectează abilitatea sa de a se califica pentru, de a deține sau păstra orice licențe, permise sau aprobări de joc din partea unei agenții de reglementare.
- b. Sunteți de acord să nu angajați și să nu încercați să angajați, direct sau indirect, niciun angajat GLI pe perioada de aplicare a prezentului acord și pe o perioadă de 1 an după aceasta. Această restricție nu se va aplica activităților dvs. generale de recrutare care nu vizează în mod specific GLI sau angajații săi și răspunsurile angajaților GLI la astfel de anunțuri generale de angajare.
- c. GLI este contractant independent. Nicio parte nu va fi considerată agentul, angajatorul sau reprezentantul celeilalte. Cu excepția cazului în care este restricționat prin regulament, GLI își rezervă dreptul de a desemna personal din orice laborator GLI.
- d. Ambele părți garantează că nicio parte a prețului pentru prezentul acord nu a fost plătită, direct sau indirect, unui angajat al oricăreia dintre părți în legătură cu nicio activitate propusă sau efectuată privind prezentul acord.
- e. Prevederile prezentului acord sunt în beneficiul exclusiv al ambelor părți și al succesorilor și cesionarilor legali și nu pot fi interpretate în sensul acordării de drepturi către terți (inclusiv drepturile beneficiarilor terți).
- f. Incapacitatea GLI de a-și exercita drepturile în temeiul prezentului acord nu va fi considerată o renunțare la aceste drepturi, la fel ca în cazul acceptării unei plăți sau

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serviciu.

- g. Prezentul acord, și toate pretențiile sau acțiunile în instanță (de natură contractuală, delictuală sau statutară) care se bazează, rezultă din sau au legătură cu prezentul acord, serviciile sau orice raport sau certificare care decurge din serviciile prestate sau negocierea, executarea ori aplicarea prezentului acord (inclusiv orice pretenție sau acțiune în instanță bazată pe, rezultată din sau în legătură cu orice declarație sau garanție privind prezentul acord sau ca stimulent pentru a încheia prezentul acord) va fi reglementat și pus în aplicare conform legislației interne a jurisdicției în care se află laboratorul GLI care a acceptat oferta dvs., incluzând termenele de prescripție și excluzând normele sale privind conflictul de legi. Competența soluționării cererii acțiunii între părți va reveni exclusiv instanței dintr-un stat sau tribunalului federal din cadrul acelei jurisdicții, iar dvs. că supuneți irevocabil jurisdicției personale a acestei instanțe în acest scop.
- h. Niciuna dintre părți nu este responsabilă față de cealaltă pentru neîndeplinirea sau întârzierea îndeplinirii obligațiilor în temeiul prezentului acord când acest lucru se datorează integral sau în principal situațiilor sau evenimentelor aflate în afara controlului său rezonabil, care pot include, fără a se limita la, cazuri de forță majoră, acțiuni ale autorității civile sau militare, incendii, inundații, cutremure sau alte dezastre naturale, războaie, revolte sau greve. Totuși, ambele părți vor depune toate eforturile rezonabile pentru a elimina o astfel de cauză de întârziere, iar la încetarea situației vor urmări în mod asiduu îndeplinirea obligațiilor proprii în temeiul prezentului acord.
- i. Prezentul acord împreună cu informațiile la care se face referire explicită sau care au legătură cu prezentul acord, toate fiind incluse în acesta, pune bazele întregului acord și al înțelegerii dintre GLI și dvs. privind obiectul acestuia și înlocuiește orice declarație, publicitate, afirmații, propuneri, negocieri, discuții, acțiuni sau acorduri anterioare cu același obiect. Confirmați că nu ați fost determinat să încheiați acest contract prin nicio declarație sau afirmație, orală sau scrisă, care nu este inclusă în mod expres în prezentul acord.
- j. Dacă oricare parte a prezentului acord este considerată nulă, ilegală sau inaplicabilă, valabilitatea, legalitatea și aplicabilitatea prevederilor rămase nu va fi afectată sau compromisă.
- k. Dvs., producătorul și/sau dezvoltatorul articolelor furnizate sunteți singurii responsabili cu depunerea cererii, obținerea și păstrarea tuturor licențelor de joc din fiecare jurisdicție în care vă desfășurați activitatea, inclusiv jurisdicțiile statale și tribale atunci când este cazul. Compania GLI este obligată prin lege să acționeze cu diligența necesară în ceea ce privește fiecare persoană sau entitate cu care desfășoară afaceri. Sunteți de acord să comunicați GLI dacă colaborați cu altă entitate când depuneți materialele.
- l. Nu puteți ceda drepturile sau obligațiile dvs. în temeiul prezentului acord fără consimțământul expres scris al GLI.



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**GLI TERMS AND CONDITIONS****General Terms and Conditions (Serbian Translation)****Opšte odredbe i uslovi (srpski)**

Materijali za podnošenje: Morate obezbediti GLI-u svu neophodnu dokumentaciju, informacije, softver, hardver (zbirno: „Materijali za podnošenje“) ali i tehničku podršku za izvršenje rada, uključujući i asistiranje pri instalaciji i konfigurisanju. Od vas se traži da obezbedite svako potrebno specijalno okruženje, alate ili opremu neophodnu GLI-u da izvrši rad. Nedostatak informacija o proizvodu i tehničke podrške može dovesti do prolongiranja termina i povećanja troškova projekta.

Vi garantujete da ste vlasnik i/ili autorizovani korisnik proizvoda ili podnetih informacija (tj. „Materijala za podnošenje“) i da posedujete sva prava i ovlašćenja neophodna da ista pošaljete GLI-u radi izvršenja usluga.

Svaki podneti izvorni kod mora biti ispravan, kompletan i tačan prikaz softvera koji će se koristiti na terenu ili u bilo kojem komercijalnom proizvodu.

GLI će vam, na vaš zahtev, vratiti vaše „Materijale za podnošenje“. Zahtev za povraćaj „Materijala za podnošenje“ pre izvršenja usluga može dovesti GLI u situaciju da ne može da izvrši uslugu. GLI nije, niti može biti tretiran u bilo kojem slučaju kao depozitni agent (tzv. escrow agent). Vaša je odgovornost da sačuvate kopiju „Materijala za podnošenje“, uključujući ali ne ograničavajući se na izvorni kod. Od GLI-a se ne može očekivati da neograničeno čuva vaše „Materijale za podnošenje“ niti da donosi odluke u vezi s pravom vlasništva nad njima. GLI može, po sopstvenom nahođenju, bilo kada nakon izvršenja usluga, da vrati ili uništi vaše poverljive informacije ili druge materijale koje ste poslali GLI-u.

Fakturisanje: Vi snosite odgovornost za sve razumne troškove putovanja (vazdušno ili zemaljski, smeštaj, obroci i incidenti) u vezi s ovim sporazumom. Sve ponuđene cene ne obuhvataju ove troškove, sem ukoliko nije izričito navedeno drugačije. Troškovi puta će vam biti obračunati, uz doplatu. Vreme puta naplaćuje se po satu, sem ukoliko nije drugačije naznačeno.

Ako GLI mora da radi duže od 8 sati u jednom danu da bi ispunio vaš zahtev, može vam naplatiti dodatne troškove.

Izdate fakture moraju biti isplaćene u roku od 30 dana od datuma na fakturi, koji mora biti naveden na njoj. Za fakture koje ne budu isplaćene nakon 30 dana može se zaračunati penal za zakasnelu uplatu, jednak iznosu jednog i po procenta (1,5%) neisplaćene sume za svaki mesec kašnjenja.

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Odlaganja i promena porudžbina: GLI nije odgovoran za kašnjenja nastala usled vašeg prihvatanja predloga, izmene obima i stavki porudžbine, nedovoljnih ili neadekvatnih Materijala za podnošenje, loše tehničke podrške, povećanje broja izveštaja o usklađenosti ili vašeg odgovora na izveštaje ili drugu korespondenciju, promene tehničkih standarda od strane regulatora, promene arhitekture vašeg sistema, hardvera, softvera, razlike usled vremenskih zona, neuobičajene složenosti projekata ili zahteva za poslom koji je izvan obima obuhvaćenog ovim sporazumom.

Za izmenu svake obaveze bilo koje od strana, ili bilo kojeg aspekta ovog sporazuma, biće neophodan pisani nalog za promenu koji opisuje promene i sva srodna usklađivanja troškova, s potpisima obe strane (u daljem tekstu: "Nalog za promenu porudžbine"). Radnu verziju „Naloga za promenu porudžbine“ može dati bilo koja strana, ili je na vaš zahtev može podneti GLI. „Nalog za promenu porudžbine“ mora da sadrži detaljan opis svih promena prvobitnog sporazuma. Sve neizmenjene stavke smatraće se važećim. Svaki „Nalog za promenu porudžbine“ biće pridružen ovom sporazumu, smatraće se njegovim delom i uređivaće se odredbama ovog sporazuma.

Garancija i ograničavanje odgovornosti: GLI GARANTUJE DA ĆE SVE USLUGE KOJE PRUŽI BITI SAGLASNE S VAŽEĆIM I PRIZNATIM STANDARDIMA, KAO I DA ĆE SE U RAZUMNIM OKVIRIMA VODITI BRIGA O NJHOVOJ USAGLAŠENOSTI S VAŽEĆIM ZAKONIMA. IZUZEV PRETHODNO NAVEDENE GARANCIJE, USLUGE I SVI IZVEŠTAJI BIĆE OBEZBEĐENI U VIĐENOM STANJU I BEZ BILO KAKVE GARANCIJE. GLI ODBIJA SVE DRUGE GARANCIJE, IZRIČITE ILI IMPLICIRANE, UKLJUČUJUĆI ALI NE OGRANIČAVAJUĆI SE NA BILO KAKVE GARANCIJE NAZIVA, NEKRŠENJA, PODESNOSTI ZA TRGOVINU ILI ADEKVATNOSTI ZA ODREĐENU NAMENU. GLI ĆE, KAO REŠENJE U SLUČAJU KRŠENJA BILO KOJE GARANCIJE POKRIVENE OVIM SPORAZUMOM, PONOVO IZVRŠITI USLUGE PREDVIĐENE OVIM SPORAZUMOM ILI ĆE VRATITI NOVAC KOJI JE PRIMIO ZA PRUŽENE USLUGE, ZADRŽAVAJUĆI PRAVO IZBORA JEDNE OD OVIH OPCIIJA.

