

2nd January 2015

General Terms and Conditions on Services and Data Processing

1. Data of Service Provider

JobCTRL Informatikai Ltd.

Registered office: 1118 Budapest, Rétköz utca 5.

Company registry no.: cg.: 01-09-949636

Tax number: 23029187-2-43

Representative: Attila Vadász, managing director

2. Definitions

For the purposes of this agreement:

Subscriber: shall be understood as the legal person or business entity without legal personality that uses the JobCTRL[®] Service based on a valid Special Subscription Agreement.

Parties: shall be understood as the Service Provider and Subscriber jointly.

Work data: shall be understood as the information collected by Subscriber with the help of the JobCTRL client software or entered in the JobCTRL[®] system by Users in any other way and relating to the work managed by Subscriber as the data manager, which also include personal data. The scope of working data is described in E.1. of Schedule 1 hereto.

Data collection: shall be understood as the recording of various characteristics and data of the work done on IT tools using the client software of the JobCTRL[®] system.

Data manager: shall be understood as the Subscriber who has the consent of User for the data management.

Data processor: shall be understood as the Service Provider engaged in activities qualifying as data processing activities (performance of technical tasks related to data management operations, which is independent of the method and device used for the performance of the operations and of the place of use) under Sections 3 (17) and 10 of Act CXII of 2011 on Informational Self-Determination and Freedom of Information ("Privacy Act")

User: shall be understood as the natural person in an employment relationship or other work engagement with Subscriber.

3. Subject and scope of Agreement

3.1. The subject of this Agreement is the provision of the JobCTRL® application service and the related services in consideration for a fee (hereinafter: Service).

3.2. The JobCTRL® service is a project time and activity allocation analysis system service based on uniform statistical data collection relating to work and supported by IT tools that enables Subscriber to collect work data on Users and to manage the related database (hereinafter: "Database").

3.3. The JobCTRL® application service consists of the following elements:

3.3.1. The JobCTRL® client software service installed in the workstation collects statistical data in the computer environment and forwards them to the JobCTRL® server as follows:

- ID of computer running the client software
- currently selected task and work process
- active application running on computer
- content of header of active window
- image of computer screen (in distorted view as configured)
- intensity of keyboard use
- intensity of mouse use

3.3.2. The JobCTRL® client software service for smartphones conducts statistical data collection in smartphone environments with an Android operating system and forwards the data recorded to the JobCTRL server as follows:

- ID of smartphone running the client software
- currently selected work process
- active application running on smartphone (e.g. call manager application)
- content capable of identifying the active application (e.g. number called)
- geographical position of smartphone (GPS coordinates)

- 3.3.3. Central JobCTRL® server side application that collects, stores, processes and prepares for display the data recorded and forwarded by the client software.
- 3.3.4. JobCTRL.com web application available via the internet that enables the viewing of the features of service use, their configuration and any changes required:
- data and settings relating to users and user groups
 - data and settings relating to tasks and task groups
 - data and settings relating to automatic task mapping rules
 - functions enabling the viewing of stored data and the generation of related reports and statistics.
- 3.3.5. Validation service, whereby the operators of Service Provider check based on the parameters configured by Subscriber if the data recorded can be matched or if the actual data obtained during the sampling corresponds with the data reported by the user and, if any data group with presumed divergence is detected it is handled in accordance with the established rules of the Incident Management Policy detailed in the description of the Service.
- 3.4. A detailed description of the Service is set out in Schedule 1 hereto and the Guidelines on Use that can be accessed on the JobCTRL.com site at any time.
- 3.5. Subscriber acknowledges that the above services partially qualify as data processing activities. By signing this Agreement, Subscriber contracts Service Provider for the service of data processing and Service Provider accepts the mandate through the execution hereof.

