These General terms and conditions regulate the conditions of the use of the sensenet Software as a Service and the rights and obligations of the Parties related to the sensenet Software as a Service.

This Software as a Service (SaaS) Agreement (the “Agreement”) is by and between the Sense/Net Inc., incorporated in Hungary, located at H-1117 Budapest, Inforpark sétány 1. Building I, 5th floor, door 5, registered by the Metropolitan Company Court of Budapest under the registration number of 01-10-046440 with the VAT number of 14859034-2-43 and European Community VAT number of HU14859034 (hereinafter referred to as: Provider) and the Customer as listed in the Purchase Order to which these terms are attached or in which these terms are incorporated by reference and in the registration process.

This Agreement applies to all sensenet software as a service (SaaS) solutions (including but not limited to Software) and any other related services that Provider may provide to the Customer in connection with the Software and as part of the Services.

1. DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>This general terms and conditions (GTC) together with the Purchase Order and all and any attachments of them.</td>
</tr>
<tr>
<td>API</td>
<td>Application Programming Interface.</td>
</tr>
<tr>
<td>Authorised user</td>
<td>All persons authorised by the Customer to access and use the Services through Customer’s account under the Agreement.</td>
</tr>
<tr>
<td>Business day</td>
<td>A day other than a Saturday, Sunday, or other day on which commercial banks in Hungary are authorized or required by Law to be closed for business.</td>
</tr>
<tr>
<td>Business hours</td>
<td>9am - 5pm CET on Business days.</td>
</tr>
<tr>
<td>Content</td>
<td>Any type of content, including but not limited to documents, tasks, users, projects, system configuration files or data.</td>
</tr>
<tr>
<td>Content Repository</td>
<td>The storage layer of the Services that stores the Customer’s data and provides a unified service layer to perform content management tasks. The Content Repository is created, hosted and supported by the Provider.</td>
</tr>
<tr>
<td>Customer Application</td>
<td>The Customer’s web, desktop, mobile or smart watch development and application which uses the content of the connected Content Repository through API calls.</td>
</tr>
<tr>
<td>Customer</td>
<td>The private person or legal entity entered into the Agreement with the Provider and using the Services under the Agreement.</td>
</tr>
<tr>
<td>Customer data</td>
<td>Any and all information, business or personal data, materials, works, expressions, or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted, or otherwise stored and/or managed by or on behalf of Customer or any Authorized User by or through the Services, or (b) received by Provider in the Services for Customer or any Authorized User pursuant to the Agreement or any Purchase Order or at the written request or instruction of Customer or such Authorized User. All output, copies, reproductions,</td>
</tr>
<tr>
<td>Terms</td>
<td>Description</td>
</tr>
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<td>-----------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any Customer Data are themselves also Customer Data. For the avoidance of doubt, Customer Data includes all User Data and Personal Information.</td>
<td></td>
</tr>
<tr>
<td>Documentation</td>
<td>All documentation relating to the Services available on the Website, including all concepts, development documentation, Admin UI documentation, API Reference, user manuals, operating manuals, and other instructions, specifications, documents, and materials, in any form or media, that describe any component, feature, requirement, or other aspect of the Services, including any functionality, testing, operation, or use thereof.</td>
</tr>
<tr>
<td>Effective Date</td>
<td>The starting date of the Services which is the date of registration for the Services. In case of Enterprise Subscription Plan the date specified in the Enterprise Purchase Order. If the Enterprise Purchase Order does not contain this date, then the date of acceptance of the Enterprise Purchase Order by the Provider.</td>
</tr>
<tr>
<td>Fee</td>
<td>Fee payable by the Customer for the Services as indicated in the Subscription Plans or in case of Enterprise Subscription Plan, in the Enterprise Purchase Order.</td>
</tr>
<tr>
<td>GitHub</td>
<td>An online accessible, open source version control system and repository where the Software Source Code is accessible from: <a href="https://github.com/SenseNet/sensenet/releases">https://github.com/SenseNet/sensenet/releases</a>.</td>
</tr>
<tr>
<td>GTC</td>
<td>These general terms and conditions on the Services.</td>
</tr>
<tr>
<td>Intellectual Property Rights</td>
<td>Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection, in any part of the world related to the Services.</td>
</tr>
<tr>
<td>Law</td>
<td>Law of Hungary.</td>
</tr>
<tr>
<td>Subscription Plans</td>
<td>Subscription Plans define the type, level and number of Services the Customer is entitled to use based on the Purchase Order. The available Subscription Plans and their fees are defined in Schedule 2 of this GTC.</td>
</tr>
<tr>
<td>Provider</td>
<td>Sense/Net Inc., incorporated in Hungary, located at H-1117 Budapest, Inforpark sétány 1. Building I, 5th floor, door 5, registered by the Metropolitan Company Court of Budapest under the registration number of 01-10-046440 with the VAT number of 14859034-2-43 and European Community VAT number of HU14859034.</td>
</tr>
<tr>
<td>Provider Material</td>
<td>Any Documentation, user guides and/or other similar materials, and images, animations, videos provided by Provider to Customer in connection with the Customer’s use of the Services.</td>
</tr>
<tr>
<td>Purchase Order</td>
<td>Enterprise Purchase Order and FB Purchase Order together.</td>
</tr>
<tr>
<td>Enterprise Purchase Order</td>
<td>Customer’s order for the Enterprise Subscription Plan in which the Parties can agree on the Services with individual conditions based on the template in Schedule 1.</td>
</tr>
</tbody>
</table>
**FB Purchase Order**
Customer’s order for the Free and Business Subscription Plan which is available online as an online form on the Website and can be filled in during the online registration/upgrade process.

**Services**
Sensenet SaaS Services provided, developed, operated, maintained by the Provider in Software as a Service model under this Agreement. Sensenet SaaS Services are content services platform (CSP) for developers and development companies, which is a headless content management system (CMS) with which Customers are able to create, store, organise and publish any type of content.

**Admin User Interface (Admin UI)**
admin.sensenet.com: a single page application built on the top of the Services for common content management tasks. It is an administration interface for different types of User jobs providing tools from simple content editing tasks till content type editing or system configurations. All types of Content could be managed on a unified user interface helping the Customer feel familiar with every part of the system immediately.

The admin surface: a client that uses the same Rest API just like the Customer’s own custom application. Therefore, the Customer could replicate the functionality that app provides by making simple API calls, so it could help the Customer to connect the Content Repository with third-party systems.

**SLA**
Service Level Agreement for the Services as defined in the Agreement.

**Software**
All software has been or to be developed by the Provider and provided as part of the Services.

**Source Code**
The human readable source code of the Software in the Services to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer having ordinary skill in such programming language to understand, build, operate, support, maintain, and develop modifications, upgrades, updates, adaptations, enhancements, new versions, and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

**Special Services**
Services provided by the Provider to Customer which do not belong to the Services and do not belong to the scope of the Agreement, and which the Customer pays extra fee and which include but not limited to any software development related to or independent of the Software, implementation, consultation services, customisation of the Services or the Software or any part of it, training services.

**Subscription**
The user subscriptions purchased by the Customer pursuant to the Purchase Order which entitle Authorised Users to access and use the Services and the Documentation in accordance with the Agreement.

**Support Services**
Maintenance, troubleshooting and other support services provided by the Provider related to the Services, the System and the Software as defined in this GTC and in the Purchase Order.
<table>
<thead>
<tr>
<th>Term</th>
<th>The term of the Agreement is indefinite, and calculated from the Effective date. In case of Enterprise Subscription Plan the Parties can agree on definite term in the Enterprise Purchase Order.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Virus</td>
<td>Any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.</td>
</tr>
<tr>
<td>Website</td>
<td>The website under the URL <a href="http://www.sensenet.com">www.sensenet.com</a>, operated by the Provider.</td>
</tr>
</tbody>
</table>

**SUBJECT OF THE AGREEMENT, SERVICES**

2. Throughout the Term and at all times in connection with its actual or required performance under this Agreement, Provider shall, in accordance with all terms and conditions set forth in this Agreement and in Purchase Order, provide to Customer and its Authorized Users the Services pursuant to the Subscription Plan chosen by Customer during the registration or upgrade process in FB Purchase Order or in case of Enterprise Subscription Plan in the Enterprise Purchase Order (“Services”).

   Services in all Subscription Plans includes the following services:

   a) the hosting, management, and operation of the Software and other services for remote electronic access and use by the Customer and its Authorized Users as described in Subscription Plans and/or Purchase Orders and/or any other agreements specifically referencing or incorporating this Agreement, and made a part of this Agreement;

   b) Service maintenance and the Support Services with the SLA as set forth in the Agreement and/or in Purchase Order; and

   c) such other services as may be specified in the Agreement and/or in Purchase Order.

3. Purchase Orders will be effective only when ordered by Customer and accepted by Provider. Any modifications or changes to the agreed Services will be effective only if Parties agree on it.

4. If the Purchase Order differs from this GTC, the provisions of the Purchase Order shall apply. In any questions not regulated by the Purchase Order, the present GTC shall apply.

5. Subject to the Customer’s Purchase Order and the other terms and conditions of this GTC, the Provider hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Term.
6. By registering for the Services under this GTC, the Customer thereto accept this GTC as legally binding over it.

7. Customer recognises that it is only eligible to use the Software and the Services, if it has accepted this GTC as legally binding over it.

FORM OF THE AGREEMENT

8. Parties agree that they conclude the Agreement in writing via online registration process.

9. Provider informs Customer, that if the Agreement under the effect of this GTC is concluded in electronic format, it shall be held as being in written form.

Provider informs the Customer concerning this case moreover of the following:

a) This GTC, the Services chosen and agreed during the online registration/upgrade process and the Purchase Order are stored electronically by the Provider.

b) The electronic contracts created and stored as above are sent electronically to the Customer via e-mail.

c) Any errors or typos in the Purchase Order or in the registration/upgrade process may be remedied or amended by the Customer at any time prior to making their formal contractual statement and thus the finalising of their registration/upgrade and/or Purchase Order, by being able to go back and revert, change or amend any data input before the finalising of the registration/upgrade and Purchase Order.

d) The acceptance of this GTC is done via online registration for the Services. In case of Enterprise Subscription Plan with individual contractual conditions the Customer shall send the Enterprise Purchase Order to the Provider’s e-mail address indicated in Schedule 3. By registering for the Services online the contractual relationship between the Parties is created for the Free Subscription Plan with the contents and provisions as per the ones laid out in this GTC and the Customer can upgrade the Services to Business Subscription Plan in the online upgrade process, for Enterprise Subscription Plan with an Enterprise Purchase Order. Upgrading Subscription Plan from Free Subscription Plan to Business or Enterprise Subscription Plan shall entail an obligation to pay Fees on behalf of the Customer.

e) The Provider shall send confirmation to the Customer in no more than 48 hours from the contracting procedure having concluded, which confirmation shall contain the link of the GTC, the agreed Services and/or Purchase Order where the Customer can reach it.

TERM AND TERMINATION

Term

10. The term of this Agreement (the “Term”) shall commence on the Effective Date and continue for indefinite period of time.

Termination for Cause
11. Either party may terminate by written notice of termination to the other party effective as of the date specified in such notice or if the notice does not contain the effective date of the termination, with immediate effect:

   a) this Agreement, if the other party materially breaches this Agreement; or
   b) any Purchase Order, if the other party materially breaches that Purchase Order,

in each case provided that such breach cannot be cured or being capable of cure, remains uncured 15 days after the breaching party receives written notice thereof.

For this Agreement, material breach of contract means the following:

On the side of Provider exclusively:
- breaching confidentiality
- infringing the legal provisions on privacy, data protection, data security.

On the side of the Customer in particular but not limited to:
- in case of Business and Enterprise Subscription Plans more than 30 days delay in payment
- not ensuring the sufficient hardware and software environment as stipulated herein
- infringing the restriction and license on the use of the System and the Software herein
- infringing the Intellectual Property rights of the Provider
- infringing its obligations herein.

On the side of both Parties, if the other Party:
- is dissolved or liquidated or takes any corporate action for such purpose;
- becomes insolvent or is generally unable to pay, or fails to pay its debts as they become due;
- files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, if such proceeding is not fully stayed within 7 Business Days or is not dismissed or vacated within 45 days after filing;
- makes or seeks to make a general assignment for the benefit of its creditors; or
- applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
- ceases operation without a successor.

Parties agree that the Customer is not entitled to rescind the present Agreement or any Purchase Order for any reason.

In case of Business and Enterprise Subscription Plans if the Customer is in delay in payment for more than 3 Business days, the provider is entitled to downgrade the Subscription Plan to Free Subscription Plan if downgrade is possible. The Provider informs the Customer about downgrade via e-mail.

In case of Free Subscription Plan termination of the Purchase Order means termination of the Agreement.

If the Customer terminates the Agreement or the Purchase Order for cause with immediate effect because of the material breach of contract of the Provider, the Provider shall return the
respective payments of the services not yet provided but paid however to the Customer. If the Provider terminates the Agreement or the Purchase Order for cause because of material breach of contract of the Customer, the Customer is not entitled to claim back any payment already made.

