Commercial Terms & Conditions

Traco Systems a.s. - applicable to quotations, orders and subscription services

1. Scope and application

These Commercial Terms & Conditions (“Terms”) apply to all quotations, orders and subscription services supplied by Traco Systems a.s. (“Traco”), whether supplied directly or through an authorised reseller or distributor (a “Reseller”, e.g. Avid). They apply together with the Traco End-User License Agreement (EULA) and the Traco Support Plan / SLA. In case of conflict, a written agreement signed by both parties prevails, then these Terms.

2. Quotations and validity

Unless stated otherwise in the quotation, each quotation is valid for 30 days from its date of issue. Quotations are indicative until confirmed by a purchase order accepted by Traco. Prices and quantities are as stated in the accepted quotation.

3. Prices, currency and taxes

Prices are net and exclusive of VAT and any other taxes, duties or levies, which are payable by the customer. Prices are quoted in EUR, as Traco invoices in EUR. If a price in USD is requested, it is converted at the exchange rate valid at the time of the order. Unless expressly stated, prices exclude hardware, third-party software or licences (e.g. Avid, Vizrt), travel and accommodation.

4. Price adjustment (annual uplift)

For subscription renewals, an annual uplift applies to the subscription price: 5% per year for a single-year contract, or 3% per year for a multi-year contract with a minimum term of three (3) years. The applicable uplift is stated in the relevant quotation.

5. Payment terms

Annual subscriptions are payable in full in advance. Invoices are due within 30 days of the invoice date. An early-payment discount of 1.5% applies if payment is received within 5 days of the invoice date. Overdue amounts may bear statutory default interest. Traco may suspend services for amounts overdue by more than 30 days after written notice.

6. Subscription licensing and activation

Upon order, Traco issues a temporary licence valid for 60 days. Upon receipt of full payment for the agreed period, the licence is automatically extended for the full contracted term. Licences are subject to the Traco EULA and to the licence metric stated in the quotation (e.g. per concurrent user, per instance, per platform). Subscription licences are valid only for the paid subscription term and expire at its end.

7. Support

Support is provided under the Traco Support Plan / Service Level Agreement (separate document), subject to a valid and paid support subscription. Response targets are provided on a reasonable-commercial-efforts basis and are not guaranteed resolution times.

8. Delivery

Software and licences are delivered electronically. Where hardware is supplied, delivery is per the INCOTERMS agreed in writing, and shipping is charged at actual cost. Risk in hardware passes on delivery.

9. Term, renewal and cancellation

Subscription terms are as stated in the quotation. A committed subscription term is non-cancellable for that term, and annual payments made are non-refundable, save as required by mandatory law. Renewals are offered under a new quotation.

10. Intellectual property

All intellectual property rights in Traco software and documentation remain the exclusive property of Traco. No rights are granted except the licence expressly set out in the Traco EULA. Licences are non-transferable except with Traco’s prior written consent; Traco may consent to a transfer of licences between the customer’s own sites or affiliates.

11. Confidentiality

Each party shall keep confidential the other party’s non-public information disclosed in connection with these Terms and use it only for the purpose of the engagement. This obligation survives for 5 years after termination.

12. Warranty and limitation of liability

Traco software is provided on an “as is” basis. To the maximum extent permitted by law, Traco disclaims all implied warranties, including merchantability and fitness for a particular purpose. Traco is not liable for any indirect, incidental or consequential loss, or for loss of profit, revenue, data or business. Traco’s total aggregate liability arising out of or in connection with the services shall not exceed the fees paid by the customer for the affected service in the 12 months preceding the event giving rise to the claim. Nothing limits liability that cannot be limited by law.

13. Force majeure

Neither party is liable for any delay or failure to perform caused by events beyond its reasonable control (including power or network failure, acts of third-party platform or service providers, strikes, or governmental action). The affected party shall notify the other and use reasonable efforts to resume performance.

14. Governing law and jurisdiction

These Terms and any dispute arising out of or in connection with them are governed by the laws of the Slovak Republic, and the parties submit to the jurisdiction of the competent courts of the Slovak Republic, unless otherwise agreed in writing.

Traco Systems a.s., Bojnická 15, 831 04 Bratislava, Slovakia | VAT Reg. No.: SK202033898 | www.traco.sk

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