Standard Cloud Services Agreement

By signing the Order, the Client accepts the terms and conditions of this Agreement and agrees to be bound by them. This Agreement is concluded by and between the Service Provider and the Client, and determines the detailed terms and conditions of the use of the Service specified in the Order.

1. Definitions

1.1. **Availability Period:** means the period covering 5 working days of the week XXX-YYY), 10 hours a day between 8:00 am and 6:00 pm (ZZZ timezone).

1.2. **Client**: means company or other legal entity, party to the Agreement who is designated in the Order and who uses the Service specified in the Order including Client's Affiliates in case they have entered into the Order and for so long as they remain Client's Affiliates).

1.3. **Client's Affiliates:** means (i) any entity controlled, directly or indirectly, by the Client, (ii) any entity that controls, directly or indirectly the Client, or (iii) any entity directly or indirectly under common control with the Client. For this purpose, the term "control" of any entity or person shall have the meaning of (a) ownership of above 50 (fifty) % of the voting rights or other equity interests of such legal entity, or (b) the power to direct the management or policies of a legal entity through the ownership of above 50 (fifty) % of the voting power of such legal entity.

1.4. **Client's Content**: means all data, information, Client specific configuration and parameterisation and other content uploaded to the environment of the Service by the Client, by the Client's contributor, by the User or by or for Service Provider at Client's request in the course of using the Service. The Client hereby grants Service Provider, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Client's Content as appropriate for Service Provider to provide and ensure proper operation of the Service in accordance with this Agreement. If the Client chooses to use any application provided by any provider other than Service Provider together with the Service, the Client grants Service Provider permission to allow the non-Service Provider provided Application and its provider to access Client's Content as appropriate for the interoperation of that non-Service Provider provided Application with the Service. Subject to the limited licenses granted herein, Service Provider acquires no right, title or interest from Client or its licensors under this Agreement in or to any Client's Content or non-Service Provider provided Application. Client hereby agrees that Client is responsible for Client's Content while using the Service and for any consequences thereof.

1.5. **Completed Transfer Notice** means a fully and accurately completed Transfer Notice

1.6. **Defect**: means a malfunction of the Service in the sense that it fails to meet the Functional Specification according to the definition in Appendix 1 of the Order.

1.7. **Exit Period**: means the period lasting for 60 (sixty) business days after the end of the Service Period.

1.8. **Order**: means the document specifying the individual conditions of ordering the Service. The present Agreement serves as an inseparable appendix of the Order.

1.9. **Public Cloud Provider**: means Amazon Web Services, Inc, or as the context requires, any of its related entities

1.10. **Service**: means the service determined in the Order and developed, operated and maintained by the Service Provider in a virtual private cloud of a public cloud provider, which includes (i) the right to access and use the Service ordered by the Client in the Order as defined in Clause 3.1 below, (ii) applicable standard support for the Service provided by Service Provider as defined in Clause 3.2 below throughout the Standard Level Support Period and Extended Level Support Period, (iii) using commercially reasonable efforts by Service Provider to make the Service available in the Availability Period as defined in Clause 3.3 below (iv) Version Management of the Service as defined in Clause 3.4 below.

1.11. **Service Uptime**: is calculated in a given calendar quarter the following way: (total hours in the Availability Period throughout the given calendar quarter - Priority 1 issue Downtime durations - scheduled maintenance -

unscheduled maintenance which causes unavailability – downtime not attributable to Service Provider) / (total hours in the Availability Period throughout the given calendar quarter - scheduled maintenance - downtime not attributable to Service Provider) X 100%. Downtime not attributable to Service Provider is calculated as the sum of downtime arising from

    a) factors beyond service Provider's reasonable control, including force majeure events as defined in Clause 12.1 below,

    b) improper use or use contrary to the intended purpose of the Service by the Users,

    c) any modification of the Service by anyone other than Service Provider,

    d) the combination of the Service with any hardware, software, equipment, or data not provided by Service Provider

1.12. **Service Fee**: means consideration payable to the Service Provider for the Service, at the amount specified in the Order for services defined in Clause 3 of the present Agreement.

1.13. **Services for Extra Fees**: means the services determined under Clause 4 herein, which are not included in the Service and are provided by the Service Provider to the Client upon a request in such regard, for an extra fee specified in the Order for services defined in Clause 4. of the present Agreement

1.14. **Service Period**: means the duration of the use of the Service specified in the Order.

1.15. **Service Provider**: means party to the Agreement who is designated in the Order, as a member of the Loxon Group, and who provides the Service specified in the Order. Members of the Loxon Group are (i) Loxon Solutions Zrt, (ii) any entity controlled, directly or indirectly, by Loxon Solutions Zrt, (iii) any entity that controls, directly or indirectly, Loxon Solutions Zrt, or (iv) any entity directly or indirectly under common control with Loxon Solutions Zrt. For this purpose, the term "control" of any entity or person shall have the meaning of (a) ownership of above 50 (fifty) % of the voting rights or other equity interests of such legal entity, or (b) the power to direct the management or policies of a legal entity through the ownership of above 50 (fifty) % of the voting power of such legal entity.

1.16. **Standard Level Support Period:** covers 5 working days of the week (Monday-Friday), 10 hours a day between 8.00 and 18.00 (XXX time zone)

1.17. **Extended Level Support Period**: covers the period 24/7 (Monday-Sunday 0.00-24.00) and is provided for Severity 1 Defects in case Extended Level Support Period is provided by Service Provider according to the Order.

1.18. **Transfer Notice** means a notice in the same form as defined by the standard terms of the Public Cloud Provider defined in section 3 of the Order, in order for the Public Cloud Provider to transfer an account at the Public Cloud Provider from one person to another person.

1.19. **Users:** means the employees, representatives, agents, contractors and customers of the Client who, based on the authorization given by the Client based on the present agreement and the Order (or, when applicable based on the authorization given by Service Provider at Client's request), have access to the Service and use it under the terms and conditions of this Agreement.

2. Term of the Agreement

This Agreement covers the Order and, unless specified otherwise, automatically covers all agreements amending or complementing the terms and conditions of the Order, the renewal of the Service Period specified in the Order, and all additional Orders for the use of additional Services provided by the Service Provider.

3. The Service

3.1. ACCESS AND USE OF THE SERVICE

3.1.1. During the Service Period, the Client, provided that it shall perform its payment obligations, shall be entitled to have access to and to use the Service specified in the Order under the terms and conditions determined in this Agreement and the Order.

3.1.2. The Client may provide the Users with the right of access to and use of the Service in the Production environment provided by Service Provider. The Client shall inform the Users of the options and conditions regarding the access to and use of the Service, and the Client shall bear exclusive liability for ensuring that the Users become aware of and comply with the terms and conditions of this Agreement in the course of using the Service.

3.1.3. The Client shall bear liability for identifying all Users, approving the Users' access to the Service, preventing unauthorized access by Users, and maintain the confidentiality of access details (usernames, passwords). The

Service Provider shall not be liable for any damages caused by the Client, including the persons who had unauthorised access to the Service due to the inappropriate management of user rights by the Client. The Client shall bear liability for all activities occurring in the course of exercising the Users' access rights or as a result of the Client's or the Users' access to the Service.

3.1.4. The Client shall use the Service in accordance with its intended use and shall comply with the information on the use of the Service and user manuals handed over by the Service Provider. The Client shall ensure that the Users use the Service in accordance with its intended use and in compliance with the relevant instructions.

