

*[translation from Hungarian]*

## **NOKIA SOLUTIONS AND NETWORKS TRAFFICOM KFT.**

### **GENERAL TERMS OF CONTRACT**

**Version:**

**N° 12**

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## DEFINITIONS

"GTC":	means the present general terms of contract business terms.
"Subscriber":	means the business subscriber named in the Individual Contract.
"Individual Contract":	means the particular individual contract made between the Subscriber and the Service Provider aimed at rendering the Service(s). "Indirect Service": a service purchased by the Service Provider in its own name which is resold (re invoiced) unchanged, in part or in whole, pursuant to the Contract concluded with the Subscriber by the means provided for therein.
"Contract":	means the GTC and the Individual Contract together
"Service":	means the service(s) rendered by the Service Provider to the Subscriber as defined in the Service Description attached to the GTC and in the Individual Contract.
"Service Fee":	means the fees payable by the Subscriber to the Service Provider as consideration for rendering the Services.
"Service Description":	means the document as attached to the GTC which describes the basic specifications of the particular Services.
"Service Provider":	means Nokia Solutions and Networks TraffiCOM Kft.

## 1. General data, connections

### 1.1 Registered seat, name, and postal address of the Service Provider

Company name of the Service Provider: Nokia Solutions and Networks TraffiCOM Kft.

Registered seat of the Service Provider: 1083 Budapest, Bókay János u. 36-42.

Postal address of the Service Provider: 1083 Budapest, Bókay János u. 36-42.

Company registration number of the Service Provider: 01-09-567072

### 1.2 Availability of the Service Provider's customer service:

Domestic access:

Telephone: 1282

E-mail: [ugyfelszolgalat@trafficom.hu](mailto:ugyfelszolgalat@trafficom.hu)

Telefax: (06-1) 455-7185

Postal address: 1083 Budapest, Bókay János u. 36-42.

International access:

Telephone: (+36-1) 455-7198

E-mail: [helpdesk@trafficom.hu](mailto:helpdesk@trafficom.hu)

Fax: (+ 36-1) 455-7185

Postal address: Bókay János u. 36-42. H-1083 Budapest, Hungary

Service hours of the customer service: 24 hours a day all year round

### 1.3 Connection to the help desk of the Service Provider:

identical with that of the Customer Service (point 1.2)

### 1.4 Internet home page address of the Service Provider:

<http://www.trafficom.hu>

### 1.5 Availability of the General Terms of Contract

At the Customer Service and at the <http://www.trafficom.hu> internet address.

## **2. The general terms of contract**

### **2.1 The aim, objective and personal scope of the General Terms of Contract:**

At the preparation of these General Terms of Contract (hereinafter referred to as the "GTC") the following were, among others, considered: (i) the 22/2020 (XII.21) NMHH Ministerial Decree on the detailed regulations concerning subscription contracts in electronic telecommunication; (ii) the Act No. C of 2003 on electronic telecommunication.

### **2.2 Information concerning the GTC**

The GTC is easily available at the customer service identified in article 1.2, on the front page of the homepage [www.trafficom.hu](http://www.trafficom.hu) of the Service Provider it can be reviewed for free facilitated with a word finder function; a copy thereof may be obtained upon request and it may be downloaded from the homepage as well as reviewed, stored or printed. If so requested by a Customer, the Service Provider shall send the GTC on a disc or in an electronic message for free or even in printed form if a Subscriber so requests.