SEM U SLUČAJU KRŠENJA PRAVA NA INTELEKTUALNU SVOJINU I PRAVA POVERLJIVOSTI GLI-A, NIJEDNA STRANA NEĆE BITI ODGOVORNA ZA BILO KAKVU SPECIJALNU, POSLEDIČNU, KAŽNJIVU, INDIREKTNU ILI ŠTETU PROISTEKLU IZ INCIDENTA, UKLJUČUJUĆI ALI NE OGRANIČAVAJUĆI SE NA IZGUBLJENI PRIHOD ILI ZARADU, POSLEDIČNI PREKID U POSLOVANJU ILI GUBITAK KAPITALA U VEZI SA OVIM SPORAZUMOM, USLUGAMA ILI BILO KOJIM IZVEŠTAJEM ILI SERTIFIKACIJOM KOJE JE GLI IZVRŠIO, BEZ OBZIRA NA OBAVEŠTENJE O MOGUĆNOSTI NASTANKE POMENUTE ŠTETE. NI U KOM SLUČAJU, ODGOVORNOST GLI-A ZA UKUPNU ŠTETU, GUBITKE I UZROKE ZA DALJIM RADNJAMA (BILO U UGOVORU ILI KAO NAKNADE, UKLJUČUJUĆI ALI NE OGRANIČAVAJUĆI SE NA NEMAR ILI DRUGO) NE MOŽE U ZBIRU PREMAŠITI UKUPAN IZNOS KOJI ĆE BITI ISPLAĆEN GLI-U U OKVIRIMA OVOG SPORAZUMA. GLI I PRIMALAC SU SAGLASNI I PRIHVATAJU DA OVDE NAVEDENE USLUGE KOJE GLI PRUŽA, U SLUČAJU DA JE OD GLI-A TRAŽENO DA PRUŽI GARANCIJE KAO

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DODATAK ILI ZAMENU, ILI JE TRAŽENO DA SE PREUZME ODGOVORNOST IZVAN NAVEDENOG, NISU MOGLE DA BUDU REALIZOVANE OD STRANE GLI-A POD OVDE NAVEDENIM ODREDBAMA BEZ POVEĆANJA TROŠKOVA.

Intelektualna svojina GLI-a: GLI i njegovi davaoci licence jesu i ostaće jedini vlasnici svih prava, vlasništva i interesovanja za GLI-eve metode testiranja, procedure, softver za testiranje, kao i svih prava intelektualne svojine s tim u vezi (zbirno: „Intelektualna svojina GLI-a“). Vama se ne daju licenca, niti pravo na Intelektualnu svojinu GLI-a, sem onih eksplicitno navedenih u ovom sporazumu. Sva prava u vezi s Intelektualnom svojinom GLI-a, izuzimajući ona eksplicitno data vama, pripadaju GLI-u. Možete dati povratne informacije GLI-u u vezi s njegovim uslugama. Bez obzira na bilo koju odredbu sporazuma, GLI može iskoristiti pomenute povratne informacije u bilo koju svrhu, bez obaveze bilo koje vrste. Ovim sporazumom dodeljujete GLI-u sva prava vlasništva i interesovanja navedena u bilo kakvim povratnim informacijama poslatim GLI-u, uključujući sva prava proistekla iz ili u vezi s intelektualnom svojinom. „Intelektualna svojina“ znači bilo koji deo ili celina dole navedenog u bilo kojoj nadležnosti u svetu, i sva prava proistekla ili u povezana s time: (a) patent, korisni modeli i njihova primena, kao i svaka ponovna upotreba, ponovno pregledanje, obnavljanje, proširenje, privremene stavke ili nastavci (obuhvatajući i delove nastavaka) i ekvivalenti ili slična prava za deo izuma i otkrića, bilo gde u svetu, uključujući i samo otkriće; (b) sve trgovačke tajne, izume (bilo da se mogu patentirati ili ne, ili da su svedeni na korišćenje u praksi) i druga prava vezana za „know-how“ i poverljive ili vlasničke informacije; (c) sva integrisana kola, autorska ili dela zaštićena autorskim pravima, registracije i proistekle primene, i sva druga prava koja odgovaraju njima (uključujući i moralna prava) u celom svetu; (d) prava na softver (uključujući ali ne i ograničavajući se na API-e, izvorni i objektni kod i programski jezik); (e) prava javnosti, ličnosti, identifikacije ili sličnih atributa pojedinca ili grupe; (f) trgovačke nazive, logotipe, žigove i oznake običnih prava, trgovačke adrese, registracije zaštitnih znakova i oznaka usluga i proisteklih prijava i bilo kakve dobre volje povezane s njima; (g) bilo koje slično, odgovarajuće ili ekvivalentno pravo gore navedenog i bilo koje drugo pravo intelektualne svojine ili vlasnička prava širom sveta.

Saglasni ste da ćete zadržati i reprodukovati u istoj formi i načinu na koji su takva autorska i druga obaveštenja uključena u izveštaj, za sva autorska prava, patente, zaštitne znake i druga obaveštenja, uključujući ali ne i ograničavajući se na bilo kakva odricanja od odgovornosti za sve primerke, u bilo kojem obliku, bilo kojeg izveštaja. Izuzev izričitog odobrenja navedenog u ovom sporazumu, saglasni ste da nećete umnožavati ili praviti duplikate izveštaja bilo kojeg dela bez pismenog odobrenja od GLI-a.

Poverljiva informacija: Bilo koji sporazum o poverljivosti između strana inkorporiran je referencom. U slučaju da ne postoji ugovor o poverljivosti, saglasni ste sa sledećim:

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Termin „Poverljiva informacija“ označavaće svaku tehničku i netehničku informaciju koju je pružila bilo koja strana, uključujući ali ne ograničavajući se na informacije vezane za istraživanje, razvoj, podatke, inženjering, finansijske podatke, testiranje, metodologije testiranja, zahteve za nabavku, kupovinu, liste i specifikacije proizvoda, proizvodne procese i tehnike, liste dobavljača, prognoze, raspoređivanje robe po rafovima i marketinške planove ako je takva informacija: (a) označena kao „poverljiva“ ili „vlasnička“ po svom sadržaju ili u pratećoj istovremenoj komunikaciji, ili (b) označena kao „poverljiva“ ili „vlasnička“ pisanom elektronskom komunikacijom u roku od deset (10) dana od obznanjivanja, ili (c) za koju bi osoba u datim okolnostima, zdravim i poslovnim rezonovanjem, odredila da bude „poverljiva“ ili „vlasnička“.

Poverljiva informacija neće sadržati: (a) informaciju koja je bila u javnom domenu u vreme obznanjivanja, ili koja nije dospela u javni domen greškom primaoca; (b) informaciju koju je s pravom imao primalac, bez obaveze o poverljivosti pre obznanjivanja; (c) informaciju do koje je primalac došao nezavisnim radom, bez korišćenja ili upućivanja na druge poverljive informacije, ili (d) informaciju koju je primalac, koji nije pod obavezom poverljivosti u vezi s tom informacijom, primio od nezavisnog izvora.

Bilo koja strana može obznaniti „Poverljivu informaciju“ drugoj strani. Strana koja prima „Poverljivu informaciju“ od druge strane: (a) neće koristiti „Poverljivu informaciju“ druge strane sem za potrebe izvršenja svojih prava i obaveza pod ovim sporazumom; (b) vodiće jednako računa kao i kada čuva svoje „Poverljive informacije“, ali ne manje od razumnog stepena brige, da sačuva Poverljivu informaciju druge strane od neovlašćene upotrebe ili objavljivanja; (c) neće vršiti inverzni inženjering, rastavljanje ili dekompanjiranje „Poverljive informacije“ druge strane; (d) neće izvoziti „Poverljivu informaciju“ druge strane bez njenog pismenog odobrenja; (e) neće otkriti „Poverljivu informaciju“ druge strane trećoj strani, niti će kopirati bilo koji njen deo, bez pismenog odobrenja druge strane. Izuzetak je da primalac može obznaniti „Poverljivu informaciju“ njenog vlasnika svojim zaposlenima, podizvođačima ili profesionalnim savetnicima **POD USLOVOM**: (a) da navedene osobe treba da imaju tu „Poverljivu informaciju“ i (b) da će je navedene osobe bona fide koristiti ili obznaniti.

Korišćenje „Poverljive informacije“ koje nije u skladu s odredbama ovog sporazuma od strane osoba koje nisu obuhvaćeni ovim sporazumom smatraće se kršenjem ovog sporazuma, za koje će primalac snositi odgovornost. Svaki pojedinac je pod obavezom čuvanja poverljivosti pomenute „Poverljive informacija“ druge strani, ne manje restriktivne od navedenog u ovom sporazumu. Ovaj sporazum neće biti konstituisan da zabrani obznanjivanje „Poverljive informacije“ od strane primaoca ukoliko se to kosi sa važećim zakonom, zahtevom regulatornog tela, naredbom ili pozivom zakonodavnog suda ili drugog validnog pravnog zahteva, imajući u vidu da će primalac dati drugoj strani pismeno obaveštenje o pomenutom razlogu obznanjivanja u razumnom roku i da će, ako to zakon dopušta, sarađivati s drugom stranom u traženju zaštitnog naloga ili druge

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odgovarajuće olakšice radi zaštite poverljivosti takve „Poverljive informacije“. U slučaju kršenja, ili pretnje kršenja ovih obaveza o poverljivosti, strana koja informaciju obznanjuje može pribaviti odgovarajuću pravnu olakšicu, što obuhvata i sudsku zabranu, pored bilo kojih drugih pravnih lekova koje zakon predviđa. Odredbe, ali ne i samo postojanje ovog sporazuma, smatraće se „Poverljivim informacijama“ obe strane. Ništa što je sadržano u ovom sporazumu neće izmeniti ili ograničiti zadatke i dodelu prava i licenci intelektualne svojine.