3.1.5. The acquisition and operation of certain technical environments (cloud based infrastructure services required to provide the Service as defined in the Order, including Production environment, Service Provider's development environment, other environments solely used by Service Provider and additional environment(s) defined in the Order, if any) necessary for gaining access to and use of the Service shall be the exclusive task and responsibility of the Service Provider unless defined otherwise in the Order. Additional environments that may be necessary for the use of the Service (like development environment(s) of the Client, test environments etc) can be ordered by the Client based on Clause 4.4.1 below.

3.1.6. The acquisition and operation of the technical environment (including but not limited to IT equipment, internet connection) necessary for gaining access to and use of the Service on the Client's side, as well as the upload of the Client's Content and related system integration shall be the exclusive task and responsibility of the Client unless defined otherwise in the Order. The Service Provider bears no liability for any inaccessibility, delay or other irregularities arising as a result of errors of intended use, technical environment or the Client's Content, and such circumstances shall not affect the fees payable to the Service Provider.

3.1.7. The Client acknowledges that it shall be prohibited to
a) provide access to the Service or any part thereof (except for the Client's Content, and the reports and content prepared on its basis) to a third person other than Client's Affiliates and the Users determined in this Agreement,
b) sell, resell, license, sublicense, distribute, rent or lease the Service or any part thereof,
c) use the Service or any part thereof for the benefit of anyone other than Client, except for Client's Affiliates and unless expressly stated otherwise
d) include the Service or any part thereof in a service bureau or outsourcing offering
e) carry out internal structure analysis, transformation, modification beyond the intended use,
f) modify, copy, or create derivative works of the Service or any part thereof
g) carry out reverse engineering, disassembling or decompiling of the Service or any part thereof
h) generate source code in terms of the subject matter of the Service,
i) use the Service in a manner that violates the copyright, intellectual property or other rights of others,
j) access, copy or use any of Service Provider's intellectual property except as permitted under this Agreement
k) use the Service or any part thereof to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,
l) use the Service to store or transmit Malicious Code,
m) permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit,
n) use the Service in a manner other than specified in this Agreement.

3.1.8. For the uninterrupted provision of the Service, the Client authorizes the Service Provider to carry out operations on the Client's Content which are necessary for the provision of the Service (e.g., loading into application, display for users, etc.) during the Service Period determined in this Agreement and in the Order. Moreover, the Client authorizes the Service Provider to carry out operations on the Client's Content which are necessary for exporting the Client's Content during the Exit Period.

3.1.9. If the service requires a security certificate (SSL) for the domain name owned by the Client, it is the client's responsibility to provide such certificate. In case the certificate is renewed by the Client the new certificate shall be sent to Loxon by the Client at least 2 weeks before the expiry of the certificate in order to allow for a timely replacement. Loxon is not responsible for any Defect resulting from the invalidity of the certificate.

3.2. STANDARD SUPPORT COVERING THE SERVICE

3.2.1. Defect Reports, and the receipt and processing thereof

3.2.1.1. The Contact Persons designated in the Order shall be entitled to send Defect reports to the Service Provider on behalf of the Client, claiming the provision of Standard Support Service. The Defect reports sent by the Contact Persons shall be deemed by the Parties as reports sent by the Client.

3.2.1.2. The Contact Persons may claim the provision of Standard Support Service via the Service Desk designated in the Order, by recording the Defect report in the Service Desk. The Defect report recorded in the Service Desk may also be confirmed via email or phone, but the time of the Defect report (time of receipt) shall be the time when the report was recorded in the Service Desk, with the exception stipulated under Clause 3.2.1.4. Critical Defects shall be reported also by phone at all times but only after recording all tickets and required data in the Service Desk.

3.2.1.3. Upon reporting Defects via the Service Desk, in order to guarantee the level of service the Client shall:
   a) report Defects in accordance with the Defect management process;
   b) provide details about the Defect, (in a detailed and justified manner), including the service elements affected by the Defect
   c) provide assistance needed to diagnose the cause of Defects
   d) provide the rights, access and authorizations (including access to the stored data) required for the Service Provider in order to ensure the provision of services provided under this Agreement
   e) provide consultancy with the person detecting the Defect;
   f) provide all information available to the Client which are necessary for reproducing the Defect if it can be clearly reproduced and the Service Provider requests the reproduction of the Defect or it is necessary due to the nature of the Defect. The Client shall also make available to the Service Provider the information generated of the concerned state of the Service (particularly, but not exclusively, a screen shot and the exact time) when the Defect occurred and based on which the Defect can clearly be identified;
   g) report the category of the Defect in line with Clause 3.2.2.3.

3.2.1.4. Should the Service Desk be unavailable for at least 15 minutes, the Service Provider shall, along with notifying the Client without delay, provide a telephone hotline at the phone number specified in the Order continuously during the Availability Period, until the Service Desk becomes available again. The Client shall submit its report delivered via phone, also via email, and record the report in the Service Desk when it becomes available again. In such case, the time of the report (time of receipt) shall be the time when the email arrived at the Service Provider's email address specified in the Order.

3.2.1.5. The 1st level support for the end users is the responsibility of the Client. All Defects reported to the Service Provider should be routed via the Contact Persons on the side of the Client.

3.2.2. Corrective maintenance, fixing, and debugging

3.2.2.1. Based on the reports made by the Contact Persons, the Service Provider shall contribute to corrective maintenance in terms of the Service and carry out any other tasks arising therefrom. The Service Provider shall, following the determination of the Defect Category of the concerned Defect, commence the provision of corrective maintenance service until the time specified on the basis of the determined Defect Category. If it is verified that the Defect cannot be fixed by the Service Provider within its competencies, it shall notify the Client thereof, with a detailed description of the cause of the Defect, in which case the ticket shall be suspended. The ticket shall be reopened after the elimination of the external cause.

3.2.2.2. The Service Provider shall investigate the Defect report after the time of receipt, shall give response to the Client on its findings via the Service Desk, after which it shall resolve or eliminate the actual Defect within the Resolution time specified for the given Defect Category (if it has accepted the Client's determination of Defect Category). If the Service Provider disagrees with the Client's determination of Defect Category, the Parties shall carry out reconciliation in terms of the Defect Category.

3.2.2.3. Upon making a Defect report, the Client shall designate the Defect (in detail and justifying its defective nature) and shall determine the Defect Category based on the priority of the Defect. The classification of Defects (in one of the below Defect Categories) shall be carried out based on the following characteristics:
   a) Severity: business and financial exposure
   b) Workaround: existence of a temporary solution to bypass the problem
   c) Impact: number of users affected
   It is not necessary (nor is it likely) to have perfect match of each characteristic to categorize a defect report at a priority level. A given defect must be judged against each of the characteristics to make an overall assessment of which priority level best describes the defect. The Bank initiates the initial priority rating of a defect. Loxon may suggest different rating, in case of disagreement Parties shall jointly determine the priority rating of the defect based on the definitions below.

3.2.2.3.1. Severity levels:
    a)   High: No further work can be performed, or processing capability is so limited that the probability of a serious operational backlog is created.
    b)   Medium: Work can proceed, but processing capability is limited, and the issue has significant adverse effect on Client.
    c)   Low: Processing capability is only minimally degraded.
    d)   Trivial: there is no processing capability degradation. The issue only concerns convenience or aesthetics that do not hinder the use of business functionality.

3.2.2.3.2. Impact levels:
    a)   High: more than 50% of the users are affected by the issue.
    b)   Medium: 10%-50% of the users are affected by the issue.
    c)   Low: less than 10% of the users are affected by the issue.