4. Contractual period, origination of subscriber status

- 4.1. Subscriber status shall originate at the moment of electronic signature of the Special Subscription Agreement by the Subscriber and shall be for an indefinite term.
- 4.2. A key part of the electronic conclusion of the agreement is the prior registration on the JobCTRL.com website, the entry of subscriber data in the appropriate menu section of the site, the acceptance of this Agreement, as well as the top-up of Subscriber's balance with JobCTRL® points.

5. Services fees, placement of order, terms of payment

- 5.1. Subscriber shall be liable to pay a fee to Service Provider for the Service provided by the latter. The service fee shall be determined by Service Provider per user and per active workday in "JobCTRL point" (service point) units.
 - 5.2. In all cases, the service fee shall be due in advance prior to the use of the Service (prepaid subscription) in the form of topping up the "JobCTRL point" balance.
 - 5.3. Subscriber may initiate the topping up of the balance on the electronic ordering page of the service website. Parties agree that Subscriber may use the Service to the extent of the "JobCTRL point" balance added by Subscriber.
 - 5.4. During the purchase, Subscriber may choose among the following payment methods:
 - payment by bank card
 - payment by wire transfer.
 - 5.5. Service Provider shall issue an authenticated electronic invoice of the transactions initiated on the ordering page, which it shall promptly forward to Subscriber's registered electronic mailing address after the closure of the transaction.
 - 5.6. In case of payment by wire transfer, the points ordered shall be activated in Subscriber's subscription (balance top-up) within 24 hours of the receipt by Service Provider (crediting in its account) of the invoice amount. The wire transfer shall be made based on the data indicated in the invoice.
 - 5.7. In case of payment by bank card the service points purchased shall be promptly credited in Subscriber's balance.
 - 5.8. During the use of the Service, Service Provider shall decrease the "JobCTRL point" balance of Subscriber in proportion to the use of the Service in accordance with Subscriber's valid tariff plan(s) as follows:
 - active workday: a workday commenced by a user (5 minutes or longer time spent on active work)
 - all active workdays shall be liable to service fees
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- ▶ the service points calculated for an active workday shall be used in the amount as per the current service tariff plan.

- 5.9. The service points used shall be deducted daily.
- 5.10. Subscriber can choose from among the various tariff plans on the website of the service and can also initiate any change between the tariff plans here. The change in tariff plans is free of charge.
- 5.11. Service Provider shall ensure that Subscriber is able to obtain information on their balance 24 hours a day on a continuous basis. Subscriber may file any complaint relating to their traffic balance in writing to the Customer Service of Service Provider.
- 5.12. Service Provider shall promptly register any complaint and investigate them within a maximum of 30 days of the filing. It shall then inform Subscriber of the findings of the investigation in the same manner as the filing, by mail, by email within 30 days or, in case the complaint is rejected, in writing and citing reasons and within 30 days.
- 5.13. If the complaint is found legitimate by Service Provider, it shall credit the difference in fees in Subscriber's account or refund it in a single sum to Subscriber, at the discretion of Subscriber, within the period of use but no later than 30 days of the assessment of the complaint.

6. Responsibility and duties of Service Provider

- 6.1. Service Provider may and shall store and process the work data of Users specified in the Database in accordance with the instructions issued by Data Manager as set out in Schedule 1 hereto.
- 6.2. With respect to the provision of the service, Service Provider shall proceed in accordance with the relevant legislation and the provisions stated herein.

7. Responsibility and duties of Subscriber

- 7.1. In their capacity as data manager, Subscriber shall obtain the consent of Users relative to the data management.
- 7.2. Subscriber shall not be entitled to transfer, either in full or in part, its rights due hereunder to third parties by means of conclusion of any contract.

- 7.3. With respect to the confidentiality of their password Client shall have full responsibility.
- 7.4. Service Provider shall maintain the secrecy of Subscriber's password vis-à-vis third parties.