## **3. The service(s) subject to the contract**

- 3.1 By utilizing the electronic telecommunication network it owns or uses, the Service Provider renders the service(s) for the Subscriber as identified and listed in detail herein and in the exhibit of the individual Subscriber contract (hereinafter referred to as the "Individual Contract") with the particular terms and conditions stipulated in the Contract (hereinafter referred to as the "Service").
- 3.2 The Service Provider undertakes to provide the availability of the Service fit for its purpose, its maintenance and troubleshooting continuously throughout the entire term of the Individual Contract. The Subscriber may use the Service solely for its own purposes or for providing electronic telecommunication services to its own customers.
- 3.3 The government licenses which relate to utilizing the Services and required for rendering electronic telecommunication services to third parties shall be obtained by the Subscriber.
- 3.4 The commissioning, technical handover of the connection which serves as a pre-requisite of rendering the Services and documentation thereof shall be achieved not later than the deadline set therefore in the Individual Contract in conformity with all the standards and technical specifications in effect. The completed documentation shall serve as an attachment to the Individual Contract which are attached to the Contract when completed.
- 3.5 The Subscriber shall preserve the infrastructure allowed to its use in connection with the Service in all respects and ensure the full protection of such assets at the Subscriber's own costs. Failing to do so, the Subscriber shall bear all damage arisen from such failure.
- 3.6 To the extent the Service Provider also renders Indirect Services as parts of the Services provided hereunder, then the availability, access to, and the technical specifications thereof are stipulated in the general terms of business pertaining to indirect services except where the Individual Contract made with the Subscriber provides otherwise.

3.7 The specific parameters of the Services are set out in the Individual Contract.

3.8 Sublease, wholesale resale

The Subscriber will only be entitled to transfer the use of the Service to a third party with the prior written consent of the Service Provider. Subscriber is only entitled to provide wholesale electronic communications services on the Service or resell the Service to a partner service provider with the prior written consent of the Service Provider. The Service Provider may link as a precondition such written consent to modification of the Service Fees.

#### **4. The measuring method of the availability of the Service**

4.1 The volume of the availability of the Service is determined as the difference between the annual (entire) working time and the total time required for repairing the reported and repaired errors (i.e. as from opening the error ticket and the time of closing thereof) divided by the total annual working time and multiplied by one hundred.

$$\text{Yearly service availability} = \frac{\text{Annual working time} - \sum_{x=1}^n \text{Fault time}}{\text{Annual working time}} \times 100 [\%]$$

4.2 When calculating availability the parties disregard the following occurrences:

- (a) if the reported error is not caused by a factor falling within the scope of the Service Provider's interests;
- (b) if the reported error is caused by force majeure;
- (c) the time of suspension, if occurred upon the Subscriber's request;
- (d) the time of restriction caused by the Subscriber's default;
- (e) the time of planned stoppage.

#### **5. Breakdowns**

5.1 Upon request of the Subscriber, Service Provider suspend the provision of the Services if and to the extent such suspension is possible taking into consideration the specialities of the relevant Service. Such suspension may be requested only once during the term of the Individual Contract, and it may last at least 1 (one) month and can not exceed 6 (six) months.

5.2 In the event the suspended Service has a definite term, it shall exceed by the time, which is equal to the half of the period of the suspension.

5.3 Service Provider is entitled to invoice a fee during the period of the suspension to Subscriber, which amounts to 50% of the Service Fee.

5.4 In the event the suspension and/or the reconnection the Service can be ensured only by on-site activities of the Service Provider due to the specialities of the Service, Service Provider shall be entitled to invoice a one-time fee for such service(s).

- 5.5 Subscriber may request the suspension in writing indicating the commencement date thereof. Should Subscriber not indicate such commencement date, Service Provider will inform Subscriber about such date within thirty days after receipt of request for suspension.
- 5.6 Should Subscriber indicate the requested commencement date of the suspension, Subscriber shall have to apply for suspension at least thirty days before the requested commencement date.
- 5.7 In order to carry out activities regarding the Services that are foreplanned the Service Provider is entitled to break the availability of the Service (stoppage). The Service Provider informs the Subscriber about the planned stoppage in writing at least 10 days in advance. The duration of a stoppage cannot exceed 5 hours. The Service Provider plans to use the maintenance window between 00.00 and 05.00 hours on Tuesdays or Thursdays. The duration of a fore-planned stoppage shall not be taken into account when the annual availability index is calculated.
- 5.8 By referring to an extraordinary event the Subscriber may request postponement of a fore-planned work at least 3 days prior to the planned commencement date thereof. An event qualifies as extraordinary when the Subscriber is not able (it may even be impossible) to make precautions aimed at preventing losses from being incurred by the Subscriber due to the absence of the Service. Grounds for postponement of the fore-planned work may be a reasonable request of the Subscriber or the absence or an absence of the pre-requisites of the work (e.g. the weather, a disaster, or national security). In all such cases the Service Provider postpones the work only once respectively.
- 5.9 In case of extreme necessity - due mainly to external factors - the notice of a fore-planned stoppage may be shorter than 10 days. In such a case the technical experts of the Service Provider discuss the preparations for the stoppage with the Subscriber's technical personnel directly.