3.2.2.3.3. Priority calculation matrix:

		Impact		
		High (>50%)	**Med (10%-50%)**	**Low (<10%)**
Severity	High	P1	P2	P3
	Medium	P2	P3	P3
	Low	P3	P3	P3
	Trivial	P4	P4	P4

3.2.2.4.   The Service Provider shall provide information to the Client as soon as possible in terms of the concerned Defect, and record such information in the Service Desk if:
    a)   the Defect was not detectable (couldn't be reproduced) in the course of the classification procedure and additional information is requested from the Client until the Defect is reproduced and solved; or
    b)   it was found it the course of the classification procedure that the source of the Defect is not the Service, and the Service is operating in compliance with the Order, or
    c)   it was found it the course of the classification procedure that the source of the Defect is a user or data error, or Client's Content or
    d)   the Defect was identified it the course of the classification procedure but, since it occurred within the Client's control, it is not the Service Provider's obligation to fix it. In such case, the Service Provider may contribute to the investigation of debugging options based on the Client's written request and for an extra fee determined separately (if requested by the Client).

3.2.2.5.   If, in the course of corrective maintenance, the Service Provider finds that it will not be capable of eliminating the Defect due to the reason that the source of the Defect is outside the Service, it shall promptly notify the Client, providing a justification as detailed as possible, preferably making proposals for options of fixing or eliminating the Defect in the report.

3.2.2.6.   If, in the course of corrective maintenance, it is found that the Defect Category determined during the classification procedure was lower than that justified by the actual nature of the Defect (particularly if it was not recognised that the Defect also hinders the service provided to the Users), the Service Provider shall, after the receipt of the Client's report in such regard, promptly classify the Defect in a higher Defect Category and handle it accordingly. The Service Provider shall notify the Client of the change of Defect Category. Resolution time shall commence accordingly.

3.2.2.7.   Following the classification of the Defect in a Defect Category and the acceptance thereof by Client, the Service Provider shall perform the fixing or debugging service in compliance with this Agreement. Resolution can mean final resolution or workaround solution. Workaround solution (if any) is a temporary solution that will be implemented in order to restore the Service with or without solving the real cause of the Defect (by at least decreasing the severity of the Defect from Priority 1 to Priority 2 Defect Category or from Priority 2 to Priority 3 Defect Category). Any workaround solution must be followed by the final resolution.

3.2.2.8. The Service Provider shall commence and complete the fixing or debugging within the deadline specified for the given Defect Category.

Defect Category	Response time	Workaround time	Resolution time (including workaround time)
Priority 1	maximum 2 Hours	maximum 24 Hours	maximum 72 Hours
Priority 2	maximum 11 Hours	maximum 36Hours	maximum 96 Hours
Priority 3	maximum 31 Hours	workaround not provided	next bugfix version
Priority 4	maximum 51 Hours	workaround not provided	next bugfix version

3.2.2.9. In the following cases, the Service Provider will perform the classification procedure, as well as its activities for eliminating the Defect designated in the report for an extra daily fee beyond the Service Fee:
a) if, following the report made by the Client, the Parties ascertain that the report does not hold true (the Defect was verifiably not real), or the Defect was not reproducible, or identifiable in the on-demand test environment (e.g., log or print screen) ordered by the Client based on Clause 4.4.;
b) the Defect verifiable arose from a modification or resolution attempt made by the Client without the knowledge or consent of the Service Provider;
c) if, based on the Client's expressed written request, the Service Provider decides to perform the corrective maintenance, fixing or debugging service outside the Standard Level Support Period.

3.2.2.10. The period during which the Client or its contributor performs its substantial obligations relevant in terms of the Service Provider's performance (e.g., notifying the Service Provider, providing access, providing information on the Defect as determined under Clause 3.2.1.3.), or when unavoidable circumstances falling outside the Service Provider's control occur, shall not be included in the deadlines specified in the table under Clause 3.2.2.8. The Service Provider shall promptly notify the Client of any such circumstances.

3.2.2.11. The Service Provider will provide detailed service level reports to the Client on a quarterly basis. These Reports contain the following information for the last calendar quarter:
a) Measured Service Uptime (per last calendar quarter);
b) Periods of downtime during the Availability Period as well as short comments on the downtime (per Defect);
c) Total amount of requests received (per last calendar quarter);

In response to the report, the Client will evaluate the level of service provided.

3.2.2.12. Service Provider will provide continuous status reports concerning the analysis and correction of Defects through the Service Desk. For each newly created Defect the Service Desk will send an automated e-mail to a predefined e-mail address at Client. Service Provider will track the issue in the Service Desk. Service Provider will provide to the Client a detailed quarterly summary report for all activities carried out as part of the Service.

3.3.   SERVICE AVAILABILITY
3.3.1. The Service Provider undertakes that it will use all commercially reasonable efforts to meet a Service Uptime of 99.0%/99.5% throughout the Availability Period in a given calendar quarter. The Service Provider also undertakes to be continuously available for the Client throughout the Availability Period in terms of any operational matters, and throughout the Standard Level Support Period and Extended Level Support Period for Defect tracking, and corrective maintenance related to the Service based on response times defined in Clause 3.2.2.8 above. Within the Standard Level Support Period and Extended Level Support Period, the Service Provider shall ensure that experts who know the Service and are able to provide effective assistance, will be available for the Client for assistance, Defect tracking, and corrective maintenance tasks related to any possible Defect reports.
3.3.2. Notwithstanding anything to the contrary in this Agreement or the Order, as Client's sole and exclusive remedy for failure to meet Service Uptime or support commitments, in the event there are two (2) or more consecutive calendar months/quarters during which the Service availability falls below 99.0%/99.5%, Client

will be entitled to receive a service credit equal to the service credit percentage calculated as percentage of the ==monthly/quarterly== Service Fee as defined in the table below:

Quarterly Uptime Percentage	Service Credit Percentage
Less than ==99.0%/99.5%== but equal to or greater than 98.0%	2%
Less than 98.0% but equal to or greater than 97.0%	5%
Less than 97.0% but equal to or greater than 96.0%	10%
Less than 96.0%	20%

3.3.3. The service credit shall be applied against the next invoice of Service Provider for the Services, or in case no next invoice of Service Provider is issued to the Client or the amount of the invoices issued by Service Provider doesn't reach the amount of the service credit, than the service credit shall be applied as an invoice issued by the Client to the Service Provider and shall be paid for within 30 calendar days of invoice date.

3.4.   SOFTWARE VERSION MANAGEMENT

3.4.1. The Service Provider may release updated versions of the Service during the Service Period on a pre-scheduled basis, in order to add new functions to the Service, amend the existing functions thereof, or add developments and carry out corrections necessary for infrastructural or security upgrades arising from the technological or user trends. The Service Provider shall notify the Client of the release of such new versions in advance. The Service Provider undertakes to summarize the version-related documents in the Release Notes and make that available to the Client 25 calendar days before the expected go-live date of the version at the latest. The Release Notes shall contain the following elements:

a) version number

b) version release date

c) detailed description of new functions and precise manner of the use thereof

d) debugging, along with the accurate indication of the reported Defect and the circumstances thereof, and with the description of the modifications and tests carried out

e) modifications possibly necessary on the Client's side (interfaces, configurations), qualifying as prerequisites of the version release. These modifications possibly necessary on the Client's side are the responsibility of the Client. Any effort required by Service Provider shall be managed under Section 4.1 below

f) possible risks

g) maintenance windows

h) deadline of the version's go-live – the latest date when the go-live of the version shall be executed

3.4.2. The release of new versions may not lead to actual degradation of performance or functions provided by the Service to the Client. The Client accepts new versions necessary for the proper and safe operation of the Service. The go-live shall be executed by the Service Provider on the basis of an agreement concluded in advance with the Client, via pre-determined maintenance windows of which the Service Provider informs the Client in writing, and during the installation of which the Service Provider pauses the Service after previously notifying the Client. The Client has the right to choose one of the maintenance windows provided by the Service Provider at least 15 calendar days before the expected go-live date of the version. Would the Client not choose any of the proposed maintenance windows, a maintenance window will be selected by the Service Provider and the Client will be notified about the maintenance window by the Service Provider. New versions may be released at least 90 calendar days apart, unless a specific agreement concluded by and between the Client and the Service Provider provides otherwise, or due to the urgency of a security upgrade, or if it is obligatory based on Defects reported by the Client.