**Termination for Convenience**

12. At any time without cause and without causing any breach or incurring any additional obligation, liability or penalty, the Customer may terminate this Agreement or any Purchase Order by clicking a dedicated button on the user profile page. In this case the Customer is entitled to terminate the Agreement or the Purchase Order for convenience only for the last day of the given payment period. It means that if the Customer shall pay the Fee monthly (monthly payment period), the Agreement or the Purchase Order will be terminated only on the last day of the month covered by the given monthly payment. In case of annual payment period, the Agreement can be terminated by the Customer only for the last day of the one-year period covered by the annual payment.

The Provider is entitled to terminate the Agreement or any Purchase Order for convenience in any time with at least 15 days long notice period via e-mail or in any other written form. In this case the Provider shall return the respective payments of the services not yet provided but paid however to the Customer.

In case of Free Subscription Plan, the Parties are entitled to terminate the Agreement at any time with immediate effect.

In case the Customer has only a Free Subscription Plan, termination of the Purchase Order means termination of the Agreement.

**Termination because of inactivity**

13. In case of Free Subscription Plan the Provider sends a warning letter to the Customer in e-mail if the account of the Customer is inactive for more than 30 days, i.e. if the Customer does not enter into the Services or if the Provider does not receive any request to the Content Repository in the Services for 30 consecutive days. After this warning letter the Provider is entitled to terminate the Agreement in writing (including via e-mail) if the Customer is still inactive for additional 10 consecutive days after sending the warning letter.

**Consequences of termination**

14. Upon termination of this Agreement, Provider shall discontinue Customer’s access to the System and Customer shall cease all use of the System and delete, destroy, or return all copies of the Software and Documentation in its possession or control.

15. The following provisions will survive termination or expiration of this Agreement:
   a) any obligation of Customer to pay the Fees (unless the termination is by Customer for cause)
   b) Provisions on IP rights, Confidentiality, Warranties, Indemnification, Limitation of liability, publicity and any other provisions of this Agreement that must survive to fulfil its essential purpose.
16. In cases of mutually agreed termination and unilateral terminations, the Agreement is terminated pro futuro with the Parties not obligated to offer any further services.

17. In any case where this Agreement is terminated, the Parties hereto shall settle their accounts with one another in no more than 30 days from the time of termination.

18. The expiration or termination of this Agreement will terminate any Purchase Order that is then in effect and not otherwise expressly terminated. However, termination or expiration of any Purchase Order will not terminate the Agreement, only the respective Purchase Order will be terminated.

19. In addition, unless otherwise expressly provided in this Agreement or the applicable Purchase Order upon and after the termination or expiration of this Agreement or the Payment Orders for any or no reason:

   a) subject to the continuing rights, licenses, and obligations of either party under this Agreement, all licenses granted hereunder will immediately terminate and the respective parties shall cease all activities concerning, including in the case of Customer, all use of, the expired or terminated Services and related Provider Materials, and, in the case of Provider, the Customer Data.

   b) Customer shall pay to Provider all Fees and amount due and payable to Provider, if any, for Services actually performed under the terminated or expired Payment Order.

   c) In case of Business and Enterprise Subscription Plans the Provider shall make the Customer data and Content available for downloading and exporting for Customer, and the Customer is entitled to download and erase its Customer data, Content and Customer’s Confidential Information from the Services within 30 days from the day of termination of the Agreement.

      The Customer will be able to download and export its Customer data in a file structure defined by the Provider from the System.

      The Provider shall assist Customer and any of Customer’s designees in downloading, exporting such Customer Data to the Customer Systems in Provider’s data format and a platform-agnostic format.

      After the expiration of this 30 days long downloading deadline, irrespectively whether the Customer has downloaded and exported its Customer data and Content from the Services, the Provider shall erase Customer’s all Customer data and Content stored or otherwise processed in the Services from all systems including from the backup within 5 Business days and shall provide a written statement to Customer certifying that it has complied with the requirements of the Agreement. After this deadline Provider does not store or process any Customer data and Content from the Customer.

      Notwithstanding any provisions of this Agreement or any Purchase Order to the contrary, the Provider shall not be required to return, destroy, or erase any Customer’s Confidential Information to the extent that any applicable Law prevents it from doing so, in which case the Provider shall retain, in its then current state, all such Confidential Information then within its right of control or possession in accordance with the confidentiality, security, and other
requirements of this Agreement and perform its obligations under this Section 19(d) as soon as such Law no longer prevents it from doing so.

In case of Free Subscription Plan the Provider erase all Customer data and Content from the Services on the day of termination of the Agreement and inform the Customer in e-mail about the erasure.

In case of termination of all Purchase Orders of the Customer, the account of the Customer will not be automatically deleted, either of the Parties is entitled to delete his/her account at any time.

RIGHTS AND OBLIGATIONS OF THE PARTIES

CUSTOMER’S RIGHTS AND OBLIGATIONS

20. The Customer is solely responsible to ensure that its Customer Applications meet the requirements indicated in the Documentation provided by the Provider. Furthermore, the Customer is solely liable for and hereby represents and warrants that its Customer Applications do not infringe third party’s rights and legal interests and that they are fully compliant with the Law.

21. Customer is able to access the Service through and after registration on the registration page and through admin UI. During the registration the Customer shall enter the following data of the Authorised Users:

a) e-mail address
b) password

Customer can register to the Service via social media account as well (e.g.: Google, GitHub).

In case of upgrade to Business or Enterprise Subscription Plan, the Customer shall enter the following data of the Customer during the upgrade process in the profile page:

a) Billing data:
   a. Billing name
   b. Email address
   c. Address
   d. Postal code
   e. City
   f. Country
   g. TAX number

After creating the repository, the Authorised User will be administrator by default.

Administrator role has a full access to the Services.

The Customer can set the control rights and access rights of Developer and Editor role.
After the registration, the Customer and its Authorised Users are able to access the Services through login on the administration page of the Services, where the Customer and its Authorised Users shall enter the following data of the Authorised User:

a) username
b) password
c) or social media account.

During the registration process the Provider creates an account to the Customer for Free Subscription Plan which the Customer can upgrade, modify to a Business or Enterprise Subscription Plan with payment obligation.

22. Customer shall keep all usernames, codes, passwords and keys to Customer Application and to Customer’s account to the Services along with all other access data as strictly confidential, and to refrain from making these accessible to any unauthorised third parties. The Customer undertakes to immediately inform the Provider in case of the unlawful use of his data or in case of the contravention of the safety in any way. The Provider is not liable for the damages arisen from the storage of the password or from handing over the username and the password to third person.

23. Customer shall provide the information in their possession that are required to the effective provision of the Services as per this Agreement and shall provide assistance expectable of a reasonable person in order to answer any questions emerging during the provision of Services either under this Agreement.

24. Should Customer engage the services of any agents or collaborators in the exercising of any rights or the performance of any obligations hereunder, they shall be liable for the agents or collaborators conduct as if it were their own.

25. Customer represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement.

26. Customer is solely responsible for the Content, including for downloading, migrating the Content into the Services and for the content of the Content. The Customer is prohibited to store or otherwise process Content in the Services, which:
- infringes the Law
- contains child pornography
- shows extreme sexual violence or materials that are overly violent
- promotes terrorism or encourages terrorist acts
- promotes or provides instruction about illegal activities
- infringes third parties’ intellectual property, data protection, other personal, moral or other rights
- encourages violence, criminal behaviour, or dangerous behaviour, such as creating weapons, taking or making drugs, or carrying out fraudulent/terrorist acts
- is created solely to harass another user
- invades the privacy of another user by posting personal information
- incites violence against an individual, race, ethnicity, or orientation
- is offensive, indecent or objectionable
(hereinafter referred to as: Prohibited Content).
The Customer acknowledges that Provider does not pre-screen Content.

The Customer will evaluate, and bear all risks associated with any Content, including any reliance on the accuracy, completeness, or usefulness of such Content and the Customer understands that all Content is the sole responsibility of the person from which such content originated. This means that the Customer, and not the Provider, are entirely responsible for all Content that the Customer stores, processes in the Services. Provider does not control the content stored or processed in the Services. The Customer is liable for ensuring the accuracy, integrity and quality of such Content.

Under no circumstances will Provider be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content stored and processed in the Services.

27. Customer is solely responsible for the Customer data. Customer is liable for that all Customer data stored and otherwise processed in the Services are accurate, true and valid. The Customer is liable for that the processing of the Customer data by the Customer is in compliance with the Law, in particular the Customer has lawful legal basis to process those Customer data, the Customer processes those Customer data only for the purpose which the Customer has permission or legal basis, the Customer is entitled to transfer those Customer data to the Provider as data processor and that the data processing activity of the Customer related to the Customer data is fully compliant with the applicable data protection legislation. The Provider is only liable for its own data processing activity as data processor pursuant to the data processing agreement in Schedule 4 of this GTC and in line with Article 28 of the GDPR.

28. Customer is obliged to provide real, true, accurate, valid and full business, contact and other data. Customer shall notify the Provider of any changes in these data without delay, but no later than within 5 days.

The Service Provider hereby excludes his liability for the damages arisen from providing misleading, wrong or false data or e-mail address during the registration, at the same time the Service Provider is entitled to claim the compensation of any damages arising from such activity of the User. Users are entitled at any time to verify or modify their data. The Service Provider is entitled to cancel the data obviously wrong or false, in case of doubt the Service Provider is entitled to control the reality of data.

The Provider withholds the right to decline registration of the Customer for the Services among others in case of providing unreal or false data or in case of suspicion of any abuse with the data provided during the registration.

In the event that the Provider becomes aware of that the Customer provides data of other or non-existing person or unreal or false data during the registration for the Services and/or the use of the Services which infringes the present GTC, third persons rights or the Law, the Provider is entitled to terminate the Agreement concluded with the Customer and to terminate the access to the Services with immediate effect.

The personal data given during the registration are not public and are not available for third persons. In case of lost or forgotten password, the Provider shall reproduce or modify it at the Customer’s request.
The Customer acknowledges that persons under 18 years of age shall not register for the Services as Authorised Users and shall not enter into a contract as Customers according to the present GTC. The Provider is entitled to delete the Customer’s account and registration for the Services if the Customer provides any false data of age.

29. The Customer is solely liable for migrating, exporting, downloading, removing, erasing Customer data, Content and Customer’s Confidential Information from the Services when termination of the Agreement or the Purchase Order for any reason with or without cause in accordance with clause 19/d) of this GTC.

30. The Customer is solely liable for the lawful use of the Services.

**PROVIDER’S RIGHTS AND OBLIGATIONS**

31. Provider shall refuse the carrying out of instructions, should they result in unlawful conduct, breach of law or risk to persons or property.

32. Provider shall use their own employees, subcontractors and agents, their own IT devices and systems, offices and locations in the provision of Services under this contract and shall secure the operability of these of their own accord and at their own expense.

33. Parties hereto stipulate that Provider shall ensure that all IT devices, systems and software required for the provision of the Services hereunder are adequately available to the persons employed, subcontracted to, or assigned as agent by the Provider for the services herein. Provider shall moreover ensure the legality of these software and hardware at their own expense; shall secure the necessary licenses and authorisations also at their own expense.

34. **Subcontracting:** Provider is entitled to use the services of subcontractors and agents with the following conditions:

   a) Provider shall ensure each Provider subcontractor (including any subcontractor of a Provider subcontractor, each, a “Subcontractor”) complies with all relevant terms of the Agreement, including all provisions relating to Customer Data, Personal Information, or other Confidential Information of Customer;

   b) Provider shall remain responsible and liable for any and all performance required hereunder, including the proper supervision, coordination, and performance of the Services; and acts and omissions of each Subcontractor (including, such Subcontractor’s employees and agents, who, to the extent they are involved in providing any Services, are deemed Provider Personnel) to the same extent as if such acts or omissions were by Provider;

   c) any noncompliance by any Subcontractor or its employees or agents with the provisions of the Agreement or any Purchase Order will constitute a breach by Provider; and

   d) Provider shall name Customer a third-party beneficiary under each of Provider’s agreements with any Subcontractor that relate to the Services; and

   e) prior to the provision of Services by any Subcontractor, Provider shall obtain from each such proposed Subcontractor:
the identity of such Subcontractor and the location of all its data centres, if any, that will be used in Processing any Customer Data, which information Provider shall promptly disclose to Customer in writing; and

- a written confidentiality agreement which is in line with the Confidentiality clause of this Agreement a fully executed copy of which agreement Provider shall promptly provide to Customer on Customer’s request; and

- if the Subcontractor processes Customer Data, the Provider shall enter into a sub-data processing agreement with the Subcontractor which is in line with the data processing agreement herein.

35. **Compliance with Laws:** Provider shall comply with all applicable Laws as they concern the Agreement or the subject matter hereof, including by securing and maintaining all required and appropriate visas, work permits, business licenses, and other documentation and clearances necessary for performance of the Services.