Bilo koji regulator može, po sopstvenom nahođenju, ponovo štampati, reprodukovati i poslati bilo koji dokument ili informaciju bilo kojoj strani ako smatra da je to neophodno, bez obzira na eventualne odredbe koje nalažu drugačije. U slučaju da GLI dobije sudski poziv ili da mora da prisustvuje pravnom postupku u vezi s vašom prijavom, saglasni ste da ćete GLI-u platiti razumne troškove i honorare, uključujući i onaj za advokata, da bi GLI mogao da vam odgovori. Vaša je odgovornost, u takvim slučajevima, da podnesete zahtev za poništavanje sudskog poziva ili zaštitni nalog.

Bilo koji regulator može, po sopstvenom nahođenju, ponovo štampati, reprodukovati i poslati bilo koji dokument ili informaciju bilo kojoj strani ako smatra da je to neophodno, bez obzira na eventualne odredbe koje nalažu drugačije. Takođe, GLI može obznaniti „Poverljivu informaciju“ koju je od vas dobio ako to od njega traže regulatorna tela u skladu s zakonima i regulativima važeće nadležnosti, ili po nalogu nadležnog suda u relevantnoj nadležnosti. Ipak, u svakom slučaju, strane su saglasne da će odmah o takvom zahtevu obavestiti drugu stranu.

Samo za analizu stonih igara: U vezi s analizom stonih igara, tabelama isplata za elektronske uređaje, RNG podatke i druge poduhvate u kojima GLI pruža nezavisnu matematičku validaciju ili analizu statističkih podataka, zbog kompleksnosti matematičkih procesa, pretpostavki i grešaka pri zaokruživanju koje su neizbežne u matematičkim izračunavanjima, pretpostaviće se da su dobijeni rezultati razumne pretpostavke teoretskih rezultata ili pretpostavki opsega s obzirom na dobro poznate nivoe pouzdanosti.

Samo za testiranje hardvera: GLI-evo testiranje elektrostatičkog pražnjenja predviđa samo simuliranje tehnika kojima se pokušava rušenje integriteta elektronskih uređaja za igre, viđenih na terenu. Ako je neophodno, tokom testiranja GLI će proveriti oznake, simbole ili dokumenta, da bi potvrdio da je uređaj podvrgnut testovima bezbednosti, ili da je u saglasnosti s RoHS standardom. GLI će povremeno pregledati i informacije koje dolaze uz podnetu stavku, kada je to moguće i ako je sve potrebno dostavljeno, pregledaće i dokaze da je uređaj bio podvrgnut testiranju usaglašenosti na elektromagnetske smetnje (eng. Electromagnetic Interference, EMI), smetnje na radio frekvencijama (eng. Radio Frequency Interference RFI), magnetske smetnje, prosipanje tečnosti po uređaju, fluktuacije u naponu, otpornost na elektrostatičke smetnje, elektro-magnetsku kompatibilnost i na uslove u okruženju. Isključivo je obaveza proizvođača i/ili

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programera podnete stavke da proveriti saobraznost s pomenutim regulativima i standardima u vezi s pomenutim testiranjem. GLI ne prihvata nikakvu odgovornost, ne predstavlja nikoga i odriče se bilo kakve odgovornosti u vezi sa svim takvim neigračkim testiranjima.

Samo za izveštaje i sertifikaciju: GLI i vi ćete se smatrati vlasnicima izveštaja GLI-a. Izveštaji GLI-a sadrže "Poverljive informacije" GLI-a koje imaju tržišnu vrednost za GLI. Njihovo obznanjivanje trećim stranama može negativno uticati na vas i na GLI. U skladu s time, te „Poverljive informacije“ daju se u poverenju, pod strogim uslovom da nijedan njihov deo neće biti ponovo štampan, reprodukovano, prosleđen bilo kojoj strani koja nije obuhvaćena prvobitnim ugovorom, bez prethodnog pismenog odobrenja obe strane, uključujući ali ne i ograničavajući se na bilo koju osobu ili organizaciju koji se mogu smatrati konkurentom jedne od strana.

Bilo koji izveštaj GLI-a može se koristiti samo u potpunom prvobitnom kontekstu, u cilju navedenom u njemu. Strogo je zabranjeno menjati izveštaj, ta radnja će ga učiniti nevažećim. Metode testiranja, neurađeni testovi i stvarni rezultati testiranja dostupni su primaocu izveštaja GLI-a na pisani zahtev. Sve navedeno smatraće se „Poverljivom informacijom“ GLI-a.

Slažete se da ćete pregledati urađeno, analizirati tačnost i da ćete odmah prijaviti nedostatke GLI-u. GLI je preuzeo posao na osnovu razumevanja podnetih „Materijala za podnošenje“.

Nakon što je druga strana razumela pojašnjenja u vezi odstupanja koja je GLI primetio tokom testiranja, proizvod i sve informacije proći će uobičajenu kontrolu kvaliteta i provere ocenjivanja usaglašenosti, pre utvrđivanja usaglašenosti. Ako je ocenjeno da je stavka u skladu s važećim tehničkim standardima, izdaće se izveštaj o rezultatima ocenjivanja. Izveštaji se uglavnom izdaju u roku od tri do pet radnih dana nakon urađenog testiranja, revizije i tehničkog pregleda. Ako je ocenjeno da vaš proizvod nije u skladu s odgovarajućim standardima, bićete o tome obavešteni.

Ni pod kojim uslovima će GLI-evo utvrđivanje usaglašenosti bilo kojeg proizvoda implicirati prihvatanje ili garantovanje funkcionalnosti, kvaliteta ili performansi relevantnog proizvoda, uključujući njegov hardver, softver i druge komponente. Nijedna osoba ili strana neće izjaviti ili implicirati bilo šta protivno navedenom.

Svaki izveštaj GLI-a izdaje se isključivo u vašu korist. Nijedna osoba ili entitet, uključujući ali ne ograničavajući se na proizvođače ili programere stavki, laboratorije koje nisu u okviru GLI-a i regulatore ne naznačene u izveštaju (tzv. „treća strana“) ne smeju se oslanjati na izveštaj GLI-a iz bilo kojeg razloga bez pismenog odobrenja GLI-a ili bilo kojeg priznatog regulatora. U vezi s izveštajem GLI-a, ne smete davati lažne iskaze ili izjave koje dovode u zabludu.

Sve stavke identifikovane na prvoj stranici izveštaja smatraju se sertifikovanim od datuma

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izveštaja koji je prikazan na prvoj stranici originalnog izdatog izveštaja GLI-ja. Sve stavke su sertifikovane za korišćenje dok se ne pošalje obaveštenje u kojem se navodi da stavka više nije dozvoljena za korišćenje unutar navedene nadležnosti. Prihvatanjem izveštaja o sertifikaciji proizvođač i/ili programer stavki podnesenih GLI-ju ovim putem se slažu sa odredbama Vodiča o procjeni i sertifikaciji GLI-ja (za izveštaje izdate od Sedišta GLI-ja) ili šemom sertifikacije proizvoda GLI-ja, PC-QS-010 (za izveštaje izdate od GLI Evropa B.V.). Dodatne informacije o važnosti ove sertifikacije mogu se dobiti i preko GLIAccess i/ili važeće šeme sertifikacije koja je na raspolaganju na gaminglabs.com. Korišćenje oznake Gaming Labs Certified[®] predstavlja sporazum korisnika da koristi, dozvoli i primi ovlašćene predstavnike GLI-ja da izvrše nadzornu proveru nad korišćenjem Oznake i da dozvole ovlašćenom predstavniku Američkog udruženja za akreditaciju laboratorija (A2LA) da izvrši nadzornu proveru, po svom nahođenju i trošku, da potvrdi da korišćenje Oznake ni na koji način ne implicira da A2LA podržava ili sertifikuje bilo koje Oznake, usluge ili procese društva, grupe ili organizacije koje zahtevaju korišćenje oznake Gaming Labs Certified.