3.4.3. Upon the handover of the Release Notes, until the go-live of the new version, the Service Provider shall make the new version of the Service available to the Client for testing and feedback (via on-demand test environment ordered by the Client based on Clause 4.4), and for executing any necessary modifications. Such trial version will be released before the concerned version goes live, and it will not be available 7/24. The verification, testing and modification tasks shall be scheduled, on the basis of which the Service Provider shall make the Service available in the UAT environment.

3.4.4. The Service Provider shall make the new version available to the Client without any additional fee, included to the Service Fee.

3.4.5. Unless provided otherwise, the terms and conditions of the use of the new version shall be identical to the terms and conditions of the use of the previous version.

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4. Services for Extra Fees

The services under the present Section are not included in the Service, the Service Provider will provide such services to the Client upon the Client's request, for extra fees beyond the Service Fee, on the basis of the settlement of accounts specified in the Order.

4.1. CONSULTANCY SERVICES, AND SUPPORT SERVICES BASED ON FEEDBACK NOT QUALIFYING AS DEFECT REPORTS

4.1.1. Feedback (questions) or requests for consultation of the Client not qualifying as Defect reports but related to the use of the Service, communicated in compliance with the provisions on reporting, may be received by the Service Provider via the Service Desk as non-ticket type feedback. If the Client fails to provide all information necessary for the response, the Service Provider shall draw the Client's attention to such shortcomings and indicate the information necessary and required for providing a response.

4.1.2. The Client shall be entitled to use the Consultant Service as a Service for Extra Fee, which is not included in the Service Fee for providing feedback on problems not qualifying as Defects, for planning tasks, training, and knowledge transfer tasks, drafting bridging solutions for data upload, and non-development type modifications (configurations, parmeterizations).

4.1.3. The Service Provider provides legal compliance with amendments of the law, or with the findings of an external auditor assigned by the Client, or with obligatory reports as a Service for Extra Fee, which is not included in the Service Fee.

4.1.4. The Client shall be entitled to use the Consultancy Service related to version upgrade process (consulting and training activities) are handled in the frame of expert consultancy services for Extra Fee, which is not included in the Service Fee..

4.1.5. The Client shall be entitled to use the Consultancy Service related to the modification of the document templates or report templates or to implement new document templates or report templates are handled in the frame of consultancy services for Extra Fee, which is not included in the Service Fee.

4.2. EXPORTING DATA BASED ON CLIENT'S REQUEST

4.2.1. For data portability, the Client shall be entitled to claim from the Service Provider the Client's Content uploaded to the Service in an individual format derogating from that determined in the provisions of the present Agreement.

4.3. CORRECTIVE MAINTENANCE

4.3.1. Corrective maintenance activities in case parties have mutually agreed that:

a) the Defect is not originated in the Service delivered by Service Provider (e.g. user or operational mistake, incorrect data load, incorrect configuration).

b) the Parties have mutually agreed that the Defect notice was improper, and the operation of the Service is correct or the Defect was not reproducible.

c) the Defect is caused by accident, vandalism, theft, fire, water damage, improper electric connection or fluctuation of electricity.

d) activities were provided for a non-critical Defect (reported or later turned out not to fall under the definition of critical Defect) outside of the Standard Level Support Period.

4.4. PROVIDING NON PRODUCTION AND NON SERVICE PROVIDER DEVELOPMENT CLOUD ENVIRONMENTS

4.4.1. Service Provider provides environments additional to the Production environment and Service Provider's development environment and other environments solely used by Service Provider that are included to the Service Fee on an on-demand basis to the Client as a Service for Extra Fee, which is not included in the Service Fee. Such environments (included but not limited to development environment(s) of the Client, test environments (for factory acceptance test, integration test, user acceptance test, etc), training environment can be ordered by the Client from Service Provider with at least 3 days advance notice, and the closing or suspending of such environments shall be ordered by the Client from Service Provider also with at least 3 days advance notice. Suspended environments cannot be accessed by the Client, though test data in these environments is kept, so upon restart Client can immediately start using the environment. The cost of such running environment shall be calculated for the duration of providing such environments between the day of creating the environment and the day of closing the environment and will be invoiced by Service Provider at

the end of the months on actuals (based on cost of the environment(s) and cost of Service Provider personnel based on manday rates as defined in the Order for setup, operations and support of the environment(s) to the Client). Suspended environments have a cost of 320 USD per month, which will be billed together with the Monthly Service Fee.

5. Service Fee, Payment Conditions

5.1.   Against the provision of the Service as defined in Section 3 above, the Service Provider shall be entitled to the Service Fee at the amount specified in the Order. If the Client requests the provision of Services for Extra Fees as defined in Section 4 above, the Service Provider shall be entitled to the fees additionally to the amount specified in the Order. Service Provider's fees do not include any taxes, levies, duties, fees (like transfer fees) or similar governmental assessments of any nature, including, but not limited to value-added tax (VAT), sales tax, use tax or withholding tax assessable by any jurisdiction whatsoever (hereinafter referred to as Tax). The Client is responsible for paying all taxes associated with its purchases hereunder.

5.2.   If the Client is required by law to make any deductions (e.g. withholding taxes) with respect to any amounts due under this Agreement, and the Client makes such deduction, then the fee sum in respect of which such deduction was made shall, to the extent necessary, be increased to ensure that after making such deduction Service Provider receives and retains (free from any liability in respect of any such deduction) a net sum equal to the Service Fee or other fee as defined above in Clause 5.1, which it would have received and so retained had no such deduction been made by the Client.

5.3.   The Service Fee shall be paid in advance on a semi-annual or annual basis or for multiple years as defined in the Order, until the 1st (first) day of the first month of the half-yearly or yearly period. The Service Provider shall issue the first invoice of the Service Fee at the signature of the Order, and any later invoices of the Service Fee until 1st (first) day of the month preceeding the current semi-annual or annual period and deliver it to the Client within the same deadline, and the Client shall pay such invoice within 30 (thirty) calendar days of receipt.

5.4.   If the Service Period or a part thereof does not correspond with an integer number of monthly period, the Service Provider shall be entitled to time-proportionate Service Fee for the fraction of the first month of Service additional to the first period. In such case, the Client shall pay the Service Fee for the fraction of the month in arrears, upon the payment of the Service Fee payable for the following full semi-annual or annual or multi-annual cycle (i.e first period is 0.5 month and period of payment is annual, first invoice will cover 12.5 months Service Fee).