8. Specific cases of modification of agreement

8.1. Unilateral modification of agreement

- 8.1.1. Service Provider may unilaterally modify the service agreement if required for the purpose of any quality improvement of the service or if the modification solely results in the reduction of any service fee or if the content or scope of any service is expanded subject to unchanged fees. In addition, service Provider may unilaterally modify the Agreement if required by any change in legislation or authority decision or if justified by any material change in the circumstances.
- 8.1.2. If the unilateral material modification contains any adverse provisions for the Subscriber, Subscriber may terminate the agreement within 15 days of the notification without any further legal consequences.

8.2. Bilateral modification of agreement

- 8.2.1. In all other cases, Service Provider may initiate bilateral modification, whereby the failure to make a statement by either of the parties, as agreement expressed by conduct, shall constitute acceptance save the cases explicitly stated in legislation.
- 8.2.2. It shall be considered as modification of agreement initiated by Subscriber if Subscriber changes the scope of Subscriber's Existing Services or the number of those using the service, except if the purpose of this is the termination of the agreement.
- 8.2.3. In the event of termination of agreement by Subscriber, the provisions determined during the conclusion of the contract shall apply with the proviso that when ordering any new service the electronic submission of the statement of order shall be sufficient.

8.3. Changes in Subscriber's data

- 8.3.1. Subscriber shall inform Service Provider of any change in their data, their contact person, their legal person, or their finances in writing within a maximum of 8 days of the occurrence of such change.
- 8.3.2. Subscriber shall inform Service Provider of any winding-up procedure, liquidation procedure, or bankruptcy procedure in writing promptly after the launch of such procedure.
- 8.3.3. Service Provider does not assume any liability for damages resulting from the failure to provide such information, however, it may claim the reimbursement of any damage incurred as a result vis-à-vis Subscriber.

9. Restriction of service

- 9.1. Service Provider may restrict the service, or reduce its quality or other attributes, subject to the prior or simultaneous notification of Subscriber in the following cases:
 - 9.1.1. if Subscriber resells the service to a third party without the consent of Service Provider and based on the decision of Service Provider it waives its right of termination without notice;
 - 9.1.2. if the balance available to Subscriber falls below 12 points.
- 9.2. If Subscriber tops up its balance, Service Provider shall promptly end any restriction of the service, or the reduction of its quality or other attributes.
- 9.3. In case of restricted service, the balance added after the restriction shall be primarily settled retrospectively for the period of service offered with reduced content.

10. Cases of suspension of service

- 10.1. Cases of suspension of service due to reasons within Subscriber's control:
 - 10.1.1. If during the use of the service Subscriber uses the service such that as a result it interferes with the service or its quality in any way, Service Provider may suspend the provision of the service.
 - 10.1.2. If the service is suspended due to reasons within Subscriber's control, Subscriber may be obliged to full payment according to the entire number of users registered

in the system. With respect to the damages caused in connection to the suspension of service within Subscriber's control, Service Provider does not assume any liability.

10.2. Cases of suspension of service due to reasons within Service Provider's control:

10.2.1.If the service is suspended subject to prior notification of Subscriber 15 days earlier due to reconstruction, renewal, replacement, or maintenance of the network, in the absence of any other technical solution, this may not exceed 1 business day per occasion and per calendar month ("regular maintenance").

10.2.2.Regular maintenance shall be considered as maintenance activities aiming at the securing of the operating state of technical equipment ensuring the service by Service Provider and the prevention of their failure (e.g. expansion of storage area, etc.).

11. Cases of termination of service agreement

11.1. Rules of termination of agreement by Subscriber:

11.1.1.Subscriber may terminate the agreement for an indefinite term at any time and without citing reasons in writing subject to a termination notice of 30 days.

11.1.2.The termination of the agreement by Subscriber does not release Client from the obligation of payment of the fees incurred during the term of the service agreement.

11.1.3.In the event of any material breach of agreement by Service Provider, Subscriber may terminate the agreement without notice if Service Provider fails to remedy its contractual breach within 15 days despite the prior written request of Subscriber. In the event of termination without notice the agreement shall cease at the date of termination.