36. **Infrastructure monitoring:** Provider is entitled to monitor and check the use of the Services by the Customers, including the amount, volume of the Customer’s Content stored in the Content Repository, the amount of Authorised Users of the Customer, size of the storage space used by the Customer, Custom Content types of the Customer, number of sites/workspaces, requests/hours used by the Customer for the purpose of controlling whether the Customer meets the conditions of the given Subscription Plan ordered by the Customer. The Provider is entitled to use the result of the monitoring in any way in connection with the fulfilment and termination of the Agreement with the Customer. The Customer grants consent to this monitoring and use of data for the aforementioned purposes by signing the Agreement.

**Service Availability**

37. Provider shall make the Services available, i.e. that the Services are available and operable for access and use by Customer and its Authorized Users over the Internet in conformity with the Documentation. Provider does not undertake any availability requirement or minimum availability of the Services.

The Services are not considered available in the event of any performance degradation or inoperability of the Services, in whole or in part.

No period of Service degradation or inoperability will be included in calculating availability to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):

a) Customer’s or any of its Authorized Users’ misuse of the Services;
b) failures of Customer’s or its Authorized Users’ internet connectivity;
c) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Provider or its Subcontractor; or
d) Customer’s or any of its Authorized Users’ failure to meet any minimum hardware or software requirements set forth in the Documentation; or
e) Scheduled Downtime.

38. **Scheduled Downtime:** Provider shall notify Customer at least 24 hours in advance of all scheduled outages of the Services in whole or in part (“**Scheduled Downtime**”). All such scheduled outages
shall be scheduled between the hours of 10p.m. and 9a.m. CET; and occur no more frequently than once per week; provided that Provider may request Customer’s approval for extensions of Scheduled Downtime, which approval may be granted in Customer’s sole discretion.

Support and Maintenance of the Services

39. Provider shall maintain and support the Services (collectively, “Support Services”) in accordance with the provisions of this Agreement. The Support Services are included in the Services, and Provider shall not assess any additional Fees, costs or charges for such Support Services.

40. Support and Maintenance Services are included in the SaaS Service subscription in Exhibit A and entitles Customer to the following:

a) In case of Free Subscription Plan, the Provider does not undertake any special support, the Customer is entitled only to community support provided by the community via multiple channels (e.g. gitter, stackoverflow).

b) In case of Business Subscription Plan, the Customer is entitled to community support provided by the community via multiple channels (e.g. gitter, stackoverflow), and access to the Provider’s online ticketing system, where the Customer is entitled to report errors of the Services. However, the Provider does not undertake any response time, response goals for troubleshooting, the Provider is not obliged to correct any error in the Services reported into the ticketing system by the Customer.

c) In case of Enterprise Subscription Plan, the Customer is entitled to community support provided by the community via multiple channels (e.g. gitter, stackoverflow), access to the Provider’s online ticketing system, where the Customer is entitled to report errors of the Services and the Provider undertakes SLA and Service error response goals as agreed in the Purchase Order with the Customer. If the Parties do not agree on special SLA and Service error response goals in the Purchase Order, the following SLA and response goals shall apply:

- Online support via ticketing system in order to help Customer locate and correct problems with the Services during the hours of 8 a.m. to 4 p.m. CET on Business Days.

- Bug fixes, code corrections, remedial programming, defect repair to correct Software malfunctions and errors reported by the Customer in the Provider’s online ticketing system.

- Support Services Response Goals for Enterprise Subscription Plan unless the Parties agreed otherwise in the Purchase Order:

The Provider shall provide the Support Services in line with the following response goals:

<table>
<thead>
<tr>
<th>Problem/Error Severity</th>
<th>Response Goals</th>
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14
**Critical:**
- Issue affecting entire system or single critical production function;
- System down or operating in materially degraded state;
- Data integrity at risk;
- Material financial impact;
- Widespread access interruptions.

<table>
<thead>
<tr>
<th>Critical:</th>
<th>Provider will Respond within 12 Business Hours.</th>
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**Medium:**
- Primary component failure that materially impairs its performance; or
- Data entry or access is materially impaired on a limited basis.

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<tr>
<th>Medium:</th>
<th>Provider will Respond within 1 Business Day.</th>
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**Low:** Hosted Service is operating with minor issues that can be addressed with a work around.

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<tr>
<th>Low:</th>
<th>Provider will Respond within 4 Business days.</th>
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**Remark:** Non-critical issues, general questions, enhancement requests, or the functionality does not match the Documentation.

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<tr>
<th>Remark:</th>
<th>Provider will Respond within 8 Business Days.</th>
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The Response goals start when the Provider becomes aware of the problem or error of the Services.

**Service Updates**

41. Provider updates the front-end of the Services (administrator user interface) on a regular basis automatically without any previous notice and in its sole discretion. These front-end updates are provided for every type of Subscription Plans.

42. Provider updates the backend of the Services in its sole discretion in any time. Provider informs every Customer via e-mail about the new back-end update on the day of the release, but the Provider updates the Customers’ repositories in the Services after the release date (when the new version becomes public) in different deadlines depending on the type of the Subscription Plan:
   - a) in case of Free Subscription Plan: on the first business day after the day of the release.
   - b) in case of Business Subscription Plan: 4 business days after the day of release.
   - c) in case of Enterprise Subscription Plan: at least 4 business days after the day of release, but Parties can agree differently in the Purchase Order, but no later than 20 calendar days after the release.

**Security**

**Protection of Customer’s Confidential Information, Customer Data and Content**
43. Throughout the Term and at all times in connection with its actual or required performance of the Services hereunder, Provider shall:

a) maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of Customer’s Confidential Information, Customer Data and Content that meet or exceed the requirements of the Customer’s data security policies (Data Security Requirements) and, to the extent such practices and standards are consistent with and not less protective than the foregoing requirements, are at least equal to applicable best industry practices and standards;

b) provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or Processing of such information that ensure a level of security appropriate to the risks presented by the Processing of Customer’s Confidential Information, Customer Data and Content and the nature of such Confidential Information, Customer Data and Content consistent with best industry practice and standards;

c) take all reasonable measures to:
   - secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against “hackers” and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Provider Systems or the information found therein; and
   - prevent: Customer and its Authorized Users from having unauthorized access to the data of Provider’s other customers or such other customers’ users of the Services, Customer’s Confidential Information, Customer Data and Content from being commingled with or contaminated by the data of other Provider customers or third-parties (and vice versa); and unauthorized access to any of Customer’s Confidential Information, Customer Data and Content;

d) periodically test/continuously monitor its systems for potential areas where security could be breached;

e) immediately report to Customer any breach of security or unauthorized access to Customer’s Confidential Information, Customer Data or Content that Provider detects or becomes aware of;

f) use its best efforts to remedy such breach of security or unauthorized access in a timely manner and inform Customer about those efforts;

g) refrain from notifying, for or on behalf of Customer or any Authorized User, any regulatory authority, consumer or other Person of any such security breach or unauthorized access unless Customer specifically requests in writing that Provider do so, except as and when otherwise required by applicable Law; and

h) if such security breach or unauthorized access results from any act or omission of Provider or any Provider Personnel, promptly reimburse Customer for all reasonable costs and expenses Customer may incur in notifying any Person of such security breach or unauthorized access required by applicable Law.
44. Without limiting the generality of the foregoing, Provider and Customer will work together to formulate a plan to rectify all security breaches and unauthorized access concerning Customer’s Confidential Information, Customer Data or Content.

Unauthorized Access

45. Customer grants access to the Provider and Provider is entitled to access the Customer Application via remote access for the purpose of identifying and correcting the errors indicated by the Customer in the ticketing system. For any other purposes the Provider shall not access, and shall not permit any access to, the Customer Application, in whole or in part, whether through Provider’s Systems or otherwise, without Customer’s express prior written authorization. Such authorization may be revoked by Customer in writing at any time in its sole discretion. Any access to the Customer Application shall be solely in accordance with the terms and conditions, and in no case exceed the scope of, the Customer’s authorization pursuant to this Section. All Customer-authorized connectivity or attempted connectivity to the Customer Application shall be only through Customer’s security gateways and firewalls and in compliance with Customer’s security policies as the same may be supplemented or amended by Customer and provided to Provider from time to time.

Provider Systems

46. Provider shall be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems), and networks used by Provider in the Services ("Provider Systems") and shall prevent unauthorized access to the Customer Application through the Provider Systems.

Security Audits

47. Provider shall:

a) maintain complete and accurate records relating to its data protection practices and the security of any of Customer’s Confidential Information, Customer Data and Content including any backup, disaster recovery or other policies, practices or procedures relating to Customer’s Confidential Information, Customer Data and Content and any other information relevant to its compliance with and this Section and

b) upon Customer’s request, make all such records, appropriate personnel, and relevant materials available during normal business hours for inspection and audit by Customer or an independent data security expert, provided that Customer shall give Provider reasonable prior notice of any such audit; Customer undertake such audit no more than once per calendar year, except for good cause shown; and Customer conduct or cause to be conducted such audit in a manner designed to minimize disruption of Provider’s normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security, and restricted use provisions of this Agreement. Customer may, but is not obligated to, perform such security audits, which shall, at Customer’s option and request, include
penetration and security tests, of any and all Provider Systems and their housing facilities and operating environments. Customer shall bear all costs of such audits.

Regulatory and Compliance Audits

48. Any authorized representative of any regulatory agency, taxing authority or private entity that functions in a quasi-regulatory manner that has jurisdiction over Customer in connection with its regulatory functions (each, a “Regulator”) shall, upon request, have the same audit rights as those set forth in Section 46 b), provided that no condition or restriction stated in Section 46 b) shall apply to any Regulator to the extent it is contrary to applicable Law. Provider shall cooperate with all individuals conducting such audits and timely comply with all legal and regulatory directives and reasonable recommendations that result from such inspections, tests, and audits. Without limiting any of Provider’s other obligations under this Section, if Provider engages a third party auditor to perform an audit of Provider’s operations, information security program, or disaster recovery/business continuity plan, Provider shall provide a copy of the audit report to Customer for Customer’s request. Any such audit reports shall be Provider’s Confidential Information.

Nonexclusive Remedy for Security Breach

49. Any failure of the Services to meet the requirements of this Agreement with respect to the security of any Customer Data or other Confidential Information of Customer including any related backup, disaster recovery, or other policies, practices or procedures, is a material breach of this Agreement for which Customer, at its option, may terminate this Agreement immediately on written notice to Provider without any notice or cure period.

Redundancy, Data Backup, and Disaster Recovery

50. Provider shall, in accordance with the provisions of this Section, maintain or cause to be maintained disaster avoidance procedures designed to safeguard the Customer Data and Customer’s other Confidential Information, Provider’s Processing capability, and the availability of the Services, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. The force majeure provisions of this Agreement shall not limit Provider’s obligations under this Section.

Redundant Hosting and Connectivity

51. Provider guarantees that all parts of the system are designed to be redundant. Provider shall store backup data at a geographically remote location from the primary system on which the Software and Services are hosted.

Data Backup

52. Provider shall perform or cause to be performed periodic backups of Customer Data and store such backups in a commercially reasonable location and manner at the Provider’s headquarter. Provider provides different backup services for the different Subscription Plans (see Art. 53.). Provider does not undertake to transfer any backups to Customer, such backups are only used to restore Customer Data in case of any issue caused by Provider.
53. Provider undertakes to backup Customer Data with the following conditions:

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<thead>
<tr>
<th></th>
<th>Free</th>
<th>Business</th>
<th>Enterprise</th>
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</thead>
<tbody>
<tr>
<td>Backup frequency</td>
<td>daily</td>
<td>daily</td>
<td>Custom*</td>
</tr>
<tr>
<td>Backup retention</td>
<td>3 days</td>
<td>7 days</td>
<td>Custom*</td>
</tr>
<tr>
<td>Subject of backup</td>
<td>Database and index</td>
<td>Database and index</td>
<td>Database and index</td>
</tr>
</tbody>
</table>

*Enterprise Plan conditions are mutually agreed by Parties during the sales process

**Disaster Recovery/Business Continuity**

54. Throughout the Term and at all times in connection with its actual or required performance of the Services hereunder, Provider shall maintain a Business Continuity and Disaster Recovery Plan for the Services (the “Plan”) and implement such Plan in the event of any unplanned interruption of the Services. Provider shall actively test, review and update the Plan on at least a yearly basis using industry best practices as guidance.

**CONTACT PERSONS AND NOTICES**

55. The Parties shall disclose their notices to each other in writing. The notice shall be deemed as written notice if it is delivered by personally, by courier service, by post as well as electronically if the electronic letter is sent from the electronic address of the Parties determined in the Agreement and the addressee confirmed the receipt thereof or via system messages in the Provider System / Website.

56. Parties hereto shall specify their persons of contact in Schedule 3. Any changes in the persons of contact or their relevant data must be reported within no more than five Business Days from the change having taken place.