Dodatne odredbe:

- a. Prihvatate da je GLI usmeren raznim regulativima koje su odredile državna tela za regulaciju igara u velikom broju nadležnosti širom sveta. To znači da je GLI u obavezi da svoj posao sprovodi na etički prihvatljiv način i u skladu s propisima koje propisuju tela za regulaciju igara. Ne smete činiti ništa što bi ugrozilo podobnost GLI-a da ima bilo koju licencu za igre. GLI zadržava pravo da poništi ovaj sporazum u bilo kojem trenutku ako bi njegovo dalje sprovođenje ugrozilo kvalifikovanost GLI-a da poseduje ili zadrži bilo koju licencu, dozvolu ili odobrenje za igre izdato od regulatora.
- b. Saglasni ste da nećete pokušavati da, direktno ili indirektno, zaposlite bilo kojeg radnika GLI-a tokom mandata ovog sporazuma i jednu godinu nakon toga. Ova zabrana neće važiti za vaše opšte aktivnosti pri zapošljavanju koje nisu ciljano usmerene na GLI i njegove zaposlene, niti za odgovore zaposlenih u GLI-u na takve (ne posebno ciljane) oglase za posao.
- c. GLI je nezavisni izvođač. Nijedna strana neće se smatrati podobnom da bude agent, poslodavac ili predstavnik nekog drugog. GLI zadržava pravo da uposli ljudstvo iz bilo koje svoje laboratorije, sem ukoliko neki propis ne postavi ograničenje.
- d. Obe strane garantuju da nijedan deo cene za ovaj sporazum nije isplaćen, direktno ili indirektno, zaposlenom bilo koje strane u vezi s bilo kakvim predviđenim ili urađenim poslom u vezi s ovim sporazumom.
- e. Odredbe ovog sporazuma sačinjene su isključivo u korist obe strane, njihovih naslednika i određenih cesionara. One neće biti tumačene kao dodeljivanje bilo kakvih prava trećoj strani (uključujući prava treće strane).
- f. Propust GLI-a da potvrdi bilo koje ili sva prava pod ovim sporazumom neće se smatrati odricanjem od tih prava, niti će se prihvatanje bilo koje uplate ili usluge smatrati

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impliciranjem bilo kakvog odricanja od pomenutih prava.

- g. Ovaj ugovor i sva potraživanja ili uzroci delovanja (bez obzira na ugovor, delikt ili statut) na osnovu kojih se može zasnivati, koja proizilaze iz ili se odnose na ovaj sporazum, usluge ili bilo koji izveštaj ili sertifikat koji proizilazi iz usluga ili pregovaranja, izvršenje ovog sporazuma (uključujući bilo koje tužbe ili uzrok akcije zasnovan na tome, koji proizilaze iz ili su povezani s bilo kakvim zastupanjem ili garancijom u vezi s ovim sporazumom, ili kao podsticaj za zaključivanje ovog sporazuma) vodiće se i primenjivati se u skladu s lokalnim zakonima nadležnosti u kojoj se nalazi laboratorija koja je prihvatila vaš podnesak, uključujući njegov statut ograničenja i isključujući pravila o sukobu zakona. Svaka radnja između dve strane rešavaće se isključivo u Državnom ili Saveznom sudu u toj nadležnosti, i vi neopozivo prihvatate nadležnost tih sudova u pomenutu svrhu.
- h. Nijedna strana neće biti odgovorna drugoj strani za bilo kakav neuspeh ili odlaganje izvršenja bilo koje obaveze ovde navedene kada su u potpunosti ili principijelno prouzrokovani delima ili događajima van razumnih okvira kontrole i uticaja, uključujući ali ne i ograničavajući se na, Božija dela, radnje civilnih ili vojnih tela, požare, poplave, zemljotrese ili druge prirodne katastrofe, ratno stanje, proteste ili štrajkove. Ipak, obe strane uložiće (u razumnim granicama) najveći mogući napor da otklone pomenute uzroke odlaganja ili neizvršenja obaveza, i nakon prestanka njihovog uticaja, marljivo će nastaviti da izvršavaju svoje obaveze prema ovom sporazumu.
- i. Ovaj sporazum, zajedno sa informacijama koje se eksplicitno pominju ili su povezane s ovim sporazumom, a sve su u njemu navedene, definiše dogovor između GLI-a i vas na navedene teme, i zamenjuje sve prethodne predstavke, oglase, izjave, predloge, pregovore, diskusije, dogovore ili sporazume koji se tiču istih tema. Saglasni ste da niste podstrekivani da sklopite ovaj sporazum bilo kakvim predstavljanjem ili izjavama, usmenim ili pismenim, ne izričito navedenim u ovom sporazumu.
- j. Ako bilo koji deo ovog sporazuma bude proglašen nevažećim, nelegalnim ili neprimenjivim, to neće imati uticaja na važenje, zakonitost i primenu preostalih odredbi.
- k. Odgovornost za prijavljivanje, pribavljanje i održavanje svih neophodnih licenci za igre u svakoj nadležnosti u kojoj poslužete, uključujući saveznu ili plemensku (gde je to primenljivo), isključivo je na vama, proizvođaču i/ili programeru. Zakon obavezuje GLI da vrši proveru osoba ili entiteta s kojima posluje. Saglasni ste da ćete obavestiti GLI ako budete sarađivali s bilo kojim drugim entitetom u vezi vašeg podneska.
- l. Ne smete dodeliti vašu prave i obaveze iz ovog sporazuma drugome bez izričitog pisanog odobrenja GLI-a.

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**GLI TERMS AND CONDITIONS****General Terms and Conditions (Spanish Translation)****Términos y condiciones generales (español)**

Materiales de presentación: Deberá proporcionar a GLI toda la documentación necesaria, la información, los programas informáticos, el hardware ("Materiales de presentación") y la asistencia técnica para llevar a cabo los trabajos, incluida la asistencia con la instalación y la configuración. Se le solicita proporcionar cualquier entorno especializado, herramientas o equipos necesarios para que GLI lleve a cabo el trabajo. La falta de información suficiente sobre los productos y la asistencia técnica puede ocasionar un aumento del tiempo y los costos relacionados con los proyectos.

Usted certifica que es el propietario o el usuario autorizado del producto o la información presentada ("Materiales de presentación") y que tiene todos los derechos y la autoridad necesaria para brindarlos a GLI para la prestación de Servicios.

Todo código fuente suministrado debe ser un reflejo fiel, completo y exacto del programa informático que se utilizará en el campo o en cualquier producto comercial.

GLI devolverá los Materiales de presentación si así lo solicita. La solicitud de devolución de los Materiales de presentación antes de que la prestación de Servicios haya finalizado puede dar lugar a que GLI sea incapaz de completar el proceso de prestación de servicios. GLI no es y no se lo considerará como un agente de fideicomiso. Usted es responsable de conservar una copia de los Materiales de presentación, que incluye de manera enunciativa mas no limitativa, el código fuente. No es obligatorio que GLI conserve una copia de los Materiales de presentación de manera indefinida o tome decisiones con respecto a la propiedad legítima. GLI podrá, a su exclusiva discreción, devolver o destruir la Información confidencial u otros materiales que haya suministrado a GLI en cualquier momento tras la finalización de la prestación de Servicios.

Facturación: Usted es responsable de todos los costos razonables relativos al transporte (transporte aéreo y terrestre, alojamiento, comidas y otros gastos) relacionados con el presente Acuerdo. A menos que esté específicamente incluido, ningún precio cotizado incluye estos gastos. Se le cobrarán los gastos de viaje al costo. El tiempo de viaje se cobrará con una tarifa por hora a menos que se especifique lo contrario.

Si GLI debe trabajar más de 8 horas diarias a los efectos de cumplir con sus exigencias, es posible que aplique cargos adicionales.

Las facturas emitidas deben abonarse dentro de los 30 días a partir de la fecha de emisión, la cual

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se encuentra en la propia factura. Se aplicará una multa por pagos tardíos equivalente al uno y medio por ciento (1,5 %) del saldo pendiente a las facturas luego de producirse el vencimiento del período de 30 días y, posteriormente, uno y medio por ciento (1,5 %) mensual.

Demoras y órdenes de cambio: GLI no es responsable de las demoras relacionadas con su aceptación de la propuesta, su respuesta a un cambio en el alcance o a una orden de cambio, los Materiales de presentación o asistencia técnica insuficientes o inadecuados, el aumento en la cantidad de informes de cumplimiento o su respuesta a informes u otra correspondencia, los cambios en las normas técnicas por un regulador, el cambio en la arquitectura de sus sistemas, hardware o programas informáticos, las diferencias de huso horario, los proyectos inusualmente complejos o las solicitudes de trabajo fuera del alcance de trabajo del presente Acuerdo.

Todo cambio efectuado a las obligaciones de alguna de las Partes o a cualquier aspecto del presente Acuerdo requerirá una petición de cambio por escrito y firmada por ambas partes que describa los cambios y cualquier ajuste de costos relacionado (una "Orden de cambio"). Cualquiera de las partes puede emitir una Orden de cambio o GLI puede generarla si usted lo solicita. La Orden de cambio debe contener una descripción detallada de todos los cambios que se realizarán en el Acuerdo original. Los términos incluidos en el Acuerdo original que sean inalterables seguirán en plena vigencia. Se debe incorporar cada Orden de cambio. Por este medio queda incorporada como parte integral de este Acuerdo y se registrará por sus disposiciones.

Garantía y limitación de la responsabilidad: GLI GARANTIZA QUE TODOS LOS SERVICIOS PRESTADOS POR LA EMPRESA SE REALIZAN DE CONFORMIDAD CON LAS NORMATIVAS ESTABLECIDAS Y RECONOCIDAS Y CON DILIGENCIA RAZONABLE DE ACUERDO CON LAS LEYES VIGENTES. CON EXCEPCIÓN DE LA PRESENTE GARANTÍA, LOS SERVICIOS Y CUALQUIER INFORME SE BRINDAN TAL Y COMO SE ENCUENTRAN Y SIN NINGUNA GARANTÍA EN ABSOLUTO Y GLI NIEGA CUALQUIER OTRA GARANTÍA, EXPRESA O IMPLÍCITA, INCLUIDAS, ENTRE OTRAS, LAS GARANTÍAS DE TÍTULO, INCUMPLIMIENTO, COMERCIALIZACIÓN O IDONEIDAD PARA UN PROPÓSITO EN PARTICULAR. COMO ÚNICA Y EXCLUSIVA SOLUCIÓN PARA EL INCUMPLIMIENTO DE UNA GARANTÍA EN VIRTUD DEL PRESENTE ACUERDO, A DISCRECIÓN DE GLI, GLI PODRÁ VOLVER A PRESTAR LOS SERVICIOS SUMINISTRADOS CONFORME A ESTE ACUERDO O REEMBOLSAR EL DINERO RECIBIDO POR LOS SERVICIOS PROVISTOS.