## **6. Restrictions**

- 6.1 Service Provider is entitled to restrict the availability of the Services –in particular the traffic from/to the access point of the Subscriber- and to decrease the quality or other parameters of the Service upon information of the Subscriber in the following events:
- (a) Subscriber hinders or endangers the proper operation of the network of the Service Provider,
  - (b) Subscriber failed to perform payment within at least fifteen (15) days after receipt of payment reminder sent within 8 days after due date of the respective invoice.
- 6.2 Service Provider provides information regarding the date of the restriction at least 3 days prior thereto.
- 6.3 Service Provider shall terminate the restriction and provide the Services again if and to the extent the reason thereof ceases to exist. In the event the restriction and/or the release of the Service can be ensured only by on-site activities of the Service Provider due to the specialities of the Service, Service Provider shall be entitled to invoice a one-time fee for such service(s).

## **7. Customer relations, troubleshooting, handling of complaints**

- 7.1 The Subscriber may report errors or events in the Service at the contact points described in article 1.2 herein.

Reports shall be confirmed by telefax, e-mail or other recorded means in writing not later than the next working day. The Customer Service is available 365/366 days a year and 24 hours a day.

7.2 A report must indicate the following:

- (a) the name, telephone and telefax numbers or e-mail address of the reporting entity and those of its representative,
- (b) the identity number of the Service,
- (c) a description of the error perceived in a manner and detail sufficient for recognition,
- (d) the means of access to the location and the particulars of how the contact person can be reached.

7.3 The Service Provider acknowledges the error report to the Subscriber by indicating the number of the error ticket. The Service Provider starts detection of the error immediately after receipt of the report. The Service Provider records the error reports, the findings of the procedure aimed at recognition of the errors and the measure taken as troubleshooting retrieveably and, by paying due care to the regulations on data protection, keeps them for at least one year. If and to the extent Customer/third party fails to provide access to Service Provider to the location of the defect, then Service Provider shall be released from, and shall not be liable for not meeting the availability criteria and other consequences from such non-compliance.

7.4 To the extent the Service Provider succeeded in detecting and/or remedying the error, it notifies the Subscriber in writing, if possible, at the addresses given in the course of error reporting. Reports shall be regarded as completed, if the Service Provider eliminated the defect incurred due to its scope of interest or the Service Provider came to the conclusion that the defect did not incur in its scope of interest and provided such information to the Customer. In case the Subscriber cannot be reached with such information, the error can be regarded as repaired as at the time of the notice on the successful troubleshooting.

7.5 Processing Subscriber reports and complaints: the customer service examines the Subscriber's comments and complaints regarding the Service communicated in writing (by letter or e-mail) or by telephone and notifies the Subscriber within thirty (30) days of the submission of such comment or complaint by the same means as those were submitted: generally in writing or by e-mail. The Service Provider accepts a comment submitted on the telephone if the client identification number is given and in this case, depending on the nature of the comment or complaint concerned, responds thereto in writing where reasonable.

7.6 Reported errors described in articles 7.1 and 7.2 may be repaired by the competent technicians of the Service Provider and/or their subcontractor. The Service Provider secures, within the scope of its tasks, the continuous availability of the Service for the Subscriber fit for the purpose. The Service Provider undertakes that in case of a service breakdown or a material error preventing normal use, in 95% of the reported cases annually, it starts the restoration of normal service and repairing the error



not later than within four hours of learning thereof and within eight hours of the report repairs the error at least temporarily.