11.2. Rules of termination of agreement by Service Provider:

11.2.1.The period of notice for termination of the service agreement by Service Provider shall be 30 days. Service Provider shall submit its termination of the service agreement in writing.

11.2.2. In the event of termination of the service agreement, Service Provider may terminate the service agreement without notice if:

- ▶ Subscriber hinders or jeopardizes the normal operation of the service and fails to remedy the contractual breach after a warning pointing out the legal consequences,
- ▶ Subscriber resells the service to any third party without the consent of Service Provider.

11.3. The service agreement may also be terminated based on the joint will of Parties and shall cease in the event of termination of either Party hereto without a legal successor.

12. Data privacy

12.1. Parties hereto state that with respect to the activity pursued hereunder the Service Provider shall qualify as a data processor and Subscriber as a data manager to the extent provided for in the Privacy Act.

12.2. By signing the Agreement, Subscriber contracts Service Provider with activities qualifying as data processing activities (performance of technical tasks related to data management operations, which is independent of the method and device used for the performance of the operations and of the place of use) under Sections 3 (17) and 10 of Act CXII of 2011 on Informational Self-Determination and Freedom of Information ("Privacy Act") and Service Provider accepts the mandate for data processing through the execution hereof.

12.3. During the fulfillment of the agreement, Service Provider may only process the data in accordance with the Agreement and for the purpose specified by Subscriber according to the instructions and directives issued by Subscriber. Service Provider may not make any material decision concerning the data.

12.4. Service Provider shall promptly inform Client upon learning that the data have been accidentally or unlawfully disclosed or used by any staff currently or formerly employed by Service Provider or by any other party. Service Provider shall inform Subscriber without delay of any facts relating to the disclosure or use of the data that become known to Service Provider.

- 12.5. Client shall be responsible for the data management activity pursued hereunder (described in Section 3 (9) of the Privacy Act at the date of conclusion of the Agreement) according to the provisions of the Privacy Act.
- 12.6. During the fulfillment of the Agreement, Service Provider shall observe the relevant data privacy and other legislative regulations and the provisions set out herein, the rules pertaining to the management of personal data of Subscriber and the instructions of Subscriber issued based on the above.
- 12.7. During any claim filed or authority proceeding launched on account of any activity or action of Service Provider, Subscriber may engage Service Provider in the assessment of the claim or the authority proceeding and Service Provider shall be obliged to participate in them (assist in the assessment of the claim or join the proceeding).
- 12.8. Service Provider agrees that, in addition to the above, with respect to the storage and processing of data originating in connection with the provision of the service and stored on the equipment of Service Provider it shall proceed in accordance with the relevant data privacy legislation and the provisions of the Statement of Data Processing contained in Schedule 2 hereto at all times.

13. Confidential information

- 13.1. Parties agree that all information and data accessed by Service Provider or Subscriber during the fulfillment hereof shall qualify as confidential business information. Service Provider warrants that it shall handle any data accessible to it in accordance with Sections 3 (17) and 10 of Act CXII of 2011 on Informational Self-Determination and Freedom of Information ("Privacy Act") and such data shall not be transferred to unauthorized parties and shall prevent their unlawful use.
- 13.2. Parties state that neither of them is entitled to use the materials, data, documents and information provided by the other party (and accessed by the party in question) outside of the scope hereof and may not manage them in a way that compromises or jeopardizes the interests of the other party, nor disclose them to third parties in any form unless authorized by the other party. Parties shall return in full and without fail any documentation and information material containing confidential data accessed by either party during the fulfillment hereof upon the termination of the Agreement.