5.5.   In case the Client uses a higher volume of metrics from the Service compared to what is specified in the Order in setting the Service Fee,
   a)   the monthly Service Fee difference (Service Fee difference between the current pricing tier and the higher, used tier) will be agreed on between the Client and the Service Provider based on the analytics provided by Service Provider at the end of the relevant calendar months, and the difference will be included in an invoice issued by Service Provider within 15 working days from the end of the relevant calendar months.
   b)   If the Client exceeds the volume metrics as defined in the Order in the third consecutive months during a Service Period the Service Fee will increase immediately at the end of this second consecutive months for the entire remaining duration of the Service Period. In this case, the Service Fee will increase up to the fee which corresponds to the new metrics (the new pricing tier) and the difference till the end of the semi-annual, annual or multi-annual period will be included in an invoice issued by Service Provider within 15 working days from the end of the relevant calendar months. The amount on this invoice will be calculated based on the increase by the corresponding prorated amount for the remaining Service Period.

5.6.   The Client shall pay the fee payable for the Services for Extra Fees on actuals within 30 calendar days of the receipt of the invoice issued by the Service Provider on a monthly basis.

5.7.   The Client shall fulfil its payment obligations by bank transfer to the bank account indicated by the Service Provider on the invoice. The fee payable by the Client shall qualify as paid on the day when it is credited unconditionally to the said bank account of the Service Provider.

5.8.   If the Client is in delay with the fulfilment of its payment obligation, it shall pay an interest on late payments, from the day the obligation falls due until the day of payment whereas the applied late payment interest rate shall be defined in the Order.

5.9.   Unless defined otherwise in the Order the Service Fee shall be subject to a yearly indexation starting from the end of the first calendar year after the start date of the Service Period, based on the indexation of the public

cloud provider and the USD inflation rate (year on year consumer price index), published by the Federal Reserve (FED) as the year on year inflation rate for the last calendar year. The Service Fee may also be adjusted at the end of the Service Period up to Service Provider's then-current list price based on the increased value due to additional functionalities, features, capabilities provided by the Service to the Client. Service Provider shall inform the Client in case of an increase of the Service Fee at least sixty (60) days in advance of the end of the Service Period and the Parties shall agree on the Service Fee for the following Service Period and the increased Service Fee will apply at the start of the following Service Period. In case the Parties don't agree on the Service Fee for the following Service Period than each party can choose to terminate the Service at the end of the than current Service Period.

6. Term and Termination of the Agreement, Suspension of the Service

6.1.   This Agreement is concluded by and between the Service Provider and the Client for a term identical to the Service Period specified in the Order, which may not be less than 3 (three) years. Following the lapse of the definite term of the Service Period, the Service Period shall automatically be considered to be renewed to another Service Period identical in term with the longer of the previous (now expiring) Service Period, or 3 years, unless otherwise stipulated by the Parties in a respective Order.

6.2.   Unless otherwise specified in the Order, to prevent automatic renewal of the Service, the Client or the Service Provider shall give written notice of non-renewal. The deadline for sending this notice of non-renewal shall be at least 90 calendar days before the end of the Service Period. In such case the rules of Exit Period shall be applied at the end of the Service Period.

6.3.   During the Service Period the Client may choose to cancel the Service early at its convenience by giving to Service Provider a written notice of early cancellation provided that, Service Provider will not provide any refunds of prepaid fees or unused Service Fees, and Client will promptly pay all unpaid Service Fees and eventual Extra Fees due through the end of the Service Period. The deadline for sending this notice of early cancellation shall be at least 90 calendar days before the date of early cancellation that shall clearly be stipulated in the notice of early cancellation. In such case the rules of Exit Period shall be applied from the date of early cancellation.

6.4.   Either Party shall be entitled to terminate this Agreement in writing with immediate effect if:
   c)   an essential provision of this Agreement is substantially breached by the other Party – in particular, if the Client fails to pay the Service Fee in whole or in part when due –, provided that the terminating Party sent a written demand to the breaching Party to perform contractually or eliminate the consequences of the breach, setting a deadline of at least 30 (thirty) days in such regard, and the breaching Party failed to comply;
   d)   the other Party ceases to carry on its business in whole or in relation to the Service without legal successor, or bankruptcy procedure or any other analogous procedure relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors has been initiated in regards to the other Party;
   e)   a statement of the other Party made in this Agreement as regards substantial circumstances of the legal relationship between the Parties is proved to be false, or the other Party deceived the terminating Party in terms of this Agreement by providing false data or withholding important data.

6.5.   If the Client fails to fulfil any of its payment obligations within 30 (thirty) calendar days of the due date, the Service Provider may, with the reservation of its right to terminate this Agreement in line with Clause 6.4.a), upon 5 days' prior notice provisionally suspend the Service until the day of the payment of the due obligation at the latest, or may restrict or terminate access.

6.6.   If the Client terminates the Order based on the provisions of Clause 6.4 above, Service Provider will refund within 30 calendar days any prepaid but unused Service Fees covering use of the Service after termination. If Service Provider terminates the Order is Agreement based on the provisions of Clause 6.4 above, the Client will within 30 calendar days pay all unpaid Service Fees due through the end of the Service Period. Service Fees are otherwise non-refundable.

6.7.   Upon the lapse of the Service Period, the Client's access to and use of the Service terminates. Nonetheless, the Service Provider may, upon the Client's request, provide access to the Client's Content for the Client to export them after the lapse of the Service Period, during the Exit Period. Unless requested otherwise by the Client, the Service Provider shall ensure the export of the Client's Content in machine readable form. Following the lapse of the Exit Period, the Client's Content will be deleted.

7. Intellectual Property

7.1. This Agreement provides non-exclusive, restricted access for the Client exclusively to the Services for the duration of the Service Period and the Client is not granted a license to any software by this Agreement or the Order. The Services or parts of it are protected by intellectual property laws, they belong to and are the property of Service Provider or Service Provider's licensors (if any), and Service Provider or Service Provider's licensors retain all ownership rights to these. Service Provider and Service Provider's licensors reserve all of its right, title and interest in and to the Services or parts of, including all of its related intellectual property rights and no intellectual property rights held by the Service Provider or its licensors will be transferred to the Client by the use of the Service, and no rights or claims of the Client will be generated in terms of the personal or economic rights held regarding the works under copyright or other rights. The Client shall bear exclusive liability for ensuring that the Users violate no intellectual property rights or interests in the course of gaining access to or using the Service.

7.2. The Client grants to Service Provider and its Affiliates without payment or attribution to the Client a perpetual, irrevocable, royalty-free, worldwide license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by the Client or Users relating to the operation of the Service.

8. Warranty and Limitation of Liability

8.1. The Service Provider shall warrant the usability of the Service in compliance with the specification of the Service as defined in the Order and that the Service is free from any known Defects and that Service Provider will not knowingly introduce any viruses or other forms of malicious code into the Service furthermore that the Service Provider will use industry standard practices designed to detect and protect the Service against any viruses, "Trojan horses", "worms", spyware, adware or other harmful code including as applicable scanning the Service for malware and other security vulnerabilities with up to date, industry standard scanning software or service prior to making the Service available to Client, and scanning the Service on a regular basis, at least once a year. The Service Provider shall be exempt from any obligation or liability arising from such warranty if the non-conformance is caused by or is based on improper use or use contrary to the intended purpose of the Service by the Users, or any modification of the Service by anyone other than Service Provider, or the combination of the Service with any hardware, software, equipment, or data not provided by Service Provider.

8.2. The Service Provider warrants that the services provided by the contributor involved in the performance who operates the public cloud as the platform of the Service shall be contractual, where such services are provided in compliance with the publicly accessible, relevant terms and conditions of service provision of the contributor as defined in Clause 3 of the Order.