- 7.7 When it is suspected that the infrastructure has been damaged by vandalism the Parties notify each other immediately. The Parties make a record of such damage.
- 7.8 The Service Provider may carry out examinations on the Service utilized by the Subscriber only upon an error reported by the Subscriber or with the Subscriber's prior consent, if such examination affects the Service.

## **8. Fees, invoicing, damages, penalty**

- 8.1 The Subscriber shall pay a One-off Fee and a Service Fee for the Service. Where the particular Individual Contract does not provide for a One-off Fee, it means that the Parties waived the payment of such fee by the Subscriber regarding the Service concerned. The One-off Fee is payable within thirty (30) days of the issuance of the relevant invoice unless the Individual Contract provides otherwise. The Service Provider is entitled to make out the invoice of the One-off Fee subsequent to the technical hand-over/take-over of the required infrastructure.
- 8.2 A pre-requisite of the commencement of the Service is the successful technical hand-over/take-over of the connection as stipulated in the Individual Contract which the Parties record in the form of a protocol. The anticipated date of the technical hand-over/take-over of the connection is set forth in the Individual Contract.
- 8.3 If, for any reason, the Subscriber fails to sign the protocol reflecting technical hand-over/take-over of the Service fit for the purpose within three (3) working days of the receipt thereof (including without limitation if the Subscriber fails to react thereto within the deadline or it raises a complaint regarding a minor discrepancy which does not affect normal use) and start to use the Service as fit for the purpose or commercially, then the protocol reflecting technical hand-over/take-over shall be deemed as signed and accepted by the Subscriber on the 5th (fifth) working day subsequent to the dispatch of the Service Provider's report on the technical hand-over/take-over of the Service.
- 8.4 Unless the Individual Contract provides otherwise the Service Provider shall invoice the Subscriber for the Service Fee of the month concerned on or before the twentieth date of the month in question and the Subscriber shall pay the invoice by bank transfer within thirty (30) days of its issuance. The Subscriber may raise an objection against an invoice within the payment deadline indicated on the face thereof.
- 8.5 The Service Fee as consideration includes the fee for utilizing the Service as provided for by the Contract, the stand-by fee of the Service Provider for troubleshooting services, as well as consideration for the maintenance, troubleshooting, measuring, recording and other administrative tasks arisen in connection with the contractual relationship established between the Parties.
- 8.6 If the Service is engaged for a definite period and the Subscriber unilaterally and illegitimately terminates it or attempts to terminate the Contract by reference of breach of Contract without sufficient grounds or the Subscriber terminates the contract before the expiration of its definite term due to an other cause falling within the ambit of the Subscriber's scope of interests, or the Service Provider justifiably terminates the contract in part or in its entirety on the grounds of section 10.5

and 10.6 hereof by extraordinary notice, the Service Fees falling due during the part of the term still outstanding under the Individual Contract fall due and payable to the Service Provider in a lump sum immediately.