- 13.3. Service Provider may only disclose information accessed in connection with Subscriber during the term of the Agreement to third parties subject to the prior written permission of Subscriber. Prior to any disclosure to third parties, Parties shall agree on the nature, method, time, and content of such disclosure.
- 13.4. Parties agree that the provisions of Point 13 hereof shall remain in force for 10 years after the termination of this Agreement.
- 13.5. Notwithstanding the provisions hereof, Parties shall have no obligation of confidentiality vis-à-vis each other in respect of the following information:
- information that are already in the public domain and were not disclosed as a result of breach of this Agreement;
 - information that were provided to the Parties by a duly authorized third party;
 - the owner of which information is able to prove to the other Party in a legitimate manner that prior to the handover of the information by the other Party such information had already been known by the recipient Party;
 - the person owning the information had acquired it independent of the other Party; or
 - the disclosure of the information is required by legislation, stock exchange regulation, or a government organ or any other authority provided that the Party releasing the information uses best efforts to ensure that the information thus disclosed is handled by the recipient organization in a confidential manner and uses it only for the purpose requested.
- 13.6. Service Provider is aware of the fact that in the event of breach of the obligation to maintain the confidentiality of information it may be liable to pay damages.
- 13.7. Service Provider assumes liability for any damage caused by Service Provider or its staff during their conduct in a willful or careless manner and incurred by Subscriber, itself, or any third party. In this scope Client shall not have any liability whatsoever.

14. Miscellaneous

- 14.1. With respect to the matters not regulated hereunder the provisions of the Hungarian Civil Code shall apply.
- 14.2. Parties mutually agree to attempt to settle any dispute arising hereunder in an out-of-court way. Should such attempts prove inconclusive, they shall refer the case to the court with the jurisdiction and competence as per the Code of Civil Procedure for legal remedy.

Budapest, 2nd January 2015

SCHEDULE 1: DESCRIPTION OF SERVICES

A. Order

The use of the Service is subject to the acceptance of the JobCTRL® Service Agreement.

B. Use of service

The use of the JobCTRL® service requires the creation of users on the JobCTRL.com site or in the system installed at the site of Client, as well as the downloading and installation of the JobCTRL client software. The related information can be found on the JobCTRL.com website.

How to add users:

Users can be added and assigned the appropriate eligibilities on the JobCTRL® user page. The JobCTRL® main administrator can add additional users or co-administrator users. After the entry and saving of data on the JobCTRL® “Edit/Staff” and activation of the user the new user can log into the system using their own user name and temporary password and use the services that they are entitled to. The temporary password must be modified upon the first login.

C. Users

A distinction is made between the “Administrator”, “Teamleader”, “Project Manager” and “User” types.

Eligibilities of JobCTRL administrator or co-administrator:

- › purchase or cancel JobCTRL service,
- › modify services and users,
- › modify own password or password of any other user,
- › generate password for any user with non-administrator status,
- › administer the settings of purchased JobCTRL services,
- › administer the attributes of End Users (creation, modification, deletion; access to and eligibilities for services purchased, modification of password),
- › set up and modify groups and projects,

- › - designate heads and staff of groups and projects.

A JobCTRL subscription can feature multiple administrators.

Eligibilities of Teamleaders:

- › add task (work) for User in its group or itself,
- › configure the priority of task added,
- › modify own password through the internet,
- › access reports and evaluations pertaining to users in its group.

Eligibilities of Project Managers:

- › add task (work) for User in its project or itself,
- › configure the priority of task added,
- › modify own password through the internet,
- › access reports and evaluations pertaining to own project or Users in its project.

Eligibilities of normal Users:

- › add task (work) for itself,
- › modify own password through the internet,
- › access reports and evaluations pertaining to itself,
- › modify the statistical data of the past period already processed (retroactive data modification).

Users can access the JobCTRL user interface directly from the JobCTRL client software or the login link located on the JobCTRL.com site. Login through the JobCTRL.com site is done by entering the User Name and the password.

After the login, the upper part of the page features the user name.

D. Structure of service

The JobCTRL service consists of basic services and auxiliary services. In terms of the content of the service, the system of services of JobCTRL is two-fold:

data collection layer – using the client software installed and running on the IT devices of users,

service and data modification and evaluation layer – through the user interface available on the JobCTRL.com site.