CON EXCEPCIÓN DE LAS VIOLACIONES DE PROPIEDAD INTELECTUAL O LOS DERECHOS DE CONFIDENCIALIDAD DE GLI, NINGUNA DE LAS PARTES SERÁ RESPONSABLE FRENTE A LA OTRA POR LOS DAÑOS ESPECIALES, CONSECUENTES, INCIDENTALES, PUNITIVOS O INDIRECTOS, INCLUIDOS A TÍTULO MERAMENTE ENUNCIATIVO, LA PÉRDIDA DE INGRESOS, LA PÉRDIDA DE GANANCIAS, LA INTERRUPCIÓN DE LA ACTIVIDAD COMERCIAL O LA PÉRDIDA DE CAPITAL QUE DERIVE DE O ESTÉ RELACIONADO CON EL PRESENTE ACUERDO, LOS SERVICIOS O CUALQUIER

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OTRO INFORME O CERTIFICADO SUMINISTRADO POR GLI, INDEPENDIENTEMENTE DE CUALQUIER NOTIFICACIÓN SOBRE LA POSIBILIDAD DE OCURRENCIA DE ESOS DAÑOS. EN NINGÚN CASO LA RESPONSABILIDAD TOTAL DE GLI FRENTE A USTED POR TODOS LOS DAÑOS, LAS PÉRDIDAS Y LAS MEDIDAS DE ACCIÓN (YA SEA POR CONTRATO O POR ACTO ILÍCITO, QUE INCLUYE PERO NO SE LIMITA A NEGLIGENCIA U OTRO) EXCEDERÁ, EN SUMA, EL MONTO TOTAL ABONADO A GLI CONFORME AL PRESENTE ACUERDO. GLI Y EL DESTINATARIO RECONOCEN Y ACEPTAN QUE LOS SERVICIOS PRESTADOS POR GLI QUE SE ENUMERAN A CONTINUACIÓN NO PODRÍAN SER PRESTADOS POR GLI CONFORME A LOS TÉRMINOS AQUÍ PROVISTOS SIN UN AUMENTO EN LOS COSTOS SI SE SOLICITARA QUE GLI OFREZCA GARANTÍAS ADEMÁS DE, O EN LUGAR DE LO PRECEDENTE; O SE LE SOLICITARA QUE ASUMIERA RESPONSABILIDAD ALGUNA QUE REVISTIERA UN CARÁCTER SUPERIOR A LO PRECEDENTE.

Propiedad intelectual de GLI: GLI y sus licenciadores son y permanecerán como únicos dueños de todos los derechos, títulos e intereses en y de los métodos de prueba, los procedimientos, los programas informáticos de prueba y todos los derechos de Propiedad intelectual relativos a GLI (en conjunto: “Propiedad intelectual de GLI”). No se le otorgará ninguna licencia o derecho de Propiedad intelectual de GLI con excepción de lo explícitamente determinado en el presente Acuerdo. Todos los derechos no explícitamente otorgados a usted o relacionados con la propiedad intelectual de GLI quedan reservados para GLI. Puede brindar su opinión a GLI con respecto a los Servicios. No obstante las disposiciones incluidas en el Acuerdo en sentido contrario, GLI podrá utilizar dichas opiniones para cualquier propósito sin ninguna obligación. Por medio de la presente, usted cede a GLI los títulos de derecho e intereses de cualquier opinión que proporcione a GLI, incluida la Propiedad intelectual relacionada a ella. “Propiedad intelectual” hace referencia a cualquiera o a todas las opciones siguientes, en cualquier jurisdicción del mundo y todos los derechos que deriven de o estén asociados con lo siguiente: (a) patentes, modelos de utilidad y aplicaciones para ellos y todas las reediciones, divisiones, revisiones, renovaciones, extensiones, soluciones provisionales, continuaciones y continuaciones parciales de las mismas o derechos equivalentes o similares en cualquier parte del mundo con respecto a inventos y descubrimientos, incluidas las divulgaciones de invenciones; (b) todos los secretos comerciales, invenciones (ya sean patentables o no, ya sean reducidas a la práctica o no) y otros derechos con respecto al conocimiento fundamental y la información confidencial o sujeta a derechos de propiedad; (c) todos los esquemas de trazados, obras de autor y derechos de autor, registros y aplicaciones relacionadas con ellos y todos los otros derechos correspondientes (incluidos los derechos morales), en todo el mundo; (d) derechos en programas informáticos (incluidos, entre otros, API, código fuente, lenguaje de marca); (e) derechos de publicidad, personalidad, identificación o atributos personales o grupales similares; (f) nombres comerciales, logotipos, marcas registradas según derecho consuetudinario y marcas de servicios, imagen comercial, registro de marcas comerciales y marcas de servicios y aplicaciones para las mismas y cualquier fondo de comercio asociado con ella y (g) cualquier derecho similar,

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correspondiente o equivalente a alguno de los mencionados anteriormente y cualquier otro derecho de propiedad intelectual en todo el mundo.

Usted acuerda conservar y reproducir todos los derechos de propiedad intelectual, patentes, marcas comerciales y otras notificaciones incluidas, entre otros, las exenciones de responsabilidad en todas las copias, en cualquier formato, de cualquier informe en el mismo formato e igual manera en que esos derechos de propiedad intelectual y otras notificaciones se incluyen en el informe. Excepto como se autoriza expresamente en el presente Acuerdo, no deberá realizar copias o duplicados del informe o de cualquier sección de este sin el consentimiento previo y por escrito de GLI.

Información confidencial: Todo acuerdo de confidencialidad entre las Partes se incorpora a modo de referencia. En caso de que no haya ningún acuerdo de confidencialidad, usted acepta lo siguiente:

Se entenderá por "Información confidencial" toda información técnica y no técnica suministrada por alguna de las Partes, incluidas, entre otras, la información relacionada con la búsqueda, el desarrollo, los datos, la ingeniería, la información financiera, la prueba, las metodologías de prueba, los requisitos de contratación, las compras, las listas de productos, las especificaciones de productos, los procesos y las técnicas de producción, las listas de proveedores, los pronósticos, la mercadotecnia y los planes de comercialización, si dicha información: (a) se encuentra marcada como "confidencial o "sujeta a derechos de autor" por sí misma o por medio de un aviso contemporáneo adjunto o (b) es indicada como confidencial o propietaria por un aviso escrito o electrónico dentro de los diez (10) días posteriores a la divulgación o (c) es información que, en determinadas circunstancias, una persona que ejerce un razonamiento comercial razonable podría comprender que es confidencial o sujeta a derechos de autor.

La Información confidencial no incluirá lo siguiente: (a) información que era de dominio público al momento de su divulgación o que se vuelve de dominio público sin ser responsabilidad del destinatario; (b) información que el destinatario tenía legítimamente en su poder sin ninguna obligación de confidencialidad previa a la divulgación por la Parte divulgadora; (c) información que ha sido desarrollada de manera independiente por el destinatario sin hacer uso de o sin hacer referencia a la Información confidencial de la Parte divulgadora; o (d) información que el destinatario recibe de una fuente independiente de la Parte divulgadora que no se encuentra bajo una obligación de confidencialidad con respecto a esa información.

Cada Parte podrá divulgar su Información confidencial a la otra y la Parte que recibe la Información confidencial de la Parte divulgadora: (a) no utilizará la información confidencial de la Parte divulgadora con excepción del ejercicio de sus derechos y obligaciones conforme al

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presente Acuerdo; (b) empleará el mismo grado de cuidado, pero en ningún caso menor cuidado que el razonable, para proteger la Información confidencial de la Parte divulgadora del uso o la publicación no autorizada de la misma manera en que protege su propia información confidencial; (c) no empleará ingeniería inversa, desensamblará o descompilará la Información confidencial de la Parte divulgadora; (d) no exportará la información confidencial de la Parte divulgadora sin el consentimiento previo y por escrito de esta última y (e) no divulgará a Terceros ni entregará copias de la Información confidencial de la Parte divulgadora sin su consentimiento previo y por escrito, con excepción de aquella situación en la que el destinatario divulga la Información confidencial del Propietario a sus empleados, contratistas o asesores profesionales, SIEMPRE QUE: (a) las mencionadas personas necesiten conocer dicha Información confidencial y (b) las mencionadas personas tienen un propósito legítimo para la divulgación de esa información.

La divulgación de la Información confidencial por parte de una persona de una manera incompatible con los términos del presente Acuerdo constituirá un incumplimiento, por lo cual el destinatario será responsable. Cada una de las personas se encontrará vinculada a las obligaciones de confidencialidad ante el destinatario o la Parte divulgadora con respecto a esa Información confidencial y no serán menos restrictivas que el presente acuerdo. El presente Acuerdo no se interpretará para prohibir la divulgación de la Información confidencial por parte del destinatario en la medida en que dicha divulgación sea requerida en virtud de la ley vigente, las entidades reguladoras así lo soliciten, un tribunal judicial lo ordene o en virtud de una citación u otra solicitud o petición legal válida, siempre que el destinatario suministre a la Parte divulgadora aviso razonable previo y por escrito de esa divulgación, si lo permite la ley, y colabore con la Parte divulgadora en la búsqueda de la aplicación de una medida cautelar u otro tipo de medida correcta para resguardar la confidencialidad de esa Información confidencial. En caso de un incumplimiento o amenaza de incumplimiento de estas obligaciones de confidencialidad, la Parte divulgadora podrá obtener una compensación equitativa y apropiada, incluida la medida precautoria, además de cualquier otra compensación que ponga a disposición la ley. Los términos, pero no su existencia, del presente Acuerdo desplegarán el carácter de Información confidencial para ambas partes. Nada de lo que se establece aquí modificará o limitará las cesiones y el otorgamiento de los derechos y las licencias relativas a la Propiedad intelectual comprendidas en este Acuerdo.