- 8.7 In case of delayed payment of the Service Fee the Service Provider is entitled to claim default interest from the Subscriber for each day of the delay based on the regulations of the relevant laws., .
- 8.8 The Parties agree that, unless they agreed in the Individual Contract otherwise, the Service Provider is entitled to modify the Service Fee annually commensurate with the rate of the domestic price index of industrial sales as in the year preceding the turning date. The adjustment does not require any additional agreement of the parties.
- 8.9 The Parties agree that set-offs of their potential pecuniary claims against each other shall be allowed only on a case by case basis when the parties expressly so agree in writing and in advance.
- 8.10 To the extent the Service Provider fails to provide the connection serving as a pre-requisite of rendering the Service until the deadline and meeting the technical specifications as set forth in the Individual Contract due to a cause for which the Service Provider is culpable, then the Service Provider shall pay a penalty to the Subscriber for each case of such delay. The rate of the penalty shall be equal to 2% of the net monthly Service Fee per calendar day. The cap of the penalty in a calendar year projected for the entire contract term shall be equal to the net monthly service fee as set forth in the Individual Contract concerned. The Service Provider shall be relieved from the duty to pay penalty if it can prove that the cause of the delay was culpable to the Subscriber or such that is not culpable to the Service Provider or the alteration of the deadline to a later date was initiated by the Subscriber.
- 8.11 The Service Provider represents and warrants that the faultless operation time of Service will not fall short of the faultless operation time calculated according to the formula demonstrating the availability time as set forth in the Individual Contract. In case the availability of the Service falls short of the time period set forth in the Individual Contract, the Service Provider may grant a pro rata refund of the amount of the Service Fee of the affected Service. The rate of the refund equals to three times the pro rata net Service Fee commensurate with the service time when the actual loss of service time exceeded the amount of tolerable loss which, however, cannot exceed the 15% of the net Service Fee monthly or annually 10% of the amounts of the net monthly Service Fees projected for a year.
- 8.12 The amount of the aggregated refund payments and penalties payable by the Service Provider as projected for a calendar year shall not exceed 15% of the net Service Fees of the calendar year concerned.
- 8.13 The Service Provider is liable only in case all the following preconditions are met: (i) the breach of contract or tort incurred within the control of the Service Provider, (ii) the incurring of the damage was predictable based on objective reasons, (iii) it could be expected from Service Provider to avoid the incurring of the damage or the tort or to prevent the consequences thereof. In case any of the following events (i)-(iii) does not meet, Service Provider shall not be liable for the respective breach of contract and/or tort.

- 8.14 The Service Provider shall not be obliged to pay part of the damages arisen due to the Subscriber's failure to prevent the loss from happening or to diminish the damage as would have been expected under the given circumstances.

## **9. Right of supervision**

- 9.1 The Subscriber acknowledges that the Service Provider is entitled to inspect whether the utilization of the Service is proper and corresponds to the Contract at any time upon prior notice sent to the Subscriber.

## **10. Entry into force of the Contract, its duration, termination and the consequences of default**

- 10.1 The Contract enters into force on the date of its execution by the Parties and lasts until the date set forth in the Individual Contract. Where the parties concluded a Contract for a definite term, they are not entitled to terminate it by notice either in part or in its entirety during such definite term. In case the provision of the Services frustrates on whatever reason before the end of the term, including but not limited to, if the availability of the rental necessary for the provision of the Services ceases to exist, then the Service Provider shall be entitled to terminate the Individual Contract with 3 months notice without suffering any negative consequences due to such termination. It is also considered as a partial termination of the Agreement if the Agreement consists of several Services and the termination only applies to certain Service(s). Partial termination of a Contract occurs in the event when more than one Service is the subject of a Contract and the notice of termination regards one or more Services only and not all of them.
- 10.2 In case the Service is agreed to be retained for an indefinite term, either party may terminate such Service in writing by 3 (three) months' ordinary notice.
- 10.3 If the Contract, the Parties concluded for a definite term and before the expiry of the definite term the Subscriber does not make any contradictory declaration in writing within 15 (fifteen) days, or after the expiry of the definite term, the Subscriber will continue to use the Service and the Service provider does not protest against it after the expiration of 15 (fifteen) days, the legal relationship is transformed into an indefinite term. In this way the Contract has unlimited term one (1) month's notice in writing shall be entitled to terminate.
- 10.4 The Subscriber is entitled to terminate the Contract with immediate effect on the grounds of the Service Provider's material breach of contract by sending a written notice. The following qualify as events of material breach by the Service Provider:
- (a) the Service Provider fails to commission on the date set forth therefore in the Individual Contract or on a commissioning (establishment) date agreed mutually by the Parties to be a later one than initially set due to a cause that is culpable to the Service Provider by more than thirty (30) days;
  - (b) The Service Provider fails to repair a material error that prevents normal use of the Service within the deadline set forth in section 7.6 except where the Service Provider proves that the delay with the repair was caused by a factor falling beyond of the Service Provider's scope of interests.;