The service can be used on any IT device (computer or smartphone) that has a JobCTRL version installed and where the user is entitled to use the service.

E. Content of JobCTRL standard service

E.1. Data collection and configuration

- 1. JobCTRL software:** installation of JobCTRL software and right of full use for the specific circle of users.

The client software of the JobCTRL system, when installed on the IT device, enables the various characteristics and data of the work done on the device to be recorded. The software can be in two primary statuses, which can be switched through the intervention of User:

- › Non-work status (color of application icon is red): no data being collected
- › Active or “Work” status (color of application icon is green or orange): the processes or operations running on the device qualify as work processes and as such are recorded and processed. The green color indicates online connection (prompt data synchronization), whereas the orange color means offline data collection (data synchronization at the next network connection available).

Data is only stored if the User launches the client application and has selected one of the Tasks pertaining to User as an active task, thus simultaneously setting the system status in “Work” status.

Data collection activity on IT devices shall comprise the following aspects:

- › (automatically or manually) selected work process, task,
- › content of header of active window,
- › language of active application (process),

- › number of keystrokes per minute,
- › intensity of mouse use,
- › visual content of screen(s) (in distorted view as configured).

During the customization it can be configured whether for reasons of data security the various data collection processes should be suspended or should be able to be suspended relative to each other. For example, when using a particular application no screen image is recorded.

- 2. JobCTRL configuration:** Use of the configuration functions of the JobCTRL.com website

Configurable settings:

- › basic settings
- › user
- › user groups
- › tasks
- › projects
- › permissions
- › rules

E.2. Processing

During the processing the data collected are forwarded by the client software to the central database, where they are automatically processed.

- 3. JobCTRL reports:** Forwarding of email based reports with editable content to email addresses that can be configured according to Subscriber, user, user group, or project.

From the data processed, the System generates daily, weekly, and monthly reports according to the settings configured by users:

- › statistical data recoded in connection with the various work processes per users,
- › data recoded relative to the various work processes,
- › project progress report.

The content of the reports depends on the user's level of permissions, access rights.

- 4. JobCTRL Reporting:** Possibility of access to report functions on the JobCTRL.com website.

On the Reports page of the System, duly authorized users can query constant (pre-defined) and editable reports for a specific period, user, user group, task group or project and can run custom queries and analyze indicators.

E.3. Monitoring

Each user of the JobCTRL is able to look into the data collected on the device used on a real-time basis and to retrieve them after recording.

- 5. Online monitoring:** Any logged in user can access the visual and numerical data collected on the device used on a real-time basis.
- 6. Offline monitoring:** A feature that enables the monitoring of user activity, where the user can browse among and view the visual and numerical data collected on the device used.

E.4. Validation service

If based on the data processed it can be presumed according to the settings typical of the user that their registered status does not correspond with the real status, the System interprets this state as data to be validated (as an incident). Example: the user is in a "Work" status, and surfing the net is not a part of it, yet the System recorded the iexplorer.exe process.

The system forwards the report on the validation to the user concerned, who has the possibility to resolve the conflict between the registered and the presumed state:

- > the period in question can be retroactively removed from the "Work" status,
- > in the opinion of the user the period in question is authentic, i.e. it conforms to their job description.

In the latter case the user submits the report on the validation to their supervisor, who decides whether to accept it.

The basic data of the Validation service may also originate from the manual processing offered by Service Provider (see Auxiliary services).

E.5. Human powered validation service

The screen images recorded are analyzed by the skilled operator of Service Provider, who mark the periods requiring validation. The above described process also applies to such needs.

- 7. JobCTRL control service 1:** A validation service that includes the random check one of 5 working days of the users.
- 8. JobCTRL control service 2:** Full validation service that includes the check of the entire working time of the users.