No obstante cualquier disposición en contrario, cualquier regulador podrá volver a imprimir, reproducir y enviar cualquier documento o información a cualquiera de las partes que el regulador, a su exclusiva discreción, considere apropiada. En caso de que GLI reciba una citación o se le solicite que asista a un procedimiento legal en relación con su presentación, usted acuerda pagar todos los costos y honorarios razonables, incluidos los honorarios de abogados, para que GLI brinde una respuesta. Asimismo, será responsable de presentar una moción para anular una

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citación o solicitar una medida cautelar.

No obstante cualquier disposición en contrario a estos términos y condiciones o cualquier acuerdo de confidencialidad mencionado, cualquier Regulador podrá volver a imprimir, reproducir y enviar cualquier documento o información a alguna de las partes que el regulador, a su exclusiva discreción, considere apropiada. Asimismo, GLI podrá divulgar la información confidencial que haya presentado si las entidades reguladoras así lo solicitasen en virtud de las leyes y normativas de una jurisdicción competente o por una resolución de un tribunal judicial adecuadamente designado en la jurisdicción correspondiente. Sin embargo, en cualquier caso, las Partes acuerdan notificar de inmediato a la otra parte de dicha solicitud.

Únicamente para el análisis de juegos de mesa: En relación con el análisis de juegos de mesa, la tabla de pagos de los dispositivos electrónicos, los datos para el Generador de Números Aleatorios (RNG) y cualquier otro compromiso en el cual GLI ofrezca una validación matemática independiente o un análisis de datos estadísticos, debido a procesos matemáticos complejos, aproximaciones y errores de redondeo que necesariamente tienen lugar durante un cálculo matemático, los resultados se entenderán como aproximaciones razonables a resultados teóricos o aproximaciones de rango con respecto a los niveles de confianza conocidos.

Únicamente para pruebas de hardware: Las pruebas de Descarga electrostática que GLI realiza tienen únicamente la finalidad de simular las técnicas observadas en el campo que se utilizan para intentar perturbar la integridad de los dispositivos electrónicos de juegos. Durante el transcurso de las pruebas, GLI busca detectar marcas, símbolos o documentos que indiquen que un dispositivo ha sido sometido a un procedimiento de prueba de seguridad del producto o una prueba de cumplimiento de los estándares sobre limitación de sustancias peligrosas (RoHS), en caso de ser necesario. GLI también realiza un análisis somero de la información adjunta a los elementos presentados, cuando sea posible y cuando sea provista, para obtener evidencia de que los elementos han sido sometidos a una prueba de cumplimiento de Interferencias electromagnéticas (EMI), Interferencias de radio frecuencia (RFI), Interferencias magnéticas, Líquidos derramados, Fluctuaciones de potencia, Inmunidad electrostática, Compatibilidad electromagnética y Condiciones ambientales. El cumplimiento de cualquiera de esas normativas relacionadas con las pruebas anteriormente mencionadas es exclusiva responsabilidad del fabricante o del desarrollador de los elementos presentados; GLI no asume responsabilidad alguna, no hace representación alguna y declina cualquier tipo de responsabilidad con respecto a las pruebas no relacionadas con los juegos.

Únicamente para informes y certificaciones: Los informes de GLI son propiedad de usted y de GLI. Los informes de GLI contienen Información confidencial de GLI de valor comercial. Su divulgación a terceros podría afectar de manera adversa a usted y a GLI. En consecuencia, dicha

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Información confidencial se suministra en confianza o con el requisito indispensable de que ninguna parte sea reimpressa, reproducida o enviada a alguna parte ajena al contrato original sin el consentimiento previo y por escrito de ambas Partes, incluida, entre otras, cualquier persona u organización que podría ser competencia de una Parte sin la previa autorización por escrito de esa Parte.

Los informes de GLI pueden ser usados en todo su contexto original únicamente para el alcance determinado en el informe. Toda alteración efectuada producirá la invalidez del informe y queda estrictamente prohibida. Los métodos de prueba utilizados, las pruebas excluidas y los datos reales que muestren los resultados de la prueba están disponibles al Destinatario de un informe de GLI mediante petición escrita. Todo ello constituirá información confidencial de GLI.

Usted acuerda revisar el trabajo, analizarlo para determinar su precisión y detectar e informar cualquier defecto de inmediato a GLI. GLI ha emprendido esos trabajos sobre la base de su entendimiento de los Materiales de presentación.

Tras una resolución o aclaración exitosa de las discrepancias observadas por GLI durante la prueba, se someterá al producto y a toda la información a un control de calidad habitual y a controles de prueba de conformidad antes de adoptar una determinación de cumplimiento. Si se determina que la presentación cumple con las normativas técnicas vigentes, se emitirá un informe de resultados de evaluación. Por lo general, la emisión de informes toma entre 3 a 5 días hábiles posteriores a la finalización de la prueba o la auditoría y la revisión técnica. Si se adopta la determinación de que el producto no cumple con las normativas apropiadas, se le notificará.

Bajo ninguna circunstancia la determinación de cumplimiento efectuada por GLI sobre los productos se interpretará para insinuar una aprobación o garantía con respecto a la funcionalidad, calidad o el rendimiento del producto, incluido el hardware, el programa informático u otros componentes y ninguna persona o parte declarará o insinuará en sentido contrario.

Los informes de GLI se emiten exclusivamente para beneficio de usted. Un informe de GLI no podrá ser utilizado por cualquier razón por una persona o entidad, incluido, pero no necesariamente limitado a, el fabricante o desarrollador de los elementos, un laboratorio que no es GLI o un Regulador que no figure en el Informe ("un Tercero") sin el permiso por escrito de GLI o cualquier otro Regulador en vigencia. No podrá hacer aserciones falsas o engañosas con respecto al informe de GLI.

Se considera que todos los elementos identificados en la primera página del informe están certificados a partir de la fecha que se muestra en la primera página del informe original emitido

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por GLI. Los elementos están certificados para su uso hasta que se notifique que ya no se permite dicho uso dentro de la jurisdicción especificada. Con su aceptación del informe de certificación, el fabricante o el desarrollador de los elementos enviados a GLI, o ambos, aceptan también las disposiciones de la Guía de evaluación y certificación de GLI (para los informes emitidos desde la sede mundial de GLI) o del Plan de certificación de productos de GLI, PC-QS- 010 (para los informes emitidos por GLI Europe B. V.). También se puede obtener información adicional sobre la validez de esta certificación en GLIAccess, en el plan de certificación aplicable, que está disponible en el sitio web gaminglabs.com, o en ambos. El uso de la marca Gaming Labs Certified® implica que los usuarios permiten, autorizan y aprueban que los representantes autorizados de GLI realicen una auditoría de vigilancia del uso de la marca y que un representante autorizado de la Asociación Estadounidense de Acreditación de Laboratorios (A2LA) realice una auditoría de vigilancia, a su discreción y a sus expensas, para confirmar que el uso de la Marca no implique en modo alguno que A2LA respalde o certifique ninguna de las Marcas, servicios o procesos de la empresa, grupo u organización que solicite el uso de la marca certificada Gaming Labs.

Disposiciones adicionales:

- a. Usted reconoce que GLI se encuentra sujeto a varias normativas impuestas por las autoridades gubernamentales relacionadas con los juegos en una cantidad de jurisdicciones en todo el mundo. Esto significa que se requiere que GLI gestione sus asuntos de una manera que sea ética y de acuerdo con las normativas impuestas por las Autoridades de juego. No debe llevar a cabo ninguna acción que pudiera afectar la elegibilidad de GLI de poseer una licencia en relación con los juegos. GLI se reserva el derecho de rescindir el presente acuerdo en cualquier momento y sin ocasionar responsabilidad alguna si la continuación de este acuerdo pudiera afectar la capacidad de resultar calificado para, poseer o conservar las licencias relacionadas con los juegos, los permisos y las autorizaciones de un regulador.
- b. Usted acuerda no contratar o intentar contratar, directa o indirectamente, a ningún empleado de GLI durante el período de vigencia de este Acuerdo y durante el período de un 1 año a partir de entonces. Esta restricción no se aplicará a las actividades generales de reclutamiento que no estén específicamente orientadas a GLI o sus empleados y las respuestas de los empleados de GLI a esos anuncios generales de empleo.
- c. GLI es un contratista independiente. Ninguna de las partes se considerará agente, empleador o representante de la otra. A menos que las normativas contemplen restricciones, GLI se reserva el derecho de asignar personal de cualquier laboratorio de GLI.
- d. Ambas partes garantizan que ninguna porción del precio incluido en el presente Acuerdo ha sido abonado, directa o indirectamente, a algún empleado de alguna de las partes en relación con cualquier trabajo contemplado o realizado en relación con el presente Acuerdo.