- (c) the amount of the penalty has reached the annual maximum set forth in the GTC;
  - (d) the actual annual availability calculated has fallen short of the level which qualifies as an event of default serving as ground for termination by extraordinary notice pursuant to the Individual Contract.
- 10.5 On the grounds of the Subscriber's breach of contract the Service Provider may, terminate the Contract by 15 (fifteen) days termination notice , if
- (a) the Subscriber hinders or jeopardizes the normal use of the Service Provider's network and fails to remedy such breach within three (3) days of receipt of a warning notice indicating the legal consequences of failure;
  - (b) the Subscriber, even upon a warning notice indicating the legal consequences of failure, fails to allow the Service Provider to carry out an on-site inspection aimed at the recognition and repair of a reported error or one detected by the Service Provider (including especially where the Subscriber hinders the Service Provider to exercise the right of supervision set forth in article 9 herein, intervenes or hinders the Service Provider or its sub-contractor at the maintenance or renewal of the Service, or fails to request a supervisor from the Service Provider in advance before carrying out any activity in the Service) and the Subscriber fails to remedy such breach within three (3) days of receipt of a warning notice indicating the legal consequences of failure, or
  - (c) the Subscriber uses the service in an illegitimate manner or for an illegitimate purpose (e.g. if the Subscriber causes damage or a break in the Service in a culpable manner, or renders the Service Provider's service provided by utilizing the Service, or the enforcement of the rights of an other legitimate user, impossible or jeopardizes the same).
  - (d) The Subscriber breaches the sublease and wholesale resale provisions described in section 3.8 of this GTC.
- 10.6 The Service Provider may terminate the Contract by notice with immediate effect, if the Subscriber failed to pay the due Service Fee in full within eight (8) days of receipt of a second payment request that is sent at least fifteen (15) days subsequent to a first payment request. Notwithstanding the foregoing, the Service Provider is not entitled to terminate the Contract where the amount of the overdue fees does not exceed the amount of the monthly fee payable by the particular Subscriber, or, in the absence of a monthly fee stipulated, or, where the amount of the monthly fee stipulated exceeds HUF ten thousand (10,000) and the overdue amount does not exceed HUF ten thousand (10,000), or if the Subscriber disputed the amount of the fee in arrears and has, aimed at the resolution of the dispute, submitted an application to the competent authority or an other organization authorized to resolve such disputes, provided however, that the Subscriber pays the undisputed part of the fees and the additional fees of the Service engaged when due continuously.
- 10.7 The Service Provider shall dispatch its notice of termination in writing with return-receipt, or where the Subscriber gave its consent thereto, in an electronic document or electronic mail that is facilitated with an authentic record of service receipt except where the Service Provider cannot notify the Subscriber due to the attributes of the particular Service such that the Service Provider does not possess the data that would have been required for the notification of the Subscriber in such a manner.

- 10.8 If the cause for Contract termination is a breach of contract by the Subscriber and the Subscriber remedies such breach during the notice period, then the Contract does not terminate by the Service Provider's notice. The Service Provider shall immediately notify the Subscriber about this.

The Service Provider's notice of Contract termination shall indicate the following:

- (a) the cause for termination,
  - (b) the notice period, including the date when the notice period expires, and
  - (c) where the cause for termination is a breach of contract by the Subscriber, information about the contents of section 10.8 first article.
- 10.9 If there are or have been more than one Contracts between the Parties and the Subscriber defaults under any one of them as provided for in section 10.5 and section 10.6 hereof, the Service Provider is entitled to suspend all of its Services provided under all such contracts or limit them proportionately until there are any overdue debts of the Subscriber owed to the Service Provider outstanding. The maximum duration of service suspension is 60 days. In case there are still any overdue debts of the Subscriber under any of the Contract after the lapse of the 60-day suspension, the Service Provider may, at its discretion, terminate the particular Contract(s) affected by the debt or all the Contracts concluded with the Subscriber with immediate effect by extraordinary notice and claim all costs and damages arising from the termination. The suspension of the Service does not affect the other rights of the Service Provider that may be asserted on the grounds of breach contract.
- 10.10 For a delay or default under the Contract or other breach of contract by the Service Provider, the Service Provider can be held liable only to the extent of the amount of loss in the assets of the Subscriber caused directly thereby. The Service Provider expressly excludes and cannot be held liable for lost profits, indirect and consequential damage, loss of data, damage to a data base and other claims of a similar nature. The maximum amount to be paid as compensation of direct losses incurred during the entire term of the Contract shall not exceed fifty (50) % of the aggregated amount of the One-off Fee and the Service Fee payable under the Contract. Compensation payable for losses incurred in a single year shall not exceed fifty (50) % of the aggregated amount of the One-off Fee and the Service Fee paid or payable in the year concerned. In terms of this limitation of liability for damages, the volume of the Services and that of the consideration payable therefore were taken into account.
- 10.11 Claims arising from the Contract lapse after one (1) year. The commencement of such limitation period shall be calculated as from the date of a delay or default, or when the damage is incurred.
- 10.12 If the Subscriber justifiably terminates a definite-term Contract with immediate effect by extraordinary notice on the grounds of the Service Provider's default or for force majeure, where the duration of the latter exceeded 60 days, the Service Provider shall refund to the Subscriber the proportionate amount of the One-off Fee commensurate with the part of the term then outstanding pursuant to the Individual Contract within 15 days provided that the Subscriber paid to the Service Provider the Service Fee fallen due until the date of termination in advance.

- 10.13 In the latter case the Subscriber shall pay the Service Fee falling due until the date of termination by the payment deadline indicated on the face of the invoice thereof. In case of an indefinite-term Contract the Service Provider is not obliged to refund the amount of the One-off Fee.

## **11. Change of Subscription**

- 11.1 Service Provider shall modify the Individual Contract in case of legal succession of the Subscriber due to change of contract or other legal title based on the written request of Subscriber.
- 11.2 Change of Subscription shall take place within 15 days after submission of the request.
- 11.3 The request for change shall contain the following data and declarations:
- Data of Services (Identification number of the Services, address of access points)
  - Data of transferor and legal successor (name, address, tax number, company registration number)
  - Declaration of transferor and legal successor regarding the take-over signed by the authorised representatives of both parties, or the original documents certifying the legal succession (transformation, merger, spin-off) by a public notary or an attorney.
- 11.4 The change of subscription shall take place if:
- The transferor subscriber do not have expired debts or it undertakes the obligation to pay debts within the relevant deadline regarding the Services affected by the change of subscriber.
  - In case there is a bankruptcy or liquidation procedure in place in respect of the transferor, or the subscriber ceased to exist without legal succession, Service Provider shall change the subscription if the legal successor/new subscriber undertakes the obligation to pay debts within the relevant deadline regarding the Services affected by the change of subscriber.
  - Legal successor/new subscriber undertakes to pay discounts received by the transferor in the event of a premature termination of a contract for definite period of time.
- 11.5 In case of change of subscription, the legal relationship of the transferor Subscriber ceases to exist on the day when the legal succession takes place.
- 11.6 The change of subscription takes place free of charge.

## **12. Management and safety of data**

- 12.1 The parties are obliged to conduct their data management activities as independent data controllers in accordance with the applicable data protection legislation.
- 12.2 The Parties hereto agree that, in connection with the preparation, conclusion, performance and termination of this contract, and the enforcement of claims arising from the contract (hereinafter collectively referred to as contract performance), the other party's representatives, contacts, fulfillment assistants and other contributors (hereinafter referred to as : contacts) relevant personal data, typically including the name, work or business position, work address, telephone number, email or other contact details of the contact person, on the basis of the legitimate interest according to Article 6 (1) point f) of the General Data Protection Regulation, it is handled to the extent necessary for the fulfilment of the Contract.



- 12.3 By signing this contract, the Parties declare that they have the appropriate legal basis for the transfer of contact data, and that they fulfill their data management obligations arising from data protection legislation. For the purposes of fulfilling the Contract, the Parties shall retain the contact data until the end of the limitation period applicable to the claims arising from the contract, or, in the case of the contact data recorded in the Contract and related documentation, until the end of the deadline for the preservation of documents supporting the accounting settlement in the Accounting Act C of 2000, for accounting purposes is treated. The Parties fulfill the obligation to provide information regarding their own contacts.