57. Unless the contrary is proven, the notice shall be deemed as delivered to the other Party and as read by the other Party in the following dates:

   a) in case of delivery by courier on the 5th day from the posting date;
   b) in case of air post on the 7th day from the posting date;
   c) in case of electronic letter until 24:00 o’clock of the 2nd working day after the date of sending the notice.

58. The Provider informs the contact persons of Customer as data subjects about the processing of their data pursuant to the GDPR in Schedule 5 (Data privacy Notice for contact persons). Customer shall provide its contact persons with Provider’s Data privacy notice for contact persons immediately after signing this Agreement in writing.

**INTELLECTUAL PROPERTY RIGHTS, ACCESS AND LICENSE TO THE SERVICES**

**Ownership, copyright and Intellectual Property rights of the Services and the Software**

59. Provider retains all right, title, and interest in and to the Services and the Software, including without limitation all software, system software and applications used to provide the Services, including any source code, updates, improvements, enhancements, modifications or derivative works thereof, whether or not patentable, and all inventions, content, graphics, media, user
interfaces, logos, and trademarks contained in, displayed, performed or reproduced through the Services. This Agreement is an agreement for providing services and does not grant Customer any intellectual property rights in or to the System or any of its components except for the License granted by Provider to the Customer under this Agreement. Customer understands and agrees that the Services, the Software and its components are protected by copyright and other laws.

60. The Software, together with the applications, software, Documentation, source codes, object codes, graphical, text and other materials, including Provider’s logo are copyrighted works protected by the Hungarian Act LXXVI of 1999 on the Copyright on which Provider has exclusive ownership and copyright.

61. Any use of the Software and any authorisation of the use thereof is prohibited without the prior license of Provider.

62. The Software, the Services and any and all patents, copyrights, design or other ip protection, business secret, know-how, other intellectual property rights on the Software and the Services constitute the sole and exclusive ownership and right of Provider and remain in the exclusive ownership and right of Provider irrespectively of whether they are separately registered or accepted according to laws of the country where the software or the device running it is situated.

63. The Customer is not allowed to take such measures or demean themselves in such a way that infringes or threatens the ownership, Intellectual Property or other rights of the Provider or through which the Customer obtains rights concerning the Software, except the limited License under the present License.

Rights on the Customer data

64. Customer data managed, stored or otherwise processed by the Services constitutes the ownership of the Customer; solely the Customer has disposal of them.

License to use the Services

65. Pursuant to this License, and in case of Business and Enterprise Subscription Plans having received the Fee set out in Schedule 2 of this Agreement, Provider shall afford Customer a License to access and use the Services, in operation with other software, hardware, systems, networks, and services, Customer Application for Customer’s and its Affiliates’ respective business purposes/the Permitted Uses, including for Processing Customer Data, that is not exclusive, may not be transferred or assigned, may not be licensed further, only extends to the employees and customers of the Customer, is valid for the Term, is without restrictions on territory or languages.

66. The License shall not extend in any way the normal and appropriate use that is to be expected when using the Services.

67. The License shall apply to the modifications, alterations, extensions, updates, upgrades and new versions of the Software and Services that may be developed or created in performance of the Support Services, by the Provider, or on the basis of this Agreement or the Purchase Order with the conditions, provisions and restrictions described and regulated in this License.
68. The Software is licensed under GNU General Public License, version 2 (GPL v2) open source license, the license terms of which are available here: https://www.gnu.org/licenses/old-licenses/gpl-2.0.html. The source code of the Software is available on GitHub Repository, here: https://github.com/SenseNet/sensenet.

69. Customer is allowed to use the Software, including the Documentation and the derivative works arising from the Software and the Documentation only according to the aforementioned GPL v2 license.

70. The Customer and its Authorised Users have access to the Services and to the Software only to the extent which is indicated in Subscription Plans or in the Purchase Order. The Services are available for Customers in different Subscription Plans in exchange for different Fees belonging to the different Subscription Plans. Each Subscription Plan contains and provides different storage space, different number of Contents which can be stored in the Services, different number of sites and workspaces, custom content types, roles and users and different level and type of services. The Subscription Plan defines how many Authorised Users are allowed to use the Services, how many different roles can be defined in the Services. The Customer shall use the Services only in accordance with the Subscription Plans or the Purchase Order and shall meet the restrictions of that Subscription Plan. Any other use of the Services or use of the Services beyond or exceeding the agreed Subscription Plan is prohibited and shall be deemed as unlawful and as a serious breach of contract.

71. Provider is entitled to determine and to modify the content of the Subscription Plan unilaterally.

72. Schedule 2 contains the Subscription Plans and their Fees. Customer chooses the Subscription Plan during the online upgrading process.

73. The Enterprise Purchase Order can be changed only in writing with the agreement of the Parties in a new Enterprise Purchase Order. The Customer is entitled to change to any other Subscription Plans recently provided by the Provider.

Prohibited use of the Services and the Software

74. The license granted to the Customer does not extend to renting, subletting, time-sharing, communication to the public, on demand making available of the Services and the Software.

75. It is also prohibited to circumvent any effective technical measures serving as protection of copyright of the Software and the Services, or to remove or change any rights management data, copyright, proprietary or authorship notice on the Software and the Services. Any infringements on this provision shall entail full liability on the Customer.

76. Customer is not entitled to subvert or trespass upon any technical barriers of the Software and the Services.

77. Customer may only allow or make available its use to their employees and customers. Customer is not entitled to allow any other third persons to use the Software and the Services. Customer shall be liable for all damages resulting from unauthorised use in breach of the above provisions.

Name rights
78. The name of Provider and the Services are under protection of the law.

79. Customer acknowledges by accepting this License that they may not use the company name of Provider, nor any names used legally and for the purposes of distinction from other, comparable providers or services, including the logos of Provider without prior written consent of Provider; they also may not publicly display these titles and names in any way, shape or form, and may not seek or endeavour to secure trademarks or rights on these names or titles.

Warranty of title

80. Provider hereby represents and warrants to the Customer that it is the owner of the Software and the Services and of each and every component thereof, or it is the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Provider’s representations and warranties in the preceding sentence do not apply to use of the Services in combination with hardware or software not provided by Provider, including to Customer Application.

81. In the event of a breach of the warranty in this paragraph, Provider, at its own option and expense, will promptly take the following actions: (a) secure for Customer the right to continue using the Services; (b) replace or modify the Services to make it non-infringing; or (c) terminate the infringing features of the Services and refund to Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Customer’s right to terminate for breach where applicable, the preceding sentence states Provider’s sole obligation and liability, and Customer’s sole remedy, for breach of the warranty in this Section and for potential or actual intellectual property infringement by the Services.

Customer should immediately notify Provider of a potential breach of warranty of title situation if it comes to its attention.

LIMITATION OF LIABILITY

82. Provider hereby limits its liability in cases of both contractual and delictual damages to only direct damages, and on a yearly basis only up to a maximum liability limit equal to the fee to be paid by the Customer in one year. In case if the Customer is not obliged to pay any fee, the Provider’s liability is restricted to EUR 2000.

83. Provider shall not be liable for loss of profit, consequential damages, liability damages, punitive damages, chain damages, unrealised or lost income, revenue or business and for unattained savings.

84. Provider shall only be obligated to remunerate damages in its sphere of liability if ruled on in favour by a court of law and if Customer has put forward to Provider, in written form, their calculated damage claim within no more than 6 (six) months of the damages incurring or becoming known - if no relevant legislation regulates this expiry period to be any shorter.

The limitations of liability under this paragraph shall not apply for damages caused intentionally. For the avoidance of doubt, Provider’s liability limits and other rights set forth in this paragraph apply likewise to Provider’s affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.
85. By using the Services Customer expressly accepts the above limitations of liability. The fees indicated in the agreement was made and done in observance of these limitations, and as such, none of the parties may or shall challenge these fees on the grounds of disproportionate contractual fees or values whatsoever.

86. Provider offers the Software and the Services „as it is”, „with all of its defects” and „in condition viewed” to the Customer and all risks concerning the adequate quality, performance, adequacy, efficiency shall thus be borne by the Customer.

87. Provider excludes his liability for all consequences arisen from all reasons which do not belong to Provider's activity subject to the present agreement. Provider is not liable for how and for what purposes the Services are used for by the Customer or third person - in particular he is not liable for whether the Customer or third person exercise its activity during the use of the Services according to the relevant legal and other contractual provisions.

88. The Customer shall regularly save the programs and data files stored on its devices on which the Services are used, and in Customer Applications which the Customer connected to the Services and the Software and shall ensure the saving thereof. Provider is not liable for the failure of other Software products and data files stored on the Customer's devices using the Services and in Customer Applications and for the consequences arisen from that, therefore the Customer shall manage his data storage devices with particular care.

89. The Software and Services operate only with Customer Applications and on devices that are legally cleared and free from viruses, which condition must be attained and maintained by Customer at its own expense. Solely the Customer is liable for that the Customer Application and devices using the Services are free from viruses. Provider excludes his liability for the consequences and failures arisen from unlawful access, inappropriate use, hardware failure, inappropriate operating environment (including power failures).

90. Provider is not liable for any damages the Customer or any third person might have suffered and which are arisen from the databases connected to the Services by the Customer, the databases created within the Services by the Customer, the data carried in into the Services by the Customer which are not stored by the Provider; the Customer shall exclusively have liability for that.

91. Provider does not have liability for the accuracy of the data, information, Customer data, Content provided by the Customer and stored in the Services and for the damages the Customer or third person suffered, and which are arisen from the use of those data and information.

92. Provider is not liable for the incompatibility of the Software and Services with other webpages, services, software, hardware, for any delay or failure which the Customer realizes during the use of the Software and Services and during the initiating, managing or finishing of appropriate and actual data transmission or transactions.

93. Provider is not liable for any alteration or modification of the Services or Software by or on behalf of Customer or any Authorized User (each, a “Customer modification”), and for any infringement, misappropriation, or other violation of third party rights by or on behalf of Customer or any Authorized User.
94. Provider is not liable for any use of the Services by Customer or an Authorized User pursuant to this agreement in combination with any apparatus, hardware, software, or service not provided by or on behalf of Provider.

Provider is not liable for material breach of this agreement by Customer or material noncompliance herewith by any Authorized User and for violation of any applicable law by Customer or any of its Authorized Users.

PAYMENT PROVISIONS

95. In case of ordering the Business Subscription Plan or Enterprise Subscription Plan, the Customer shall pay to Provider the Fees indicated in Schedule 2 for the access to and use of the Services in accordance with the Purchase Order and according to the Subscription Plans (Schedule 2) agreed by the Parties.

96. The Fee indicated in Schedule 2 does not include the fee for Special services. Parties shall enter into a separate agreement for the Special services, this separate agreement shall contain the fee for Special services.

97. The Fee for the Services is a monthly fee. The Customer is entitled to pay the Fee for the Services for a year in advance, in this case the Customer shall pay an annual fee which contains a discount and is lower than 12 times the monthly fee. The amount of the monthly and annual fee is indicated in Schedule 2.

All Fees and amounts set forth this Agreement or any Purchase Order are exclusive of taxes, the Customer shall pay the value added tax if it is applicable to Provider. Customer always shall pay the exact amount which is indicated on the Provider’s invoice. The Customer is responsible for all withholding, sales, service, value-added, use, excise, consumption, and any other taxes, duties, and charges of any kind, if any, imposed by any federal, state or local governmental entity on any amounts payable by Customer under this Agreement or any Purchase Order, other than any taxes imposed on, or with respect to, Provider’s income, revenues, gross receipts, personnel, real or personal property or other assets. The parties shall reasonably cooperate to more accurately determine each party’s tax liability and to minimize such liability to the extent legally permissible.

The fees including monthly or annual fees shall be paid in advance. The Customer is entitled to start to use the Services only if the first monthly or annual payment was received by the Provider.

Provider issues an electronic invoice about the monthly Fees in every month. Annual fees are invoiced with electronic invoice on a yearly basis. The first monthly or annual fee are invoiced by the Provider after concluding the Agreement. The annual fee for the next years will be invoiced 30 days before the expiration of the given one-year period.

Any other fees, costs and amounts subject to this Agreement shall be invoiced on a monthly basis.

Provider issues and send to Customer its invoices in electronic form via e-mail, to the e-mail address of the Customer’s contact person indicated in this Agreement. By sending the Purchase Order, the Customer accepts electronic invoicing.
Provider’s Fees are fixed during the Initial Term. Provider may increase Fees for any Renewal Term by providing written notice to Customer at least 60 calendar days prior to the commencement of such Renewal Term.

98. Provider will not be required to refund the Fees under any circumstances.

99. The Customer shall pay the fees via bank transfer to the bank account of Provider indicated on the invoice within the due date stated on the invoice. If the invoice does not contain any payment deadline, the Customer shall pay the fees within 30 days after the Customer’s receipt of Provider’s invoice.

100. Customer shall make all payments hereunder in EUR/USD or in currency indicated in the Purchase Order.

The fees shall be deemed as paid when the Customer’s bank account is credited with the amount of the fees.