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- e. Las disposiciones del presente Acuerdo son para beneficio exclusivo de las Partes, sus sucesores y cesionarios autorizados y no se interpretarán como un otorgamiento de derechos a un Tercero (incluidos los derechos de tercero beneficiario).
- f. El incumplimiento de GLI de ejercer alguno o todos sus derechos conforme al presente acuerdo no deberá considerarse como una renuncia a esos derechos ni tampoco se debe asumir una renuncia a partir de la aceptación de un pago o servicio.
- g. El presente Acuerdo y todos los reclamos y causas de acción (ya sea por contrato, por acto ilícito o por ley) que se basen en, deriven de o estén relacionados con este Acuerdo; los Servicios o cualquier otro informe o certificación resultantes de los Servicios; la negociación, la ejecución o el cumplimiento del presente Acuerdo (incluido cualquier reclamo o causa de acción con base en, derivada de o relacionada con alguna declaración o garantía efectuada por o en relación con el presente Acuerdo o como incentivo para celebrar este Acuerdo) se registrará por y se cumplirá de conformidad con las leyes internas de la jurisdicción donde se ubique el laboratorio de GLI que acepte su presentación, incluidas sus normas de prescripción y excluidas las normas de conflicto de leyes. Todo litigio entre las partes se tratará exclusivamente en las cortes estatales o federales ubicadas en los tribunales de esa jurisdicción y usted se somete irrevocablemente a la jurisdicción personal de esos tribunales a estos efectos.
- h. Ninguna de las partes será responsable ante la otra por un incumplimiento o demora en el cumplimiento de las obligaciones en virtud del presente cuando dicho incumplimiento o demora haya sido completa o principalmente causada por acciones o situaciones fuera de su control razonable y mitigación, que pueden incluir, entre otros casos fortuitos, disturbios de autoridades civiles o militares, incendios, inundaciones, terremotos u otros desastres naturales, guerra, motines o huelgas. Sin embargo, ambas partes adoptarán todas las medidas necesarias para solucionar o eliminar la causa de demora o incumplimiento y luego del cese de la causa se procederá a ejecutar con diligencia sus respectivas obligaciones en virtud del presente Acuerdo.
- i. El presente Acuerdo junto con la información explícitamente mencionada en o relacionada con él, cuya totalidad se incorpora al presente, constituyen el acuerdo y el entendimiento total entre GLI y usted con respecto al asunto descrito en este acuerdo y sustituyen cualquier representación, anuncio, declaración, propuesta, negociación, discusión, entendimiento o acuerdo con respecto al mismo asunto. Usted reconoce que no ha sido inducido a celebrar este Acuerdo por representaciones o declaraciones, orales o escritas, que no estuviesen expresamente contenidas en él.
- j. Si alguna parte de este acuerdo se considera no válida, ilegal o no exigible, la validez, la legalidad y el cumplimiento de las disposiciones restantes no se verá afectada o menoscabada.
- k. Usted, el fabricante o el desarrollador de los elementos presentados serán los únicos responsables de solicitar, obtener y conservar todas las licencias necesarias relacionadas



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con los juegos en cada jurisdicción donde desarrollen actividades comerciales, incluidas las jurisdicciones estatales y tribales, cuando proceda. La ley le exige a GLI que actúe con la diligencia debida con respecto a cualquier persona o entidad con la que celebre negocios. Usted acuerda comunicar a GLI si está colaborando con otra entidad al momento de efectuar su presentación.

- I. No cederá sus derechos ni sus obligaciones derivadas del presente Acuerdo sin el consentimiento expreso y por escrito de GLI.

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GLI University Terms and Conditions

The following terms apply to 1) enrollment in courses/training offered by GLI University, and 2) orders for GLI education materials. These terms, along with any applicable statements of work or proposals reflect the complete agreement between GLI and its Clients regarding the course or education materials GLI provides. Any prior oral or written communications between GLI and the Client are hereby replaced by the terms and conditions in this agreement together with any applicable proposal or statements of work.

TERMS AND CONDITIONS**1 COURSE AND EDUCATION MATERIALS**

GLI provides a list of our generally available training courses and education materials to all clients upon request, which GLI updates from time to time. Clients can use that list to choose classes to meet their current training needs. GLI reserves the right to add or withdraw courses and education materials at any time, for any reason, and without notice.

2 SCHEDULING CLASSES

- 2.1 Off-site and on-site classes and training will be scheduled by mutual agreement between the parties, written, signed and set forth in a statement of work. GLI may cancel any scheduled class or training with notice. If a class or training is cancelled for which the Client has prepaid, GLI will issue a refund for payment of services not yet rendered by GLI.
- 2.2 Client agrees to provide GLI a list of attendees in advance of the start date upon request. If Client wishes to modify the list of attendees, Client agrees to notify GLI in advance of the start date.

3 INSTRUCTORS

- 3.1 GLI assigns appropriate resources to each project. GLI will assign staff to complete the class or training in a timely and efficient manner and provide Clients with expeditious, uniform and professional services.
- 3.2 Though GLI will use reasonable efforts to ensure that the same instructor will continue throughout the class or training, it reserves the right to replace that individual at anytime.

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3.3 GLI shall, where an instructor is present on a Client's premises, use all reasonable efforts to ensure that the instructor complies with such reasonable site rules and procedures upon notice of such rules and procedures from the Client.

4 ACCOMMODATIONS FOR STUDENTS WITH DISABILITIES

GLI locations are accessible for students with disabilities. If reasonable accommodations are required for an individual with a disability, Client shall advise GLI of the accommodations in advance. For offsite training on the premises of a Client, the Client shall provide access and reasonable accommodations for those individuals with disabilities.

5 INTELLECTUAL PROPERTY

- 5.1 Intellectual Property means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, educational materials, designs, computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, rights in formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions, and applications for and rights to apply for any of the foregoing, in each case in the United States and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;
- 5.2 Ownership of all Intellectual Property rights in any network, system, equipment or educational materials of GLI shall remain at all times with GLI
- 5.3 Nothing in the Contract will operate to transfer to the Client or grant to the Client any license or other right to use any of GLI's Intellectual Property Rights.
- 5.4 Copyright in the all educational materials shall remain with GLI. Client shall be permitted to use such copyrighted educational materials for its own internal purposes of training and educating staff members. Client agrees to obtain GLI's express consent before using the education materials for any other reason.
- 5.5 Any Intellectual Property Rights, including copyrights, which come into existence as a result of the performance of the Services will be the property of GLI.



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5.6 Notwithstanding any other provision in this Section 5, any regulator may reprint, reproduce and transmit any document or provided by GLI to any party that the regulator, in their sole discretion, deems appropriate.

6 FEES AND PAYMENT

- 6.1 The fees payable for the any class or training under this Contract shall be invoiced on the basis of enrolment in each course/training program. All invoices will be issued upon the commencement of the class or training. Each invoice shall be payable within 30 days on which the invoice is issued. If another entity, other than the Client, is making payment, Client must notify GLI so it can perform regulatory required due diligence.
- 6.2 Fees that are invoiced for private or on-site classes/training will be established based on each Client's requirements. Additional charges may apply, such as instructor travel and living expenses, facilities, and remote lab support. Client agrees to pay amounts due, including any additional charges, applicable taxes and late fees, as GLI specifies in the invoice.
- 6.3 Unless otherwise stated in the statement of work, the fees do not include: 1) attendance by any GLI representative or instructor to any meetings, conferences, or classes other than those specified in the statement of work; 2) the storage by GLI of any property or data post completion of the class or training; and 3) the cost of transporting any equipment to or from GLI's premises. If GLI agrees to carry out any of these activities, it shall be entitled to charge reasonable additional fees.
- 6.4 In the event a course or training is cancelled or rescheduled, Client agrees to pay all reasonable expenses incurred by GLI in preparation of carrying out the class or training, including without limitation, the cost of producing educational materials, airfare or other transportation and lodging expenses.
- 6.5 All payments due under this Contract shall be made without any deduction by way of set off, counterclaim, discount or abatement unless the Client is otherwise expressly permitted to do so by law or Order of Court.

7 CANCELLATION AND RESCHEDULING

- 7.1 For private or onsite classes or training, the Client must cancel or reschedule at least fourteen calendar days of the start date by providing written notice, except for in situations involving inclement weather or emergencies.
- 7.2 In the event the Client cancels or reschedules a class or training, Client agrees to pay all reasonable expenses, including but not limited to travel expenses, incurred by GLI in accordance with Section 6.4.

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7.3 In no case will a refund be given for cancellations after the start date of any training or class.

8 LIMITATIONS ON LIABILITY:

- 8.1 To the extent permitted by law, GLI, its employees, agents and sub contractors exclude all liability for any loss or damage arising from reliance on any information supplied to the Client. If any law prohibits the exclusion of such liability, GLI limits its liability, to the extent permitted by law, to the re-performance of the Services. Compliance with any such regulations related to the aforementioned training or educational materials is the sole responsibility of the Client receiving such training or education; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such training to the extent it covers non-gaming matters. A copy of a course or training syllabus is available to the Client upon written request.
- 8.2 Under no circumstances will GLI, its employees, agents or subcontractors, jointly or severally, be liable for any of the following:
- 8.2.1 Third party claims against the Client for losses or damages;
 - 8.2.2 Loss of, or damage to, records or data; or
 - 8.2.3 Special, incidental or indirect damages or for any economic consequential damages (including lost profits or saving), even if GLI is informed of the possibility of such.
- 8.3 Where a class or training is to take place on the Client's premises, the premises shall remain safe at all times. The Client will indemnify, keep indemnified and hold harmless GLI in full and on demand from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including without limitation costs of enforcement) and expenses which GLI incurs or suffers directly or indirectly in any way whatsoever arising out of or in connection with any claim or action against GLI for death and/or personal injury arising out of the Client's failure to provide safe premises;
- 8.4 Neither party shall be held liable or responsible for delays resulting from the negligence or failure of third parties including suppliers, subcontractors, and or carriers who fail to meet their performance obligations through no fault of the parties, provided however that the party experiencing the difficulty promptly notifies the other party. In that event dates by which performance obligations were scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

9 WARRANTY

THERE ARE NO EXPRESS WARRANTIES EXCEPT THOSE CONTAINED HEREIN. THERE ARE NO IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

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MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GLI OFFERS PECB OFFICIAL TRAINING, INCLUDING IMPLEMENTATION, AUDITOR, AND INTRODUCTION COURSES WHICH ARE ACCREDITED BY ANSI UNDER ISO/IEC 17024. HOWEVER, NO CLASSES OR TRAINING OFFERED BY GLI ARE ACCREDITED BY ANY REGULATORY OR EDUCATIONAL INSTITUTION. GLI MAKES NO WARRANTY AS TO RESULTS TO BE ATTAINED BY ATTENDING OUR CLASSES OR USING OUR EDUCATION MATERIALS.