F. Additional services

Besides the standard services of the System, additional services are also available for data collection, the analysis of the data collected, and the tasks related to the services.

F.1. System introduction consultancy

In order to ensure that the introduction of JobCTRL® in Subscriber's environment is implemented in a short time while best adapting to Subscriber's environment, the relationship with employees and other circumstances typical of Subscriber's environment, upon the order of Subscriber the introduction of the System is aided by the consultants of Service Provider.

The consultancy on introduction covers the following tasks:

- › assessment of work environment,
- › analysis of work psychology,
- › HR expert consultancy,
- › planning of communication preparing the introduction,
- › dealing with the questions of employees in the introduction period,
- › assessment of work processes,
- › proposal for configuration of the System.

F.2. System customization and configuration

The JobCTRL® system can be configured in an easy and flexible way by users themselves. If Subscriber wants to use it with full functionality as early as at the start of its use, Service Provider shall deliver it customized and configured in advance and ready to be used. The service shall include the following:

- > entry and modification of standard settings,
- > entry of users,
- > defining user groups,
- > entry of typical tasks of various groups and for all users,
- > configuration of permissions,
- > entry of projects, project entities and typical tasks of project.

F.3. System supervision and operation service

Parties may agree such that Service Provider fulfills the tasks related to the administration and continuous supervision of the system for Subscriber. The related tasks are:

- > admission of users,
- > maintenance of user groups,
- > admission and maintenance of tasks,
- > continuous monitoring of permissions,
- > maintenance of projects.

F.4. Work efficiency and resource optimization consultancy

Based on the order of Subscriber, Service Provider provides a consultancy service for the optimization of the rate of utilization of the workforce, the development of specific processes to general levels corresponding the standards and overall performance values customary in Subscriber's industry branch and for the process-level adjustment of the equal load allocation. The scope of the consultancy service is subject to a special agreement.

SCHEDULE 2: Statement of Data Processing

1. Data Processor may and shall store and process the work data of specific Users featuring in the Database in accordance with the instructions of Data Manager according to the provisions set out in Schedule 1 hereto.
2. Data Processor agrees not to use the Database for any activity other than that described above. In particular, it may not make a copy of them in any form, save the safety backup required for the normal operation of the Service.
3. Data Processor agrees not to disclose any data accessed during the fulfillment of this Agreement to third parties.
4. Data Manager agrees that after the fulfillment of its contractual obligations it shall ensure the destruction or anonymization of the data contained in the Database.
5. Data Processor warrants that it shall carry out its activity hereunder in accordance with the instructions of Data Manager.
6. During the performance of its activities Data Processor may not engage any other data processor.
7. Data Processor may not take any material decision concerning the data management and may only process the personal data accessed in accordance with the provisions hereof and the instructions of Data Manager and shall store and archive the personal data according to the instructions of Data Manager.
8. Data Processor shall have liability of damages vis-à-vis Data Manager if it engages in unlawful conduct during its activity of data processing. The maximum amount of damages shall be the full fee paid by Subscriber for the use of the Service.
9. Data Processor declares that the system used for the provision of the Service is closed and operates as per the functionality described in Schedule 1 hereto. The processing of the data stored in the system is possible through the system features and a regulated control of eligibilities. The data are accessed for operational purposes in a regulated and documented manner in line with the internal regulations of Data Processor.

10. During the fulfillment hereof, Data Processor shall in particular proceed in compliance with the provisions of the following legislation:
- > the Act on Communications,
 - > Decree No. 16/2003. (XII.27.) IHM of the Ministry of IT and Communications on the detailed rules of subscriber agreements on electronic communications services and conclusion thereof.
 - > Government Decree No. 226/2003 (XII.13) on the special conditions of data management by electronic communications operators, data security of electronic communication services and the rules of calling line identification and call forwarding
 - > Act CXII of 2011 on Informational Self-Determination and Freedom of Information.

Attila Vadász

Managing Director

JobCTRL Informatikai Ltd.