In case of any delay in payment, the Customer shall pay late interest according to the provisions on late interest between business entities in the Hungarian Civil Code, the amount of which is the basic interest rate of the Hungarian National Bank + 8%.

Furthermore, if the Customer is in more than 30 days delay in payment for any reason, the Provider is entitled to suspend the Customer’s access to the Services by sending an e-mail notice to the Customer. If and when the Customer fulfils its payment obligation, Provider grants access to the Services again.

101. The Parties hereto declare that the Fees include and cover the value of the Services as defined herein, Support and maintenance services as defined herein and any other tasks necessary for providing the Services and Support and maintenance services under this Agreement; furthermore the Fees include and cover any licences granted to the Customer under this Agreement, the confidentiality and the liability limitations herein; moreover, all costs and expenses incurred on the side of Provider in relation to the provision of the services hereunder. Parties hereto accept the Fee to be proportionate and adequate.

102. The Customer may object to the invoice in 5 Business days from having received said invoice, in writing, and on grounds of a fault in form or content. The passing of this period without objections shall be considered as the Customer accepting the invoice with all its legal ramifications entailed. In cases of defective invoices, payment deadline shall begin after an irreproachable invoice having been received.

CUSTOMER DATA & PRIVACY

103. Unless it receives Customer’s prior written instruction, Provider:

a) shall not access, process, or otherwise use Customer Data other than as necessary to operate and facilitate the System, to provide the Services to Customer and to improve customer experience on the System for any and all customers; and
b) shall not intentionally grant any third-party access to Customer Data, including without limitation Provider’s other customers, except subcontractors that are subject to a reasonable nondisclosure agreement or confidentiality duties.

104. Notwithstanding the foregoing, Provider may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Provider shall give Customer prompt notice, if permitted by applicable law, of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer’s expense.

Provider may grant access to third parties to data that is derived or aggregated from Customer Data without Customer’s prior written consent, provided that such aggregated data does not contain personal data and Customer Confidential Information.

105. If the Customer Data includes personal data, Provider shall be deemed as the data processor of these personal data and Parties enter into the data processing agreement in Schedule 4 of this Agreement (Data processing agreement).

The Data processing agreement contains the rights and obligations of Provider as data processor.

106. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Services, Customer assumes such risks. Provider offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

107. Provider shall have no responsibility or liability for the accuracy of data uploaded to and stored in the Services by Customer, including without limitation Customer Data and any other data uploaded by Users.

108. Provider may permanently erase Customer Data if Customer’s account or access to the Services is suspended or terminated for 30 days or more.

109. Customer represents and warrants that Customer Data does not and will not include, and Customer has not and shall not upload or transmit to Provider’s computers, servers, Services, cloud environment, network or other media, any data that is subject to heightened security requirements as a result of Customer’s internal policies or practices or by relevant law or regulation. Customer recognizes and agrees that: (a) Provider has no liability for any failure to provide protections set forth in the aforementioned excluded data laws or otherwise to protect excluded data; and (b) Provider’s systems, including the Services, are not intended for management or protection of aforementioned excluded data and may not provide adequate or legally required security for the aforementioned excluded data.

CUSTOMER’S RESPONSIBILITIES AND RESTRICTIONS

110. Unless explicitly agreed otherwise in writing, Customer shall not:

a) use the Services for service bureau or time-sharing purposes or in any other way allow third parties except its own employees and customers;

b) provide Services passwords or other log-in information to any third party;
c) share non-public Service features or content with any third party; or
d) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services. This Agreement does not require that Provider take any action against Customer or any Authorised User or other third party for violating this Agreement, but Provider is free to take any such action it sees fit.

CONFIDENTIALITY

111. Confidential Information means any information disclosed by a party to the other party, directly or indirectly, which:

a) if in written, graphic, machine-readable or other tangible form, is marked as “confidential” or “proprietary,”
b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be “confidential” or “proprietary” within 30 days of such disclosure,
c) is specifically deemed to be confidential by the terms of this Agreement, or
d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself.
e) Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the storage of Content in the Services by this Agreement, Content is deemed Confidential Information of Customer. Provider Software and Documentation are deemed Confidential Information of Provider if they are not published on the Website.

112. During the term of this Agreement and for 5 years thereafter (perpetually in the case of Software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party.

113. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

114. Neither party shall reverse engineer, disassemble or decompile any prototypes, software – except Software published in GitHub with open source code and GPL v2 licence - or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder.

115. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

116. Confidential Information excludes information that:
a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party,
b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or
c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party.

The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this Agreement and the relationship of the parties, but agrees that the specific terms of this Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

OTHER PROVISIONS

117. Independent Contractors – The parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party’s personnel.

118. Non-Exclusive Service – Customer acknowledges that the Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Provider’s ability to provide the Services or other technology, including any features or functionality first developed for Customer, to other parties.

119. Publicity – Provider is entitled to include Customer’s name and logo in its customer lists, on its website, in press releases, blog posts, publications, etc. and in written communication with prospective third parties. Provider shall coordinate its efforts with appropriate communications personnel in Customer’s organization to secure approval of press releases if necessary. Provider shall present the draft version of any appearance of the Customer’s logo and name to the Customer before publication.

120. Governing Law – This Agreement shall be governed by and construed in accordance with the laws of Hungary without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of Hungary. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the courts of Hungary, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party’s address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
121. **Force Majeure** – The Parties hereto agree that should any Party be rendered unable to provide their services herein by force majeure, this shall not constitute defaults or breaches of contract, and as such, the legal ramifications thereof shall not apply. Parties especially hold the following to be cases of force majeure:
- any instance or circumstance emerging outside of the Parties’ sphere of influence, and which may not be controlled or influenced by the Parties hereto, including natural disasters, epidemic,
- wars, revolutions, uprisings, sabotages, roadblocks if no other route is available to take, and of which road block the parties hereto did not have knowledge prior to the taking of said blocked route;
- import and export bans, currency restrictions, embargoes and boycotts;
- serious industrial disruptions emerging at either party in a way that falls outside of either parties’ influence, and which may not be controlled or influenced by the Parties hereto, including but not limited to any serious disruption because of computer viruses, activities of third party computer hackers.

122. Should this situation of force majeure delay service provision hereunder by more than 20 days, the Parties hereto shall record in writing all the necessary amendments to the contract via negotiations. If these negotiations prove ineffective in 10 days’ time, this contract will conclude on the grounds of impossibility without any further statements, and the Parties hereto shall settle their accounts with one another.

123. **Change, modification of the Agreement, Services and Subscription Plans** – Provider is entitled to change or remove functionality of any or all of the Service functions and related service offerings from time to time in its sole discretion (modification of the Agreement).

The Provider is entitled to modify the Agreement including the GTC, the Free and Business Subscription Plans, Fees, Services, FB Purchase Orders, Service functions, related service offerings unilaterally at any time without any justification or cause in its sole discretion. The Provider shall inform the Customers about the modification of the Agreement and/or the GTC in electronic message via the Website, or in the account of the Customer, or in electronic message sent to the Customer e-mail address. The modification shall come into effect within 8 days from the date of this electronic notification. If the Customer does not agree with the modification of the Agreement/GTC, the Customer is entitled to terminate the Agreement in writing within 8 days calculated from the date of the above-mentioned electronic notification. If the Customer deletes its account for the Services within this 8-day deadline, it shall be deemed as termination of the Agreement. If the Customer does not terminate the Agreement within this 8-day deadline, it shall be deemed that the Customer has accepted the modification and the modified terms and conditions – including the modified Fees – shall apply to the Customer from the effective date of the modified Agreement.

In case of Enterprise Subscription Plan the Enterprise Purchase Order can be modified only with the mutual agreement of the Parties.

124. **Severability** - If any provision of the present Agreement is void or becomes void, this voided provision shall not affect in any way any other provisions of the present Agreement.

125. **Entire agreement** - The present Agreement is the whole agreement of the Parties and supersedes all prior negotiations, representations, agreements being in writing or declared orally between the Parties and also supersedes and exclude any other provisions, statement, declaration, license or other terms, restriction or exclusion of liability indicated by any of the Parties in any other
document, on any carrier, in any media, in any software, software code or documentation. Parties
excludes from the Agreement any habits, commercial or other practices usually applied in SaaS
services or previously applied between the parties.

**Attachments:**
- Schedule 1 – Purchase Order
- Schedule 2 – Subscription Plans and Fees
- Schedule 3 – Contact persons
- Schedule 4 – Data processing agreement
- Schedule 5 – Privacy notices of the Parties for the processing of contact persons’ personal data
Schedule 1

PURCHASE ORDER FORM FOR ENTERPRISE SUBSCRIPTION PLAN

1. Data Of the Customer:

Company name: 
Seat/address: 
Company registration number: 
Tax ID (VAT) number: 
Community VAT number (if applicable: 
Representatives of the Customer:

By signing the present Purchase Order, the Customer hereby declare that it accepts the General Terms and Conditions (GTC) of the Services and the data processing agreement in Schedule 4 as binding.

The Customer orders the following Enterprise Subscription Plan with the following individual conditions and undertakes to pay the following fee:

<table>
<thead>
<tr>
<th>services</th>
<th>Enterprise subscription plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of builtin roles</td>
<td>...</td>
</tr>
<tr>
<td>Custom roles</td>
<td>more*</td>
</tr>
<tr>
<td>Number of Authorised Users</td>
<td>...</td>
</tr>
<tr>
<td>20 predefined Content types</td>
<td>available</td>
</tr>
<tr>
<td>Custom Content types</td>
<td>...</td>
</tr>
<tr>
<td>Number of Content</td>
<td>...</td>
</tr>
<tr>
<td>Sites / workspaces</td>
<td>...</td>
</tr>
<tr>
<td>Storage</td>
<td>more*</td>
</tr>
<tr>
<td>Requests/hour</td>
<td>more*</td>
</tr>
<tr>
<td>All core features</td>
<td>available</td>
</tr>
<tr>
<td>Preview generation</td>
<td>available</td>
</tr>
<tr>
<td>Single admin account</td>
<td>available</td>
</tr>
<tr>
<td>Community support</td>
<td>available</td>
</tr>
<tr>
<td>Access to ticketing system</td>
<td>available</td>
</tr>
<tr>
<td>SLA</td>
<td>available</td>
</tr>
<tr>
<td>Monthly Fee (+ VAT)</td>
<td>...</td>
</tr>
<tr>
<td>Annual Fee (+ VAT)</td>
<td>...</td>
</tr>
</tbody>
</table>

*Enterprise Plan limits are mutually agreed by Parties during the sales process with this GTC Customer also accepts the technical limits [https://sensenet.com/technical-limitations] of the services

Other special provisions agreed by the Parties:

1. Special SLA provisions for Support services in case of Enterprise Subscription Plan:
2. Special back-end update deadline in case of Enterprise Subscription Plan: ________ days after release.

Signature of the Customer:
Customer’s name: _____________________
Name of signing representative: _____________________
Signature of the representative: _____________________
Place: _____________________
Date: _____________________

I, the Provider Sense/Net Inc. hereby accept the Purchase Order:
Signature of the Provider:
Name of signing representative: _____________________
Signature of the representative: _____________________
Place: _____________________
Date: _____________________
### Schedule 2

**SUBSCRIPTION PLANS AND FEES**

<table>
<thead>
<tr>
<th></th>
<th>FREE</th>
<th>Business</th>
<th>Enterprise</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of builtin roles</td>
<td>3 (3)</td>
<td>3 (3)</td>
<td>...</td>
</tr>
<tr>
<td>Custom roles</td>
<td>no</td>
<td>2 (3)</td>
<td>more*</td>
</tr>
<tr>
<td>Number of Authorised Users</td>
<td>3 (2)</td>
<td>25 (25)</td>
<td>...</td>
</tr>
<tr>
<td>20 predefined Content types</td>
<td>available</td>
<td>available</td>
<td>available</td>
</tr>
<tr>
<td>Custom Content types</td>
<td>5 (5)</td>
<td>15 (15)</td>
<td>...</td>
</tr>
<tr>
<td>Number of Content</td>
<td>500 (1 GB)</td>
<td>25 000 (25 GB)</td>
<td>more*</td>
</tr>
<tr>
<td>Sites / workspaces</td>
<td>1 / 3</td>
<td>1 / 100</td>
<td>...</td>
</tr>
<tr>
<td>Storage</td>
<td>1 GB</td>
<td>25 GB</td>
<td>more*</td>
</tr>
<tr>
<td>All core features</td>
<td>available</td>
<td>available</td>
<td>available</td>
</tr>
<tr>
<td>Preview generation</td>
<td>no</td>
<td>available</td>
<td>available</td>
</tr>
<tr>
<td>Single admin account</td>
<td>available</td>
<td>available</td>
<td>available</td>
</tr>
<tr>
<td>Community support</td>
<td>available</td>
<td>available</td>
<td>available</td>
</tr>
<tr>
<td>Access to ticketing system</td>
<td>no</td>
<td>available</td>
<td>available</td>
</tr>
<tr>
<td>SLA</td>
<td>no</td>
<td>no</td>
<td>available</td>
</tr>
<tr>
<td>Monthly Fee (+ VAT)</td>
<td>Free of charge</td>
<td>USD 649 / month</td>
<td>...</td>
</tr>
<tr>
<td>Annual Fee (+ VAT)</td>
<td>Free of charge</td>
<td>USD 7555/year</td>
<td>...</td>
</tr>
</tbody>
</table>