10 NON-ASSIGNMENT & EXCLUSION OF THIRD PARTY RIGHTS:

Client agrees not to assign, or otherwise transfer any of its rights under this Contract without prior written consent from GLI. A person or beneficiary who is not a party to the Contract shall not have any rights under the Contract to enforce any term of the Contract. Client agrees that no third party may attend unless authorized in writing by GLI.

11 FORCE MAJEURE:

GLI will not be in breach of the Contract or otherwise liable to the Client for any failure to perform or delay in performing its obligations under the Contract and it reserves the right to defer the date of provision of the Services if it is prevented from or delayed in performing its obligations under the Contract due to circumstances beyond its reasonable control including, without limitation, any act of God; governmental actions; war or national emergency; acts of threat of terrorism; protests; riot; civil commotion; fire; explosion; flood; epidemic; lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers; inability or delay in obtaining supplies of adequate or suitable materials; inability to access premises; breakdown or failure of technology or machinery; changes in law which result in the provision of Services as set out in the Contract being or becoming illegal; theft or malicious damage to GLI's property (whether physical or intangible); and/or failure of a utility service or transport or telecommunications network provided that, if the event in question continues for a continuous period in excess of thirty (30) days, either party shall be entitled to terminate the Contract immediately by giving notice in writing to the _____ other _____ party.

12 MODIFICATION AND AMENDMENTS

GLI's services are limited to the scope of work and as specified in the Statement of Work. Any change in the scope of course or training must be authorized by both Parties in writing and memorialized in a Project Change Notice (PCN).



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13 SEVERABILITY

If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

14 CHOICE OF LAW

The Contract shall be governed by the laws of the state of New Jersey. Any dispute, controversy or claim arising out of, or in connection with this Agreement shall be subject to resolution only in New Jersey and in accordance with the laws of that State then in force.

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Terms and Conditions for Austria

This Report is issued solely for the benefit of the Client for use only for and limited to the specific jurisdiction or standards referenced in the Report. This Report may not be relied upon for any reason by any person or entity other than the Client including, but not necessarily limited to, the manufacturer or developer of the items, a non-GLI Laboratory, or a Regulator not named in the Report ("a Third Party").

Any Report produced by GLI is proprietary to GLI and the Client, because it contains confidential information of commercial value, the exposure of which to third parties could adversely affect both GLI and the Client. Accordingly, such confidential information is supplied in confidence, on the strict condition that no part of it will be reprinted or reproduced or transmitted to any parties external to the original contract without the prior written approval of the Parties. In particular, it will not be exposed to any person or organization which may be in competition with any of the Parties without the prior written approval of that Party. The testing performed by GLI is proprietary to GLI and/or various regulators. No third party may use, rely or refer to a GLI evaluation report, test report, certification document or test results without written permission of GLI and the respective regulator. Notwithstanding the above, the Parties may disclose confidential information if required to do so by regulatory agencies, pursuant to the laws and regulations of an applicable jurisdiction or by an order of a properly designated Court of Law in a relevant jurisdiction. However, in either case the Parties agree to immediately notify the other party of such a request.

Notwithstanding the above, any regulator may reprint, reproduce and transmit any document or information to any party that the regulator, in their sole discretion, deems appropriate.

This Report shall not be reproduced, except in full, without the approval of GLI and the Recipient(s).

Any certification established by this Report applies exclusively to tests conducted on the specific items submitted, by the manufacturer or any other party, which are described on page one of this Report. It is the responsibility of the manufacturer and/or developer of the items submitted to apply for, obtain and maintain all necessary gaming licensure in each jurisdiction in which they do business, including state and tribal jurisdictions, where applicable. Any electrostatic test methods used by GLI are intended only to simulate techniques observed in the field being used to attempt to disrupt the integrity of Electronic Gaming Devices. During the course of the testing, GLI checks for marks, symbols or documents indicating that a device has undergone product safety or RoHS compliance testing, if required. GLI also performs a

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cursory review of information accompanying the items submitted, where possible and when provided, for evidence that the items have undergone compliance testing for Electromagnetic Interference (EMI), Radio Frequency Interference (RFI), Magnetic Interference, Liquid Spills, Power Fluctuations, Electrostatic Immunity, Electromagnetic Compatibility and Environmental conditions. Compliance with any such regulations related to the aforementioned testing is the sole responsibility of the manufacturer and/or developer of the items submitted; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such non-gaming testing. Details of the testing methods used, excluded testing, and actual data showing the testing results are available to the Recipient(s) upon written request.

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Electrostática realizadas por GLI son realizadas con la intención de simular técnicas observadas en la sala de juego, siendo éstas utilizadas para tratar de desestabilizar la integridad de las máquinas de juego. Durante la realización de las pruebas, GLI verifica las marcas, símbolos o documentos que indiquen que una máquina de juego ha sido sometida a pruebas de seguridad de producto o pruebas de cumplimiento de RoHS (Directiva de Restricción de Sustancias Peligrosas), si así se requiere. GLI también realiza una revisión de la información que acompaña a los productos sometidos para las pruebas, siempre que sea posible y cuando sea proporcionada, o requerido por la jurisdicción, como evidencia de que los productos han sido sometidos a las pruebas de cumplimiento para Interferencia Electromagnética (EMI), Interferencia de Frecuencia Radial (RFI), Interferencia Magnética, Derrames de Líquido, Fluctuaciones de Energía Eléctrica, Inmunidad Electrostática, Compatibilidad Electromagnética y condiciones Ambientales. El cumplimiento con cualquier regulación relacionada a las pruebas mencionadas anteriormente es responsabilidad única del fabricante y/o diseñador de los productos sometidos para las pruebas; GLI no se hace responsable, ni hace ninguna representación y se exime de cualquier obligación con respecto a todas las pruebas no relacionadas con el juego. Los métodos de prueba utilizados, pruebas excluidas y la información actual que muestra los resultados de las pruebas están disponibles al Receptor, previa solicitud por escrito.

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Liquid Spills, Power Fluctuations, Electrostatic Immunity, Electro Magnetic Compatibility and Environmental conditions. Compliance with any such regulations related to the aforementioned testing is the sole responsibility of the manufacturer and/or developer of the items submitted; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such non-gaming testing. The test methods used, excluded tests, and actual data showing the test results are available to the Recipient upon written request.

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GLI has only provided regulatory compliance testing to the specifications as indicated on page one. GLI does not warrant the product as this must be provided by the supplier.

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LIABILITY IN EXCESS OF, THE FOREGOING.

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**GLI TERMS AND CONDITIONS****Terms and Conditions for Italy (Italian)****Termini e Condizioni di Utilizzo**

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With respect to analysis of new tables games, new paytables for electronic devices and other undertakings where GLI provides a mathematical review, the Recipient agrees to and acknowledges that due to complex mathematical processes, approximations and rounding errors that necessarily occur during any mathematical review, the results herein shall be understood by the recipient to be approximations and may fall within a range approximating the true mathematical results. Recipient hereby agrees that he is responsible to review such work, analyze it for accuracy and report deficiencies immediately to GLI. GLI has undertaken such work based on our understanding of the game submitted as documented in our report. Should our understanding of the game be incorrect as written in our report, Recipient is required to notify GLI immediately.

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Interference (EMI), Radio Frequency Interference (RFI), Magnetic Interference, Liquid Spills, Power Fluctuations, Electrostatic Immunity, Electro Magnetic Compatibility and Environmental conditions. Compliance with any such regulations related to the aforementioned testing is the sole responsibility of the manufacturer and/or developer of the items submitted; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such non-gaming testing. The test methods used, excluded tests, and actual data showing the test results are available to the Recipient upon written request.

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**GLI TERMS AND CONDITIONS**

Terms and Conditions for Tennessee RNG Testing

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symbols indicating that a device has undergone product safety compliance testing. GLI also performs, where practicable, a cursory review of submissions and information contained therein related to Electromagnetic Interference (EMI), Radio Frequency Interference (RFI), Magnetic Interference, Liquid Spills, Power Fluctuations and Environmental Conditions. Electrostatic Discharge Testing is intended only to simulate techniques observed in the field being used to attempt to disrupt the integrity of Electronic Gaming Devices. Compliance with any such regulations related to the aforementioned design is the sole responsibility of the device manufacturer; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such non-gaming testing. The actual data showing the tests performed by GLI, and the excluded tests, are available to the Client upon written request.

All items identified in the "Certification of:" section on the first page of the report are considered certified as of the date shown in the "Date of Report:" section on the first page of the original GLI issued Report. All of the items are certified for use until such time notification is sent indicating that an item is no longer permitted to be used within the jurisdiction specified. Additional information regarding the validity of this certification can also be obtained via GLIAccess and/or the Evaluation and Certification Guide, which is available on the gaminglabs.com website. Use of the Certified Mark represents the users agreement to permit, allow and accommodate authorized representatives of GLI to perform a surveillance audit of the use of the Mark and to permit an authorized representative of the American Association of Laboratory Accreditation (A2LA) to perform a surveillance audit, at their discretion and at their expense, to confirm that the use of the Mark in no way implies that A2LA endorses or certifies any of the Marks, services or processes of the company, group or organization requesting the use of the GLI Certified Mark. With respect to analysis of new tables games, new paytables for electronic devices and other undertakings where GLI provides a mathematical review, the Client agrees to and acknowledges that due to complex mathematical processes, approximations and rounding errors that necessarily occur during any mathematical review, the results herein shall be understood by the recipient to be approximations and may fall within a range approximating the true mathematical results.

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