### **13. Assignment**

- 13.1 Neither Party may transfer its duties arising from the Contract without the written consent of the other Party. The Subscriber acknowledges that the Service Provider is entitled to engage a sub-contractor in the course of its performance. In this case the Service Provider's liability is the same as if the task was carried out by the Service Provider itself.
- 13.2 Without the prior written consent of the Service Provider the Subscriber is not entitled to assign the Service to a third party on any grounds. The Service Provider shall not refuse its consent to an assignment without reasonable grounds.

### **14. Force majeure**

- 14.1 Force majeure is an act which occurs independently from the Parties' intentions, acts or persons inevitably e.g. war, terrorist act, civil insurgence, natural disaster, measure of national security or civil defense, damage caused by third party or any other unavoidable necessity, pandemic, extraordinary delivery or logistic problem which materially hinders or renders performance of undertakings impossible. The Parties define a measure or procedure of a public utility to qualify as force majeure when, as a result, use is rendered objectively impossible.
- 14.2 Force majeure events relieve the parties of their obligations under the GTC and the Contract to the extent that the force majeure event prevents the affected Party from performing its contractual obligations until the event concerned exists.
- 14.3 The Parties agree that they shall inform each other without delay about changes which occur beyond the scope of their interests, are not culpable to them and adversely affect their performance. The parties shall reasonably and sensibly co-operate in order to prevent the consequences of the circumstances that changed adversely. The Parties affected by force majeure shall immediately inform each other in writing about the beginning and the end of the force majeure event.
- 14.4 The Parties agree that force majeure itself does not relieve the party reporting such an event from the obligations which should have been otherwise satisfied where those had become mature before the occurrence of the force majeure event.

### **15. Confidential Information**

- 15.1 The Parties agree that they handle all information pertaining to the Contract as business secrets, keep them confidential and undertake to use their best efforts to make the persons who participated in the conclusion of the Contract satisfy their duty of confidentiality. Neither Party may disclose any information regarding the contents of the Contract without the prior written consent of the other

Party. Transfer of data related to the administration of the Contract, that related to the Parties' duties of business reporting, or that within the group of companies of the Subscriber and the Service Provider respectively do not qualify as a violation of the duty of confidentiality.

## **16. Resolution of disputes**

- 16.1 The Parties agree that all controversial issues arising from or in connection with the Contract between them shall be attempted to be solved directly between them in an amicable manner. If such amicable solution failed to be achieved in a reasonable, short time, the Parties submit themselves to the exclusive jurisdiction of the Arbitration Court attached to the Hungarian Chamber of Commerce and Industry which, proceeding in accordance with its own Rules of Procedure, renders a final resolution binding the Parties. The language of the arbitration shall be Hungarian.

## **17. Other regulations**

- 17.1 If there is a discrepancy between the provisions of the Individual Contract and those hereof, primarily the provisions of the Individual Contract apply to the rendering of the Service. In case of a potential discrepancy between the provisions of the Service Description and those of the Individual Contract, the contents of the Individual Contract shall prevail.
- 17.2 By signing the Contract, the Subscriber authorizes the Service Provider to indicate the legal relationship established between them in the list of references to be issued towards third parties.
- 17.3 The Service Provider renders Services stipulated in the Contract exclusively for business subscribers..
- 17.4 This GTC has been prepared in 2 (two) original copies; 1 (one) of which shall belong to the Subscriber and 1 (one) to the Service Provider.

## **18. Notices**

- 18.1 As regards the rights and duties of the Service Provider, its management and the person authorized thereby in writing shall be entitled to proceed.
- 18.2 The language of the notices and documents is Hungarian.
- 18.3 Notices of the Parties addressed to each other concerning the Contract shall be deemed as properly served, if sent to the address of the other Party as indicated in the Contract by means of a letter. A notice sent by post shall be deemed as received on the 5th day of posting thereof. In case of controversy, the sender needs to prove that service of a particular notice has happened.