*Enterprise Plan limits are mutually agreed by Parties during the sales process with this GTC Customer also accepts the technical limits [https://sensenet.com/technical-limitations] of the services*
### CONTACT PERSONS

<table>
<thead>
<tr>
<th></th>
<th>Provider:</th>
<th>Customer:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Technical issues:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
<td>E-mail:</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td>Mailing address:</td>
<td></td>
<td>Mailing address:</td>
</tr>
<tr>
<td><strong>Administrative issues:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
<td>E-mail:</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td>Mailing address:</td>
<td></td>
<td>Mailing address:</td>
</tr>
<tr>
<td><strong>Financial issues:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
<td>E-mail:</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td>Mailing address:</td>
<td></td>
<td>Mailing address:</td>
</tr>
<tr>
<td><strong>Support:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
<td>E-mail:</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td>Mailing address:</td>
<td></td>
<td>Mailing address:</td>
</tr>
</tbody>
</table>
Schedule 4

DATA PROCESSING AGREEMENT

concluded by and between the Customer indicated in Purchase Order as Data Controller

and

Sense/Net Inc., incorporated in Hungary, located at H-1117 Budapest, Inforpark sétány 1. Building I, 5th floor, door 5, registered by the Metropolitan Company Court of Budapest under the registration number of 01-10-046440 with the VAT number of 14859034-2-43 and European Community VAT number of HU14859034 hereafter referred to as Data Processor

each a Party on their own, jointly referred to hereafter as Parties, at the undersigned time and location, per the following:

PREAMBLE, SUBJECT OF CONTRACT

1. Parties declare that they have entered into a contract with each other (hereafter as Contract) on the Effective date pursuant to which Data Processor provides the Services to the Data Controller as defined in the GTC and the Purchase Order (hereinafter referred to as: Agreement).

2. Parties declare, that their present agreement is concluded in order to wholly and completely comply with Regulation (EU) 2016/679 of the European Parliament and of the Council, the General Data Protection Regulation, in force since the 25th of May 2018 (hereafter referred to as GDPR), which makes it mandatory for parties entering into data processing agreements to do so in written form. In line with that, this agreement also supplements the Agreement with the provisions concerning the data processing activity.

3. Parties state, that regarding the personal data processed with regard to the services provided under the Agreement, Data Controller acts as data controller and Data Processor acts as data processor.

4. Data Processor expressly undertakes to perform the duties and meet the obligations set out by GDPR to be met by data processors.

5. Parties declare, that where this Contract provides for data or data processing, it shall be considered personal data and the processing of personal data.

Categories of processed data and data subjects

6. Data Processor may perform the processing services regarding the following data categories:

<table>
<thead>
<tr>
<th>Data processing activity</th>
<th>Scope of data subjects</th>
<th>Category of processed data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Providing Software as a Service of Provider including software maintenance and support, data storing.</td>
<td>Data subjects defined by the data controller.</td>
<td>Personal data processed and stored in the Services by the Data controller.</td>
</tr>
</tbody>
</table>
7. **Timeframe of data processing**

Data Processor performs its services under the effect of the Agreement, until the termination thereof.

**Nature and purpose of data processing**

8. Data Processor undertakes to perform the data processing services under point 1 herein.

The data processing service provided by Data Processor entails the recording, storing, the forwarding to Data Controller, and the deletion of the above personal data.

**Rights and obligations of Data Processor**

9. **Training of employees**

Data Processor shall only engage the services of persons in possession of adequate skills and experience required for the fulfilment of tasks set out in this agreement. Data Processor moreover shall ensure that the persons engaged by them are sufficiently trained in the data protection and data security provisions to be upheld, the services to be undertaken hereunder and the purpose and means of data processing.

Data Processor shall ensure that the persons/employees engaged in data processing hereunder have been adequately trained in data protection, thus Data Processor warrants especially that the persons/employees engaged in data processing hereunder are in knowledgeable of the risks pertaining to personal data, and of the mandatory provisions of GDPR. The above training shall be adequately documented, and the pertinent documentation will be presented or made available to Data Controller by Data Processor upon request.

10. **Engagement of a data sub-processor**

Data Controller hereby gives general written consent to Data Processor regarding the engagement of data sub-processors. Should Data Processor engage such data sub-processors pursuant to this general consent, it must notify Data Controller without delay in compliance with the rules set forth in Contract about the identity of said data sub-processor, and if this sub-processor were to be changed.

Data Controller may object to the engaged data sub-processor. In this case, Data Processor may not engage the services of the data sub-processor affected by the objection or Data Processor is entitled to decide on the termination of the Agreement with immediate effect, in line with the termination related provisions stipulated in the Agreement. Parties do not set out any criteria regarding said objection, Data Controller may give its objection freely, as per the rules of communication between the Parties hereunder.

Data Processor engages the below sub-processors for the performance of the Contract:

<table>
<thead>
<tr>
<th>Data processor</th>
<th>Data processor’s activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company name: Pongó 96 Bt.</td>
<td>accountant, accountancy</td>
</tr>
<tr>
<td>Address: 1039 Budapest, Vera u. 4.</td>
<td></td>
</tr>
</tbody>
</table>
11. Instruction rights of Data Controller

Parties agree that regarding the data processing services, Data Controller shall have a right to issue instructions. Data Controller shall forward its instructions concerning data processing through the contact person specified by the Agreement in e-mail. The Parties agree that they shall regard the instructions sent in e-mail as written form instructions. The receipt of the given instruction is verified by the delivery of the mail on posting.

Data Processor recognizes and expressly accepts that it is only authorised to conduct its data processing activities hereunder following the written instructions of Data Controller and the provisions of this contract. Data Processor is not entitled to process or otherwise use the personal data of its own accord or decision, and is further not entitled to delete, alter, link, use, or process in any other way any of the personal data hereunder, and is not entitled to decide on the purpose and means of data processing, all of these decisions fall into the sole discretion of Data Controller.

Under this contract, Data Processor is prohibited from engaging in any activity that hinders or may hinder Data Controller’s ability to meet its responsibilities and obligations set out by applicable law regarding data controllers, moreover, the ability of data subjects to exercise their given rights, and which hinders or may hinder any applicable law pertaining to data privacy.

Data Controller shall be responsible for the legality of the performance of its instructions, however the Data Processor shall inform the Data Controller without delay – with a necessarily detailed justification – if the instruction of the Data Controller or its performance would infringe the applicable legal provisions or the applicability of this contract.

12. Confidentiality

Data Processor shall ensure that regarding the provision of its services hereunder, any personnel acting on its behalf who are authorised to access or process the data undertake an obligation of confidentiality, moreover that these persons only process data per the instructions of the Data Controller. To satisfy the above, Data Processor informs Data Controller at its request that it has concluded such adequate confidentiality agreements with its employees and any subcontractors it may utilise the services of.

Data Processor undertakes to keep any information confidential that it may have gained during the provision of services hereunder or related thereto, be that directly or indirectly, in any form.

This confidentiality agreement extends to the personal data specified in this agreement.
Data Processor may not change, alter, publish, make accessible, hand over or otherwise communicate the data processed per this agreement to any third parties via any means without the written instruction of Data Controller.

Data Processor may only make the personal data processed in accordance with this agreement accessible to a circle of employees and assigns, as well as third parties engaged in the service provision hereunder that are authorised to access said data, only in case and only to the extent that is necessary to perform this agreement.

Data Processor may only communicate the processed personal data to third parties – excluding persons involved in the provision of services hereunder – in case any law or a final decision of court compels them to, and only to the extent set out therein, or if Data Controller gives written instruction to do so.

Data Processor shall inform Data Controller without delay, but in no less than 48 hours from having gained knowledge of any unlawful or unauthorised use, communication, publication, distribution of personal data governed hereunder, or unauthorised communication thereof to third parties. Data Processor shall cooperate with Data Controller to the fullest reasonable extent in the prevention and halting of unlawful use and distribution of data hereunder.

This confidentiality obligation extends to persons employed by Data Processor, and all personnel engaged by Data Processor pursuant to an agency agreement, service agreement, any other agreement concluded for the performance of work or any other civil law agreement, as well as to the executive officers of Data Processor.

This confidentiality obligation shall bind Data Processor fully, for an indefinite amount of time, surviving the termination or cessation of this agreement.

13. Ensuring data security

Data Processor undertakes to facilitate appropriate technical and organisational measures, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for rights and freedoms of natural persons posed by the processing, covering the entirety of its data processor service provision hereunder; moreover, to assist Data Controller in meeting its obligations towards the data subjects, regarding their right to exercise information self-determination.

Data Processor shall protect the governed data via appropriate measures against unlawful access, alteration, forwarding, publication, loss, deletion or destruction or against any accidental destruction, alteration and damage, moreover against the data becoming inaccessible following a change or advance in technology.

Data Processor is obligated to process the governed data by the best standards of the industry, by the regulations of the GDPR and all applicable Hungarian law, of this agreement, and any other pertinent data protection or data security legislation which may apply, and by the level of security deemed acceptable by these regulations.
Should Data Processor restore lost data and should said data loss occur for a reason attributable to a fault of Data Controller, Data Processor shall then be entitled to bill its reasonably emerged and certified costs related to the restoring procedure.

Data Processor is obligated moreover to assist Data Controller in meeting its data security obligations and shall provide it with all necessary information available to Data Processor within 5 Business days’ time, in writing – which includes e-mail.

14. Co-operation regarding the exercising of data subject’s rights

Data Processor undertakes to ensure Data Controller’s means to exercise data subject rights pursuant to applicable data protection laws (e.g. restriction, rectification, access, erasure, data portability rights, etc.), and shall provide Data Controller assistance with adequate organisational and technical measures in the answering of data subject inquiries. Data Processor is to comply with the data subject inquiries forwarded to it by Data Controller and Data Controller’s concerning questions and enquiries in no more than 5 working days’ time and shall cooperate with Data Controller without delay in the answering thereof.

Should Data Controller order in writing any data to be erased, rectified, destroyed, restricted or ported, Data Processor shall comply with said order without delay, but in no more than 10 days’ time, and shall ensure that any sub-processors comply with said orders as well, and must inform these sub-processors of the above orders.

All incoming requests from the data subjects regarding the processing of their data, as well as inquiries of any authority shall be forwarded by the Data Processor to the Data Controller within 5 working days from having received them. Data Processor shall provide all information and assistance that is to be reasonably expected to the Data Controller – upon its request and in the timeframe set out by it – in order to prepare the answers thereto. Data Processor undertakes to cooperate with the Data Controller in facilitating any actions required for the fulfilment of any authority notice.

15. Data Processors obligation regarding incidents

Data Processor shall assist Data Controller in meeting its incident response obligations in the event of an incident occurring. Should such an incident occur at Data Processor, it shall then notify Data Controller of the incident in no more than 48 hours from having gained knowledge thereof, and must also notify Data Controller of the nature of the incident, the categories and numbers of persons affected by the incident, the categories and numbers of affected data, if applicable, the data protection officer’s name and contact information, the probable consequences of the incident, and the planned or executed remedial measures of Data Processor, including those aimed at remedying the adverse effects of the incident itself.

16. Obligations of Data Processor regarding data protection impact assessment

Data Processor undertakes to assist Data Controller in executing a data protection impact assessment, if necessary, and shall provide it with all necessary information available to Data Processor within 5 working days’ time, in writing – which includes e-mail. Relating to this obligation, Data Processor shall hand over to Data Controller any and all information necessary
to weigh the potential effects of Data Processor’s data processing activities as per the above deadline and procedure.

17. **Obligations of Data Processor regarding prior consultation**

Data Processor shall provide Data Controller assistance regarding any prior consultations with the data protection authority, should such take place, and shall provide it with all necessary information available to Data Processor within 5 working days’ time, in writing – which includes e-mail.

18. **Data processing in third countries**

Should the Data Processor intend to transfer personal data to a third country as defined by the GDPR, the Data Processor shall inform the Data Controller thereof prior to the transfer including the precise place where the data will be transferred and the name and other availabilities of the recipient company. The Data Controller is entitled to prohibit such kind of data transfer in which case the Data Processor shall have the right to terminate the Agreement with immediate effect, in line with the termination related provisions stipulated in the Agreement.

The Data Processor may only transfer the personal data processed hereunder to such third countries which are qualified as safe countries by the European Commission or to US companies which are on the EU-US Privacy Shield List.