8.3. The Service Provider shall be liable exclusively for damages arising from Defects attributable to the Service, however, neither Party shall be liable for any indirect, incidental, punitive or consequential damages, or any loss of profits, revenue, data or data use including interruption of use or loss or corruption of data or for any matter beyond its reasonable control.

8.4. Either Party's maximum liability for any damages arising out of or related to this Agreement, whether in contract or tort, or otherwise, shall be limited to the sum of the Service Fee paid by Client in the preceding 12 months under the present Agreement.

8.5. The Parties agree that the Service Provider's liability shall not cover damages beyond the above, for example but not exclusively, damages arising from Defects occurring due to the shortcomings of the procedures applied by the Client, negligence of the Client, damages attributable to the Client or the Client's Content, use of the Service contrary to the intended purpose thereof, the Client's lack of technical expertise that can be generally expected, non-compliance with the users' guide provided by Service Provider or the belated reporting of Defects detected by the Client.

8.6. The Parties also agree that the enforcement of the claim for damages shall be subject to a mandatory time limit of 1 (one) year of the occurrence of the events serving as the basis of the claim.

8.7. The limitations under Clause 8.4. shall not cover the damages related to the violation of intellectual property rights by the Client or the Users in terms of the Service, and the Client shall be liable for such damages without limitation, subject to the general time limit for claim enforcement.

9. Indemnification

9.1. The Parties agree that if a third person brings a claim against the Client on grounds that the Service provided to the Client violates patent right, copyrights or other intellectual property right, the Client shall notify the Service Provider in writing without delay but no later than within 3 (three) business days of the receipt of such claim. The claim intended to be enforced by the third person, as well as the grounds and amount thereof shall be indicated in the notification, and all data, documents and information available to the Client in relation to such claim shall be attached thereto.

9.2. The Client shall not be entitled to acknowledge the claims of third persons without the prior, expressed written consent of the Service Provider. If the Client fails to notify the Service Provider of a claim within the said deadline or acknowledges a claim of a third person without the prior, expressed written consent of the Service Provider, the Client shall lose its right to enforce any claims against the Service Provider in relation to the violation of warranty.

9.3. The Client shall not be entitled to demand from the Service Provider the reimbursement of any damages, costs or other claims arising from the breach of any of the Client's obligations under this Agreement in a manner attributable to the Client (particularly, but not exclusively, the belated notification of a claim and the violation of the provisions on cooperation).

9.4. The Client agrees to chain outsourcing as Service Provider undertakes full liability that the subcontractor will also fully comply with the obligations existing between the outsourcing institution (Client) and the outsourcing Service provider.

10. Confidentiality

10.1. The Parties shall handle the information they gain access to in the course of the performance of this Agreement as business secrets and keep them confidential without a time limit and shall bear liability for all damages arising demonstrably from the breach of confidentiality obligations by the concerned Party. The confidentiality obligations shall also cover the methods applied by each Party.

10.2. All facts, information, solutions or data related to the economic activity of the Parties, whose disclosure, or accessibility or use by unauthorised persons would violate or jeopardize the monetary, economic or business interests of the rightsholder shall qualify as business secrets.

10.3. The Party becoming aware of the business secret of the other Party may only use such information in the course of and for the performance of this Agreement, and may not communicate it to third persons, disclose, copy or reproduce it without the prior written consent of the other Party.

10.4. The confidentiality obligation of the Parties under this Clause shall cover all employees, members, executive officers and subcontractors of the Parties who can or may gain access to or become aware of any business secret. The Parties shall be liable for the actions of the said persons.

10.5. Both Parties shall inform their concerned employees and, where applicable, subcontractors of the obligations under this Agreement, and both Parties shall bear full liability for the fulfilment of such obligation in terms of their employees and concerned subcontractors.

10.6. The parties agree that, without a limitation in time, they shall protect the business secrets of the other Party as their own business secrets. All documentations, including any copies on any data carriers, accepted under this Agreement that contains confidential business secrets held by the other Party shall be returned or destroyed, depending on the request of the rightholder upon the performance of the Service under this Agreement or upon termination of the present Agreement.

10.7. The Client shall be liable for ensuring that all confidential information related to the access to the Service (passwords, etc.) are kept by the Client and by its employees and contributors. The Client shall inform the service Provider without delay if it can be suspected that unauthorised persons gained access such information or other unauthorised activity was carried out.

10.8. The confidentiality obligation under the present Clause shall not cover to the information that:
   a) have lawfully become part of the publicly disclosed information at the time of the disclosure or thereafter, due to a source other than the receiving Party,
   b) was disclosed to the receiving Party by a third party (who was not bound by confidentiality obligation) subsequently, and where such disclosure does not entail confidentiality obligation in terms of the receiving Party,
   c) have been lawfully known to the receiving Party at the time of the disclosure.
   d) is disclosed in compliance with any applicable law or court order

10.9. The lawful communication of any information to the subcontractors and other contributors involved by the Service Provider in the performance of the Agreement and approved by the Client shall not qualify as a breach of the confidentiality obligation.

10.10. The Parties shall be bound by the confidentiality obligation and be liable for the consequences of the violation thereof without a limitation in time, as long as the concerned secret or its subject matter is not publicly disclosed in a lawful manner that is not attributable to the concerned Party.

11. Data Protection

11.1. In the course of the performance of this Agreement, the Service Provider (as data processor) carries out data processing in terms of the personal data of the Users on behalf and based on the instructions of the Client. As required by the legal regulations, the Client and the Service Provider shall conclude a separate data processing agreement as regards the detailed terms and conditions of the data processing. Service Provider will maintain commercially appropriate administrative, physical, and technical safeguards, including security measures to protect personal data as described in the data processing agreement,

11.2. To the extent that this Agreement requires Service Provider to receive, handle, process, store or transmit the Client's Content, the Service Provider will:
   a) Not use the Client's Content for its own purposes and use the Client's Content only to the extent necessary to provide the Services,
   b) Not disclose the Client's Content to any other person or allow access by any other person (including anyone within the Service Provider's own organisation) other than to its personnel strictly necessary for the proper performance of the Service Provider's obligations under this Agreement and, in all cases, ensure that, to the extent Client's Content contains personal information, all such personnel comply with the XXX and do not use or disclose the Client's personal information, in a manner not authorised by the Client,
   c) Keep the Client's Content (including any backup archives of Client's Content) in the possession or control of Service Provider and secure, managed and protected in accordance with ISO/IEC 27001:2013, or SOC2 or equivalent,
   d) Provide an annual certification of compliance with ISO/IEC 27001:2013, or SOC2, or equivalent, including (where agreed) a copy of penetration testing,
   e) Undertake penetration testing, at least once a year,
   f) Process the Client's Content in accordance with any applicable laws or to the extent expressly authorised by the Client,
   g) Take all reasonable steps to ensure the reliability and integrity of the personnel who have authorised access to the Client's Content,
   h) Unless otherwise required by law, securely dispose of or return the Client's Content, once it is no longer required for the Services,
   i) Securely back-up the Client's Content in accordance with Industry Best Practice,
   j) Unless otherwise agreed, ensure that all software and systems deployed in the delivery of the Services meet Industry Best Practice in relation to the encryption systems, anti-virus, patches, updates and upgrades for security purposes,
   k) Advise the Client immediately should there be any actual or potential data security breach.
   l) Provide the Client with all necessary information relating to the Service Provider hosting, including:
   a. Hosting service provider
   b. Application architecture details
   c. Hosting jurisdiction.

11.3. In case required by Client, the Service Provider will store customer data in a specific location or geographical region as defined in the Order as part of the Service.

11.4. Notwithstanding to 11.2 the Service Provider shall be entitled, without the separate permission of the Client, to store and use all data that it gained access to in the course of this Agreement, which could not be linked to the natural persons (data subjects) neither directly, nor indirectly at the time when the Service Provider gained access to them, i.e., that had been separated from the data subjects so that the link cannot be restored, and all data that form a set from which no data can be separated or linked to any natural persons. On the basis of the present Clause, the Service Provider may use, in particular, statistical and other information related to the use or operation of the Service in an aggregated form for activity management, statistical analysis, machine learning, and for research and development purposes, noting that such analyses

do not qualify as personal data. The holder of the intellectual property rights in terms of such information and analyses shall be the Service Provider exclusively.

12.   Force Majeure

12.1.   Force majeure events shall be unavoidable events occurring irrespective of the will, acts and person of the Parties, such as wars, civil uprisings, explosions, strikes, natural disasters or other unavoidable external circumstances (particularly malfunctions arising from the lack of public utility services or defects of the telecommunications network or Internet service provider failure or delay or cloud provider failure, or denial of service attack), which substantially hinder or frustrate, in terms of the Present Agreement, the contractual fulfilment of the Parties' obligations arising from this Agreement, provided that such circumstances occur after the conclusion of this Agreement or, or they had occurred before the conclusion of this Agreement, but the impacts affecting the performance of this Agreement had not been foreseeable that time.

12.2.   The Party who is not capable of performance according to the Agreement due to force majeure events, shall be exempt from the consequences of the breach of Agreement arising from the force majeure events for the duration of such events, if the concerned Party fulfilled its notification obligations prescribed under Clause 12.3.

12.3.   The Party concerned by the force majeure events shall, as soon as possible, indicate the commencement, nature, expected effects in terms of this Agreement, and, if possible, the expected end of such events in the written notification sent to the other Party without delay.

12.4.   The occurrence of a force majeure event shall not in itself exempt the notifying Party from the fulfilment of its obligations under this Agreement which have been due prior to the occurrence of the force majeure event or the fulfilment of which was not affected by the force majeure event.

12.5.   If a force majeure event would cause a delay longer than 30 (thirty) days in the performance of this Agreement, the Parties shall initiate negotiations of the amendments of the Agreement that may become necessary. If such negotiations fail to succeed within 30 (thirty) days, either Party shall be entitled to terminate this Agreement in writing with 15 days' notice period.

12.6.   The Parties agree that COVID 19 pandemic is mutually considered a force majeure situation for which the following special rules are laid down. Parties agree that a pandemic may affect each Party to different degrees, with different effects on performance at different times. However, the parties agree that if the performance of either party would be hindered by the pandemic or the governmental measures, the time limit for performance is automatically extended and any costs are borne by the parties themselves.

13.   Authority Requirements

13.1.   In view of the requirements regarding the cloud outsourcing set out by the competent authority supervising the Client as a financial institution, the Service Provider undertakes:
a)   to provide to the Client, to any third party appointed for that purpose by the Client and to the Client's statutory auditor full access to its business premises (head offices and operations centres), including the full range of devices, systems, networks and data used for providing the services outsourced (right of access);
b)   to confer to the Client, to any third party appointed for that purpose by the Client and to the Client's statutory auditor, unrestricted rights of inspection and auditing related to the outsourced services (right of audit);
c)   to provide to the competent authority supervising the Client (or any third party appointed for that purpose by that authority) full access to the Service Provider's business premises (head offices and operations centres), including the full range of devices, systems, networks and data used for providing the services to the Client (right of access);
d)   to confer to the competent authority supervising the Client (or any third party appointed for that purpose by that authority) unrestricted rights of inspection and auditing related to the outsourced services (right of audit).

13.2.   The party intending to exercise its right of access (Client, competent authority, auditor or third party acting for the Client or the competent authority) should before a planned onsite visit provide notice in a reasonable time period of the onsite visit to a relevant business premise, unless an early prior notification has not been possible due to an emergency or crisis situation.

13.3. The Service Provider is required to fully cooperate with the appropriate competent authorities, as well as the Client and its auditor, in connection with the onsite visit. Any potential cost and effort required from the Service Provider in relation to such onsite visit/audit shall be borne by the Client.

14. Entire Agreement

14.1. By the execution of the Order and, thereby, the acceptance of the provisions of this Agreement, all oral or written agreements, correspondence, written communication, particularly, but not exclusively, all memoranda of understanding and drafts generated by and between the Parties in connection with the subject matter of this Agreement shall lose effect and become invalid. The Parties stipulate that this Agreement encompasses all rights and obligations related to their legal relationship in terms of the Service, and that they have not concluded any oral or other ancillary agreements.

15. Notifications

15.1. The Parties shall send all notifications related to this Agreement to one another in writing.

15.2. The notifications shall be served s, personally or via courier to the address of the other Party indicated in this Agreement or indicated by the other Party no less than 5 (five) business days in advance.

15.3. Notifications shall be deemed served (a) in the case of personal service or service via courier (i) when handed over to the addressee, or (ii) if acceptance is refused by the addressee, or in any other case, on the day of the unsuccessful attempt of service, (b) in the case of service by post as registered mail with return receipt (i) on the day of receipt if the addressee accepted the consignment, or (ii)on the 5th (fifth) day after the first unsuccessful attempt of service if the consignment is sent back by the postal service provider with the indication „unclaimed", or (iii) on the 5th (fifth) day after dispatch in any other case (particularly if the consignment is sent back by the postal service provider with the indication "acceptance rejected", "addressee unknown" or "moved to unknown location").

15.4. As regards notifications related to the performance of this Agreement, communication via email shall be deemed by the Parties as communication in writing. Notifications sent via email shall be deemed served on the day after sending the email unless a delivery failure notice is sent by the email service provider.

15.5. All communication under this Agreement shall be in English.

16. Reference

16.1. Client expressly agrees that the Service Provider may use the data and information related to the subject matter of this Agreement, the Service and additional services provided, with indicating the identity of the Client, in the course of its marketing activities, in particular within the scope and means indicated hereunder only with the prior written consent of the Client, that can't unreasonably be withhold or delayed.

16.2. Based on the above, after the establishment of the legal relationship, the Service Provider is entitled to use and display in its printed and electronic marketing communication surfaces and press materials the fact and subject matter of the contractual relationship between the Parties, the Client's logo and the recommendations, quotes or other evaluations of the person representing the Client, along with a photo of the representative concerned.

16.3. In case of contractual performance, the Service Provider is also entitled to publish information on the fact of the performance on the above marketing surfaces, as well as to demonstrate the details of the performance in a case study – presenting in particular the Client and the industry concerned, the Client's expectations and needs, the performance, execution, and the results achieved, the evaluations of the Client and the afterlife of the provided business solution after the performance. The Service Provider is also entitled to prepare and submit the materials for professional competitions for which the Parties jointly register, and to use the results of the competition through the above-mentioned marketing communication tools.

16.4. The Service Provider shall notify the Client in advance about its intention to use any marketing tools specified above. The Client may inform the Service Provider in writing immediately but at latest within 10 working days of the receipt of the notification, if the application of the marketing tool, its method or its content would violate its business secrets or legitimate business interests or would define untrue statements.