19. **Obligations of Data Processor regarding termination of the agreement or data processing**

In the event of the data processing service provided hereunder or this agreement is terminated, Data Processor undertakes to hand over to Data Controller every personal data processed in line with this agreement in compliance with the rules set forth in the Contract, without delay, but at latest within 15 days in the manner and on the data carrier specified by the Data Controller and simultaneously deletes every personal data processed by it and returns any physical copies that may exist to the Data Controller and simultaneously deletes any copies at the Data Processor. This obligation to delete does not extend to data required to be kept by Hungarian or European laws and to such data, which are processed by Data Processor as data controller. Data Processor shall draw up minutes in written form certified by two witnesses on the deletion or destruction of data and hand over an original copy thereof to the Data Controller and shall also enable the presence of the Data Controller at the deletion or destruction of the data at its request. In line with that, the Data Processor shall inform the Data Controller on the date of the deletion or the destruction of data previously. Simultaneously with the deletion, all liability of the Data Processor under the Agreement in connection with the data processing shall cease.

20. **Record-keeping obligations of Data Processor**

Data Processor hereby recognizes that pursuant to the provisions and detailed requirements under Article 30 (1) a)-g) it is responsible to keep complete and adequate records of all of its data processing activities falling under its obligation in line with Article 30 of the GDPR. Data Processor declares recognition of the fact that pursuant to applicable law, it shall bear sole liability for any negligence or misconduct regarding its record-keeping obligations.

21. **Data protection officer of Data Processor**
Data Processor is not obliged to appoint and has not appointed data protection officer.
SCHEDULE 5

SENSE/NET INC’S PRIVACY NOTICE ON THE PROCESSING OF CUSTOMER’S CONTACT PERSON’S DATA

Sense/Net Inc., incorporated in Hungary, located at H-1117 Budapest, Inforpark sétány 1. Building I, 5th floor, door 5, registered by the Metropolitan Company Court of Budapest under the registration number of 01-10-046440 with the VAT number of 14859034-2-43 and European Community VAT number of HU14859034 (hereinafter Provider) as data controller hereby informs the contact persons of the Customers about the processing of their contact person’s personal data.

1. Data processing related to the Software as a Service agreement for the purpose of concluding contract, communication and general case management

During the contracting with Customers, Provider gains knowledge of the personal data of Customer’s representatives and contact personnel, moreover, if Customer is a sole trader. Provider informs the Customer and Customer’s representatives of the processing of their data as follows.

Provider processes the personal data of sole trader Customers pursuant to GDPR Article 6 (1) a), for the performance of a contract to which the data subject is party.

Provider processes the personal data of Customer’s representatives and contact personnel pursuant to GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller, which is Provider.

It is the joint legitimate interest of Provider and the Customer for the personal data of the Customer’s representatives and contact persons to be managed, since it is necessary to conclude the contract between the Customer and Provider, for keeping contact, and for providing contractual notifications to the Customer. Only the essential personal data of the representative and the contact person are managed, so the fundamental rights and freedoms of the representative and the contact person are not infringed upon and they do not preclude the legitimate interests of Provider.

For the request of the data subject, the data subject is entitled to receive the legitimate interest balancing tests regarding the data processing based on legitimate interest. The request shall be submitted to the customer service e-mail address.

In case of data processing based on legitimate interest, the data subject is entitled to object against the data processing; in this case the Data controller does not process his/her data further.

The legal basis for the data management is specified below per data categories and data processing purposes.

<table>
<thead>
<tr>
<th>Data subject</th>
<th>Categories of data</th>
<th>Purpose of data processing</th>
<th>Legal basis of data processing</th>
<th>Retention period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact person of Customer</td>
<td>name</td>
<td>Creation and conclusion of contract Contact keeping</td>
<td>GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller</td>
<td>If the data are in documents necessary for the fulfilment of tax obligations, they will be stored for 5 years</td>
</tr>
<tr>
<td>Field</td>
<td>Purpose</td>
<td>Calculation</td>
<td></td>
<td></td>
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<tr>
<td>---------------------</td>
<td>-------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>telephone number</td>
<td>GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller</td>
<td>calculated from the last year from that calendar year in which the tax should have been reported or in the lack of reporting in which the tax should have been paid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e-mail address</td>
<td>GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller</td>
<td>If the data are in the contract concluded with the Customer, the data will be stored and kept for the fulfilment of the accounting obligations for 8 years from the termination of the contract.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>mailing address</td>
<td>GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller</td>
<td>In any other case the data shall be stored for 5 years after the termination of the contract concluded by the Customer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>name</td>
<td>GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller</td>
<td>If the data are in documents necessary for the fulfilment of tax obligations, they will be stored for 5 years calculated from the last year from that calendar year in which the tax should have been reported or in the lack of reporting in which the tax should have been paid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>date and place of birth</td>
<td>GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller</td>
<td>If the data are in the contract concluded with the Customer, the data will be stored and kept for</td>
<td></td>
<td></td>
</tr>
<tr>
<td>mother’s maiden name</td>
<td>GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>position/authorization</td>
<td>GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>issuer</td>
<td>reason</td>
<td>duration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>seat of the sole trader</td>
<td>Creation and conclusion of contract Contact keeping Fulfilment of legal obligations Right- and claim exercising</td>
<td>GDPR Article 6 (1) b) Contracting and conclusion of contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sole trader Customer</td>
<td>Contact keeping Fulfilment of legal obligations Right- and claim exercising</td>
<td>GDPR Article 6 (1) f): Legitimate interest – in case of purposes for contact keeping and law enforcement</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Invoicing</td>
<td>If the data are in documents necessary for the fulfilment of tax obligations, they will be stored for 5 years calculated from the last year from that calendar year in which the tax should have been reported or in the lack of reporting in which the tax should have been paid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If the data are in the contract concluded with the Customer, the data will be stored and kept for the fulfilment of the accounting obligations for 8 years from the termination of the contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In any other case the data shall be stored for 5 years after the termination of the contract concluded by the Customer.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Element</td>
<td>Purpose</td>
<td>Legal Basis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>mother’s maiden name</td>
<td>Creation and conclusion of contract Right- and claim exercising</td>
<td>GDPR Article 6 (1) b): Contracting and conclusion of contract</td>
<td>GDPR Article 6 (1) f): Legitimate interest – in case of purposes for law enforcement</td>
<td></td>
</tr>
<tr>
<td>date and place of birth</td>
<td>Creation and conclusion of contract Right- and claim exercising</td>
<td>GDPR Article 6 (1) b): Contracting and conclusion of contract</td>
<td>GDPR Article 6 (1) c): Fulfilment of legal obligations</td>
<td></td>
</tr>
<tr>
<td>sole trader registration number</td>
<td>Creation and conclusion of contract Fulfilment of legal obligations Right- and claim exercising</td>
<td>GDPR Article 6 (1) b): Contracting and conclusion of contract</td>
<td>GDPR Article 6 (1) c): Fulfilment of legal obligations – in case of data necessary for the fulfilment of tax law obligations: paragraphs 78. § (3), 202. § (1), of the Act CL of 2017 on the</td>
<td></td>
</tr>
</tbody>
</table>
### 2. Data processing for the purpose of customer service

Provider provides customer services, to which the Customers may turn through their contact persons with their questions and complaints. Provider processes the following personal data related to the customer services:

<table>
<thead>
<tr>
<th>Data subject</th>
<th>Data Category</th>
<th>Purpose of data management</th>
<th>Legal basis of data management</th>
<th>Duration of data management</th>
</tr>
</thead>
</table>
| Contact person of the Customer, and if the Customer is a sole practitioner, the Customer itself | name | a) Identification  
b) Communication in course of complaint management and customer service  
c) Complaint management, customer service administration  
d) Claim and law enforcement | GDPR Article 6 (1) f) Legitimate Interest | Within the general civil law limitation period following the complaint, that is 5 years from the submission of the complaint. |
| | e-mail address | a) Identification  
b) Communication in course of complaint management and customer service  
c) Complaint management, customer service administration  
d) Claim and law enforcement | GDPR Article 6 (1) f) Legitimate Interest | Within the general civil law limitation period following the complaint, that is 5 years from the submission of the complaint. |
| Name of the Customer represented | | a) Identification  
b) Communication in course of complaint management and customer service  
c) Complaint management, customer service administration  
d) Claim and law enforcement | GDPR Article 6 (1) f) Legitimate Interest | Within the general civil law limitation period following the complaint, that is 5 years from the submission of the complaint. |
| phone number | | a) Identification  
b) Communication in course of complaint management and customer service  
c) Complaint management, customer service administration | GDPR Article 6 (1) f) Legitimate Interest | Within the general civil law limitation period following the complaint, that is 5 years from the submission of the complaint. |
Indication of legitimate interest in accordance with GDPR Article 6 (1) f): the data processing within the scope of making a complaint, examination, settlement and management of the complaint is the Provider’s and the Customer’s interest, since the processing of these data is necessary for the enforcement of the rights and interests in connection with the Service agreement.

The data subject is entitled to object against the data processing based on the aforementioned legitimate interest in an e-mail sent to the Provider’s customer service: sales@sensenet.com

3. Data processing concerning the enforcement of the data subjects’ data protection rights (see clause 8)

The Data controller processes data when the data subjects exercise their data protection rights concerning the data controller’s data processing activity. In this case the Data controller processes the following data:

<table>
<thead>
<tr>
<th>Name and purpose of data processing</th>
<th>Legal basis of data processing</th>
<th>data categories</th>
<th>Duration of data processing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data processing concerning the enforcement of the data subjects’ data protection rights (see clause 8)</td>
<td>GDPR Article 6 (1) c) (the data processing is necessary for fulfilling the legal obligation of Data controller)</td>
<td>Personal data submitted to the Data controller in connection with the data protection requests: in case of private persons, legal entities and other organisations turning to the Data controller; the contact details of the contact persons necessary for communication with them (in particular: name, address, phone number, e-mail address), content of the request, steps concerning the request, documents concerning the request.</td>
<td>Duration of data processing: in lack of other data protection authority guidance: indefinite period of time.</td>
</tr>
</tbody>
</table>
example: if the data subject requests in e-mail to erase all of his/her data based on the GDPR, and the Data controller fulfils this request, the Data controller will keep the e-mail about the request for erasure.

### 4. Data processing for the purpose of recording data protection breaches (including documentation of steps taken related to the management of the incidents)

<table>
<thead>
<tr>
<th>Name and purpose of data processing</th>
<th>Legal basis of data processing</th>
<th>data categories</th>
<th>Duration of data processing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data processing for the purpose of recording data protection breaches (including documentation of steps taken related to the management of the incidents)</td>
<td>GDPR Article 6 (1) c) (the data processing is necessary for fulfilling the legal obligation of Data controller)</td>
<td>Personal data of the data subjects related to the data protection incident.</td>
<td>Duration of data processing: in lack of other data protection authority guidance: indefinite period of time.</td>
</tr>
<tr>
<td><strong>Legal obligation:</strong> according to Article 33 (5) of GDPR the Data controller keeps records on data protection incidents by indicating the facts related to the data protection incident, their effects and the measures taken for remedy of the incident. This record makes the data protection authority able to control the compliance with the GDPR.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 5. Data processing related to the registration for the Services online

Provider processes the Customer’s and the Authorised user’s data entered during the online registration process as follows:

<table>
<thead>
<tr>
<th>Data subject</th>
<th>Data Category</th>
<th>Purpose of data management</th>
<th>Legal basis of data management</th>
<th>Duration of data management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer, Customer’s</td>
<td>username</td>
<td>Fulfilment of the contract, identification</td>
<td>GDPR Article 6 (1) f) Legitimate Interest</td>
<td>Within the general civil law limitation period following the</td>
</tr>
</tbody>
</table>
6. Data processing for the purpose of development of the Services

Provider monitors with video recording of the screen the movement of the visitors on the administration surface of the Services in order to test the operation of the webpage and to develop the Services and the webpage.

The Provider processes the following data:

<table>
<thead>
<tr>
<th>Data subject</th>
<th>Data Category</th>
<th>Purpose of data management</th>
<th>Legal basis of data management</th>
<th>Duration of data management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visitors of administration page</td>
<td>place of clicks</td>
<td>Testing and development of the Services and the website</td>
<td>GDPR art. 6 (1) a) - consent</td>
<td></td>
</tr>
<tr>
<td></td>
<td>monitoring mouse movement</td>
<td>Testing and development of the Services and the website</td>
<td>GDPR art. 6 (1) a) - consent</td>
<td></td>
</tr>
<tr>
<td></td>
<td>IP address</td>
<td>Testing and development of the Services and the website</td>
<td>GDPR art. 6 (1) a) - consent</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ID of the User</td>
<td>Testing and development of the Services and the website</td>
<td>GDPR art. 6 (1) a) - consent</td>
<td></td>
</tr>
</tbody>
</table>

The users are entitled to withdraw their consent any time. The users are able to grant and to withdraw their consent in the cookie consent box. If the Users do not allow cookies, video monitoring will not operate.