16.5. Even in this case the Client shall not require the Service Provider to completely refrain from the application of the marketing tool or content concerned, but the Client shall make a proposal and initiate consultations with the Service Provider to elaborate such a tool, method and content that is free from infringement of any of its

rights or interests or from untrue statements. However, if the approval of the Client is unreasonably withheld or delayed, Service Provider may use the statement that the Service is used by the Client.

16.6. If the Client transfers any personal data (e.g. a photograph of a representative) to the Service Provider in connection to the content of the above marketing tools, the Client is obliged in all cases to ensure and is solely responsible for the lawfulness of the acquisition, processing and transmission of the personal data concerned, and for the appropriate prior information of the data subject, which circumstances the Client shall particularly prove at the Service Provider's request.

17. Dispute Resolution

17.1. This Agreement shall be governed by the laws of Hungary. As for issues not dealt with in this Agreement, the provisions of the Civil Code of Hungary shall be governing.

17.2. The Parties shall primarily attempt to resolve any disputes arising from this Agreement out of court, amicably. If such attempt fails, in the event of any dispute arising from or in connection with the present Agreement, so especially with its breach, termination, validity or interpretation, the Parties agree to submit the matter, after a separate informational notification for attention, to the exclusive decision of the courts in Hungary.

18. Assignment

18.1. The Client will not assign or transfer this Agreement or the Order without prior written consent of Service Provider, except that the Client may assign this Agreement or the Order to its Affiliates or to a successor by reason of merger, acquisition, consolidation, provided that the Client is the surviving entity of such merger, acquisition, consolidation. For the avoidance of doubt, if the Client is the surviving entity of such merger, acquisition, and/or consolidation, but the Client's name changes as a result of such merger, acquisition, and/or consolidation, the Client's rights hereunder shall be unaffected. In the event the Client is reorganized into several separate legal entities, the Client, as a surviving legal entity from such reorganization or if the reorganization will be finished with the termination of the Client as business entity, only that legal entity which continues the business of the Client, shall continue to have the right to use the Service. Service Provider agrees to allow the other separate legal entities resulting from such reorganization, which then shall no longer be affiliates of the Client, to continue to have access to and use the Service, for a period not to exceed the six (6) months immediately following such reorganization, subject to each legal entity entering into a separate Order with Service Provider and additionally subject to the Client and its successors' continued payment to Service Provider of the Service Fee under their specific Orders for Client operations and for the separate operations of the separate legal entities.

18.2. Service Provider may assign this Agreement or the Order to any of its Affiliates or in the event of merger, acquisition, consolidation, reorganization, sale of all or substantially all of Service Provider's assets, or change of control.

19. Insurance

19.1. The Service Provider will take out and maintain insurance for the term of the Service Period cover with a reputable insurance provider as would be prudent for persons engaged in business similar to the Service Provider and will include insurance in respect of professional indemnity, public liability and any other insurance required by law.

19.2. The Service Provider will provide reasonable evidence of its insurance cover at the Client's reasonable request.

20. Hosting Step-In

20.1. Transfer notices for accounts at the Public Cloud Provider
Transfer of accounts at the Public Cloud Provider happens according to the standard terms of the Public Cloud Provider defined in Section 3 of the Order and by the Client providing the Public Cloud Provider with a Completed Transfer Notice

20.2. Step in events
The Client may provide a Completed Transfer Notice to the Public Cloud Provider only in the following circumstances:

a) the Service Provider undergoes any form of insolvency event (including if the Service Provider has a receiver, administrator, liquidator or similar appointed to the whole or any substantial part of its assets or if an order is made or a resolution passed for its winding up which is not revoked within 30 calendar days); or

b) if this Agreement is disclaimed or rejected by a receiver, liquidator or similar official representing the Service Provider.

20.3. The Client responsible for environment during step in

Where the Client provides a Completed Transfer Notice to the Public Cloud Provider in accordance with this Clause 20 the Service Provider will provide the Client with all co-operation reasonably requested by the Client for the purpose of enabling the Client to take over the support and operation of the public cloud environments used to provide the hosting Services to the Client. From the time an account at the Public Cloud Provider is transferred from the Service Provider to the Client as a result of the Client providing a Completed Transfer Notice to the Public Cloud Provider ("Step In"), the Service Provider will not be liable to the Client for any failure to perform the hosting Services in relation to any environments affected by the transfer, to the extent the failure is due to the Client's actions, or any act or omission by the Public Cloud Provider, in respect of those environments. However, this clause b) will not apply to any failure of the Service Provider after an account at the Public Cloud Provider is transferred back to the Service Provider as contemplated by clause 20.4.

20.4. Step out

Whenever Step In occurs, the Client will do all things reasonably required for the purpose of transferring the account back to the Service Provider if:

a) the grounds entitling the Client to provide the Completed Transfer Notice to the Public Cloud Provider under clause 20.3 have been addressed to the Client's reasonable satisfaction; or

b) it is determined under clause 17 that the Client was not entitled to provide the Completed Transfer Notice to the Public Cloud Provider.

20.5. Additional materials in environment

Unless clause a) or b) apply or the Client was not entitled to provide a Completed Transfer Notice under clause 20.2, from the time Step In occurs until the time the Client ceases to have any rights to use the Service under this Agreement, the Service Provider grants the Client a limited, non-transferable, royalty-free licence to use any software and other materials held in the account at the Public Cloud Provider, solely for the purpose of enabling the Client (and any contractors and service providers nominated by the Client) to take over the provision of the hosting Services for the duration of the Step In.

20.6. Obligations of the Client

The Client shall

a) not use or disclose any Completed Transfer Notice except as permitted by this clause 20 and will implement reasonable security safeguards in accordance with good industry practice for the purpose of protecting the Completed Transfer Notices against unauthorised use, disclosure, and access.

b) limit access to the account at the Public Cloud Provider to those of its Employees who either have a need to know or who are directly engaged in the maintenance and/or enhancement of the Service;

c) not assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the account at the Public Cloud Provider in any way whatsoever nor use the same on behalf of or for the benefit of any other party without the prior written consent of the Service Provider;

d) without prejudice to the generality of the foregoing take all such other steps as will from time to time be reasonably necessary to protect the confidential information and intellectual property rights of the Service Provider in the Service and to ensure the compliance with the provisions of this Clause 20 by its Employees.

21. Miscellaneous Provisions

21.1. The full or partial invalidity of any provisions of this Agreement shall not lead to the invalidity of the remaining provisions or the remaining part of the given provision, which remaining provisions or parts shall remain fully valid unless the Parties would not have concluded the Agreement without the invalid part.

21.2. The Parties agree not to solicit any of the other Party's employees so as to affect the discontinuance of said employee's employment or relationship with the other Party throughout the term of this Agreement and for a period of 2 years thereafter unless agreed otherwise by the Parties with joint consent in writing. Parties

stipulate that in case of breach of the present provisions a liquidated damage of 6 months gross salary of the involved employee shall be paid to other Party, but at least 50.000 ==EUR/USD==.

21.3.   The Parties expressly waive, in the scope allowed under the law, their right to enforce any claims for damages or other claims against the executive officers of the Parties in relation to this Agreement. Such executive officers may directly rely on limitation of liability prescribed in the present Clause.

21.4.   In the event of a conflict or discrepancy between the terms of the present Agreement and an Order, the terms of the Order will prevail, but only as to that Order.

21.5.   This Agreement is executed by the duly authorized representatives of the Parties.

In the name and on behalf of the Client	**In the name and on behalf of the Service Provider**
Place and Date	Place and Date:
Name	Name
Position	Position
Name	
Position	