Furthermore, the Users can request to turn off the video monitoring by sending e-mail to the Provider to the following e-mail address: sales@sensenet.com

7. Data controller and data processors

The data controller

The controller of the personal data listed in clause 1, 4 and 5 is Provider, the information of which are the following:

Sense/Net Inc., incorporated in Hungary, located at H-1117 Budapest, Inforpark sétány 1. Building I, 5th floor, door 5, registered by the Metropolitan Company Court of Budapest under the registration number of 01-10-046440 with the VAT number of 14859034-2-43 and European Community VAT number of HU14859034
On behalf of Provider, the data is accessible to the employees of Provider whose access is essential to the performance of their duties. Access authorizations is specified in a strict internal policy.

Data processors

For the processing of the personal data of representative and contact persons, we engage the following companies, with whom we have entered into data processor agreements. The following data processors conduct the processing of personal data:

<table>
<thead>
<tr>
<th>Data processor</th>
<th>Data processor’s activity</th>
</tr>
</thead>
</table>
| Company name: Pongó 96 Bt.  
Address: 1039 Budapest, Vera u. 4. | accountant, accountancy |
| Company name: S&M Economix Számviteli, Könyvvizsgálói és Adótanácsadó Kft.  
Address: 1113 Budapest, Karolina út 16. | auditor, audit for annual report |
| Company name: Benisch Mészáros Specht & Partner Ügyvédi Iroda  
Address: 1122 Budapest, Csaba u. 15. | lawyer, legal representation |
| Company name: Barion Payment Zrt.  
Address: 1117 Budapest, Infopark sétány 1. | payment solution, infrastructure maintenance |

8. Rights of Customers’ contact persons

The detailed rights and remedies of the individuals – which include Employees and the people listed in Section 1 – are set forth in the applicable provisions of the GDPR (especially in articles 15, 16, 17, 18, 19, 20, 21, 22, 77, 78, 79, 80, and 82 of the GDPR). The summary set out below describes the most important provisions and the Data controller provides information for the individuals in accordance with the above articles about their rights and remedies related to the processing of personal data.

The information shall be provided in writing, or by other means, including, where appropriate, by electronic means. When requested by the individual, information may also be provided orally, provided that the identity of the individual is proven by other means.

The Data controller will respond without unreasonable delay and by no means later than within one month of receipt to the request of an individual whereby such person exercises his/her rights about the measures taken upon such request (see articles 15-22 of the GDPR). This period may be, if needed, extended by further two months in the light of the complexity of the request and the number of requests to be processed. The Data controller notifies the individual about the extension also indicating its grounds within one months of the receipt of the request. Where the request has been submitted by electronic means, the response should likewise be sent electronically unless the individual otherwise requests.

In case the Data controller does not take any measure upon the request, it shall so notify the individual without delay but by no means later than in one month stating why no measures are taken and about the opportunity of the individual to lodge a complaint with the data protection authority and to file an action with the courts for remedy.
8.1 The individual’s right of access

(1) The individual has the right to obtain confirmation from the Data controller whether or not personal data concerning him/her are being processed. Where the case is such, then he/she is entitled to have access to the personal data concerned and to the following information:

a) the purposes of the processing;
b) the categories of personal data concerned;
c) the recipients or categories of recipient to whom the personal data have been or will be disclosed including especially recipients in third countries and/or international organisations;
d) where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
e) the right of the individual to request from the Data controller rectification or erasure of personal data or restriction of processing of personal data concerning the individual, or to object to such processing;
f) the right to lodge a complaint with a supervisory authority;
g) where the personal data are not collected from the individual, any available information as to their source;
h) whether automated decision making (Section (1) and (4) of article 22 of the GDPR) is applied including profiling, and in such case, at least information in comprehensible form about the applied logic and the significance of such data processing and the expectable consequences it may lead to for the individual.

(2) Where personal data are forwarded to a third country, the individual is entitled to obtain information concerning the adequate guarantees of the data transfer.

(3) The Data controller provides a copy of the personal data undergoing processing to the individual. The Data controller may charge a reasonable fee based on administrative costs for requested further copies. Where the individual submitted his/her request in electronic form, the response will be provided to him/her by widely used electronic means unless otherwise requested by the individual.

8.2 Right to rectification

The individual has the right to request that the Data controller rectify inaccurate personal data which concern him/her without undue delay. In addition, the individual is also entitled to have incomplete personal data completed e.g. by a supplementary statement or otherwise.

8.3 Right to erasure (‘right to be forgotten’)

(1) The individual has the right that when he/she so requests, the Data controller erase the personal data concerning him/her without delay where one of the following grounds applies:

(a) the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed by the Data controller;
(b) the individual withdraws consent on which the processing is based, and no other legal ground subsists for the processing;
(c) the individual objects to the processing and there are no overriding legitimate grounds for the processing;
(d) the personal data have been unlawfully processed;
(e) the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the Data controller is subject;
(f) the collection of the personal data occurred in connection with offering services regarding the information society.

(2) In case the Data controller has made the personal data public and then it becomes obliged to delete it as aforesaid, then it will, taking into account the available technology and the costs of implementation, take reasonable steps including technical steps in order to inform processors who carry out processing that the individual has initiated that the links leading to the personal data concerned or the copies or reproductions of these be deleted.

(3) Paragraphs (1) and (2) shall not apply to the extent that processing is necessary, among other things, for:
   a) exercising the right of freedom of expression and information;
   b) compliance with a legal obligation which requires processing by Union or Member State law to which the Data controller is subject;
   c) archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in so far as the right referred to in paragraph (1) is likely to render impossible or seriously impair the achievement of the objectives of that processing; or
   d) the establishment, exercise or defence of legal claims.

8.4 Right to restriction of processing

(1) The individual has the right to obtain a restriction of processing from the Data controller where one of the following applies:

   a) the accuracy of the data is contested by the individual, for a period enabling the Data controller to verify the accuracy of the personal data;
   b) the processing is unlawful and the individual opposes the erasure of the personal data and requests the restriction of their use instead;
   c) the Data controller no longer needs the personal data for the purposes of the processing, but the individual requires them for the establishment, exercise or defence of legal claims;
   d) the individual has objected to processing based on the legitimate interest of the Data controller pending the verification whether the legitimate grounds of the Data controller override those of the individual.

(2) Where processing has been restricted under paragraph (1), such personal data shall, with the exception of storage, only be processed with the consent of the individual or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the Union or of a Member State.

(3) The Data controller informs the individual whose request has served as grounds for the restriction based on the aforesaid, before the restriction of processing is lifted.

8.5 Notification obligation regarding rectification or erasure of personal data or restriction of processing
The Data controller will communicate any rectification or erasure of personal data or restriction of processing to each recipient to whom the personal data have been disclosed, unless this proves impossible or involves disproportionate effort. The Data controller informs the individual about those recipients if he/she so requests.

8.6 Right to data portability

(1) The individual has the right to receive the personal data concerning him/her, which he/she has provided to the Data controller in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the Data controller, where:

- a) the processing is based on consent or on a contract; and
- b) the processing is carried out by automated means.

(2) In exercising the right to data portability pursuant to paragraph 1, the individual shall have the right to have the personal data transmitted directly from one controller to another, where technically feasible.

(3) Exercising the aforesaid right shall not contravene to provisions concerning the right to erasure ('right to be forgotten') and, further, this right shall not harm the rights and freedoms of others.

8.7 Right to object

(1) The individual has the right to object, on grounds relating to his/her particular situation, at any time to processing of personal data concerning him/her for the purposes of legitimate interests. The Data controller will no longer process the personal data unless it demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the individual or for the establishment, exercise or defence of legal claims.

(2) Where personal data are processed for scientific or historical research purposes or statistical purposes, the individual, on grounds relating to his/her particular situation, has the right to object to processing of personal data concerning him/her, unless the processing is necessary for the performance of a task carried out for reasons of public interest.

8.8 Right to lodge a complaint with a supervisory authority

The individual has the right to lodge a complaint with a supervisory authority, in particular in the Member State of his/her habitual residence, place of work or place of the alleged infringement if he/she considers that the processing of personal data relating to him/her infringes the GDPR. In Hungary, the competent supervisory authority is The National Data protection and Freedom of Information Authority (website: http://naih.hu; address: 1125 Budapest, Szilágyi Erzsébet fasor 22/c; mailing address: 1530 Budapest, POB 5; Phone: +36 1 391 1400; fax: +36 1 391 1410; e-mail: ugyfelszolgalat@naih.hu).

8.9 Right to an effective judicial remedy against a supervisory authority

(1) The individual has the right to an effective judicial remedy against a legally binding decision of a supervisory authority concerning him/her.
(2) The individual has the right to an effective judicial remedy where the supervisory authority which is competent does not handle a complaint or does not inform him/her within three months on the progress or outcome of the complaint lodged.

(3) Proceedings against a supervisory authority shall be brought before the courts of the Member State where the supervisory authority is established.

8.10 Right to an effective judicial remedy against the Data controller or the processor

(1) The individual, without prejudice to any available administrative or non-judicial remedy, including the right to lodge a complaint with a supervisory authority, has the right to an effective judicial remedy where he/she considers that his/her rights under the GDPR have been infringed as a result of the processing of his/her personal data in non-compliance with the GDPR.

(2) Proceedings against the Data controller or a processor shall be brought before the courts of the Member State where the Data controller or processor has an establishment. Alternatively, such proceedings may be brought before the courts of the Member State where the individual has habitual residence. You can find more information about the availabilities of the courts here: www.birosag.hu.

9. Data security

We follow an extensive information security ruleset regarding the provision of safety concerning the data and information under our governance, the knowing and following of which is mandatory for all our staff.

Our staff is regularly trained and coached in matters of data and information security.

Data security in IT infrastructure

Ownership: Sense/Net Inc.’s infrastructure is owned by the organization. Technical approval for major configurations must be obtained from the CTO.

Monitoring: Sense/Net is monitoring its physical and virtual servers and gather performance data to provide greater availability and prevent downtime on a proactive manner.

Infrastructure: There are a number of ways data can be destroyed or stolen. The following procedures and policies are implemented in Sense/Net’s production infrastructure to ensure data security:

- The network should be protected by a firewall that monitors and controls data flow. The firewall should be configured to deny all access by default and allow only configured traffic to prevent public access to internal networks and to place controls on publicly accessible systems.
- External facing services are placed in a DMZ.
- All information systems will be protected by antivirus protection systems where it is necessary based on the risk analysis.
- Wifi networks are not allowed in the production environment.
- Customer data is protected by regular backups.
- All servers and network devices are regularly patched with the latest available security updates.
- All public facing connections and communications are protected by encryption.
- Sense/Net Inc. utilizes a DDoS prevention system to mitigate the risk of a DDoS attack.

Data security in communication:
All communication between the Parties takes places through emails. Only a well-defined group of our staff has access to these conversations. Apart from emails, for in-house communication Sense/Net staff uses Microsoft Teams services. In case of online meetings Sense/Net employees use Microsoft Teams meeting service both with Customers and in-house.

All above mentioned communications happen strictly from Sense/Net company accounts. All devices related to these accounts are password protected.

**Data security in software development and programming**

All data (such as documents, users, etc.) stored in the customer repository are inaccessible to Sense/Net developers during development and testing time. We separate the development and testing environments from the live one, as well as development and test data from live data. Sense/Net developers are using dedicated development and test environments that are stored and maintained on separate servers.

Customers repository data will not be read during the patching, only core product related code and data will be updated.

We constantly follow procedures to identify newfound vulnerabilities, we regularly coach our developers regarding data security, and we standardize our programming techniques to avoid typical errors. Completed code is always reviewed by multiple developers and tested in multiple ways in order to ensure that the product code is secure and meet the standards.

**Data security in document management**

All documents relative to the Customer (such as contracts, order forms, invoices) are stored in sensenet which the Customer can access through the profile page of his account. From Sense/Net side only a well-defined group has access to these documents.

**Physical data security**

Sense/Net Inc. operates their servers in a certified Data Center. Physical access to the server rooms are completely controlled and servers are kept in the server racks under lock. Access to the servers are restricted only to designated Operations Personnel.

Physical access to the information systems are monitored and registered to detect and respond to physical security incidents. Physical access to the information systems are granted only after authenticating visitors before authorizing access. Visitors shall be escorted by the designated personnel. Data Center utilizes video surveillance. The access records of the visitors and Operations Personnel are maintained. Physical protection against damage from fire, flood, earthquake, explosion, civil unrest and other forms of natural and man-made disasters are designed and applied by the Data Center. Information systems are protected from power failure and other disruptions caused by failure in supporting utilities. The physical systems are designed to be redundant. Critical backups are kept in an off-site location.

**10. What procedure do we follow upon an incident?**
Pursuant to applicable law, we report incidents to the supervisory authority within 72 hours of having gained knowledge thereof, and we keep records of them. In cases regulated by applicable law, we also inform subjects of the incidents, where necessary.

11. When and how do we amend this notice?

Should the scope of data, or the circumstances of data management be subject to change, this notice shall be amended and published on the Website. Please pay attention to the amendments of this notice, as they contain important information regarding the management of your personal data.