GENERAL TERMS AND CONDITIONS

MAINTENANCE AND SUPPORT SERVICE

Service Provider Details:

Company name:	Ketsh Ltd.
Address	Nagy Lajos király str. 14./ 3. 7622 Pécs
Mail/office address	Kelenfoldi str. 2. 1115 Budapest
Telephone number:	+3620 411 9806
Email:	info@ketsh.hu
Registered by:	Registry Court of Pécs City
Company registration no.:	02-09-078175
Tax ID:	23686513-2-02
Company representative:	David Gergely, CEO
Company domain address:	ketsh.net
Bank account number (HUF):	HU18 10701214 69859319 51100005

Content and purpose of the document

The content of the contract concluded between the Customer and the Company (hereinafter: the "Contract"):
(i) the specific terms and conditions between the Customer and the Company when ordering the service and (ii) these General Terms and Conditions (hereinafter referred to as the "GTC")
determined together.
The previous contract (s), oral agreements or other agreements between the Parties shall terminate with the conclusion of this Agreement (GTC + specific terms and conditions).
Accordingly, the GTC contains the following:
• the most important data and contact details of our company,
• the rights and obligations of the Customer and the a Company,
• information on the ordering process (eg order process, whether the contract is in writing, language of the contract, correction of data entry errors, binding on the offer and confirmation, etc.)
• certain rules on performance deadlines,

• liability rules,
• supply warranty information,

Concepts

The definitions of the terms used in the GTC have been collected in full in Annex I. For the sake of better comprehension, we also define concepts in some parts of the body text here.
Technical information, mandatory information
You can find some other information required by law, which is not included in the GTC, on the Website or in our e-mails sent during individual orders.

Relevant legislation
The law governing the Contract is the law of Hungary. We have listed the most important legal regulations so that the Customer can be convinced of his rights first hand and from a completely authentic source:
• Act V of 2013 on the Civil Code (especially the Sixth Book)
• 45/2014. (II.26.) On the detailed rules of contracts between the consumer and the business
• 19/2014. (IV.29.) NGM Decree on the rules of procedure for the handling of warranty and guarantee claims for items sold under a contract between a consumer and a business
• REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46
• REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 on taking action against unjustified territorial restrictions and other forms of discrimination based on the nationality, place of residence or place of establishment of the buyer in the internal market and Amending Regulations (EC) No / 2004 and (EU) 2017/2394 and Directive 2009/22 / EC
• 1997 CLV. Consumer Protection Act
• 1999 LXXVI. Copyright Act
• CVIII of 2001. Act on Certain Issues in Electronic Commerce Services and Information Society Services
• 2011 CXX. Act on the Right to Information Self-Determination and Freedom of Information

Introduction
Language of the Contract: The language of the Agreement is English.

Basic information: offer and acceptance
The information provided on the Website does not constitute a contract on the part of the Company offer to conclude. The offer is made after the Customer contacts the Company and the Company confirms acceptance to the Customer, which is accepted by the Customer in writing and thus the contract is concluded between us.

Placing an order, concluding a contract
Orders can only be placed via e-mail.
By using the Website and / or by e-mail communication between the Parties, the Customer acknowledges and accepts the provisions of these GTC and the specific conditions for ordering the specific Product (s) / Services.

1 OPERATION OF THE SYSTEM, AVAILABILITY OF THE SYSTEM

1.1.1 As part of the operation of the System, the Contractor undertakes to carry out, in particular, but not exclusively, the operational tasks described in Annex 1 and all the necessary activities required for users to access and browse the content of the Customer's website.

1.1.2 As part of the operation, the Contractor shall ensure the availability of the System as described in Annex 1.

2 RECEIPT OF NOTIFICATION

2.1 Receiving and Processing a Report

2.1.1 The Contractor is obliged to provide the Customer with electronic access to the helpdesk system operated by him and to receive notifications related to the Service through this system, if the Customer does not choose one of the notification methods other than the JIRA system (listed in point 2.2). Notifications may include bug reports and other Service-related (e.g., support-related) notices. Upon acceptance of this Agreement, the Contractor may provide the Customer with direct access to the JIRA system - as a helpdesk and ticketing system - upon request.

2.1.2 In the event of error reports, the helpdesk system must be able to handle the following data and information:
• Error classification
• Case manager data (process manager at the Contractor)
• Current status
• Description of the fault
• Possibility to make a comment on the part of the Customer and the Contractor
• Fault ticket

2.1.3 For other notifications, the system must be able to handle the following data and information:
• Priority
• Case manager data (process manager at the Contractor)
• Current status
• Description of the announcement
• Possibility to make a comment on the part of the Customer and the Contractor

2.1.4 The helpdesk system must be able to notify the Contractor at the e-mail address provided by the Contractor in the event of a new entry or a change in a notification.

2.1.5 The Contractor shall keep the registered notifications for 6 months from the termination of the Contract and shall give the Customer access to them after prior consultation.

2.2 Handling Other Notifications (outside of Jira system)

The Contractor shall record the notifications submitted outside the JIRA system (by telephone, e-mail) in the JIRA system together with its content (ticket) and report via e-mail to the Customer's contact email address.

3 TROUBLESHOOTING SERVICE

3.1 General provisions

3.1.1 Within the framework of the Troubleshooting Service, the Contractor shall perform the tasks arising from the troubleshooting of the System following the error reporting in the helpdesk system (including the error reporting method specified in Section 2.2), ie (a) record the error on the helpdesk, (b) and correct the defect that proves to be true, or (c) if it is unable to correct the defect in its sole discretion, notify the Customer.

3.1.2 The Customer shall submit the error report to the Contractor via the helpdesk system in accordance with the regulations governing the submission of the report. The Contractor shall attach an error ticket to the helpdesk entry stating:
- The ticket number
- The date / time the error was reported
- The date / time the error occurred
- Description of the error
- Error category
- The date / time the error was rectified

If the error is detected by the Contractor, the helpdesk shall prepare a report and the related error ticket and thus notify the Customer of the error.

3.1.3 The Parties agree that the Contractor is also responsible for the correction / recovery of erroneous / lost data generated during the malfunction of the System, so in addition to the Monthly Service Fee, it may not charge a separate fee for doing so.

3.2 Correcting the Error

3.2.1 Depending on the result of the fault delimitation, the Contractor shall correct the fault by observing the deadlines according to the priority classification.

3.2.2 If the Contractor is unable to eliminate the cause of the defect on time, he may remedy the defect by eliminating the defect with a workaround that ensures that the System operates at the same level as the actual defect. If the Contractor is unable to ensure the same level of functionality of the System with the bypass correction, but reduces the error (error phenomenon) to a lower error class by a workaround, the performance deadline for the lower error class will continue to apply.

3.2.3 The Contractor shall continuously manage the troubleshooting events in the helpdesk system during the troubleshooting. The error ticket (error report) is closed by the Customer after the error has been rectified.

4 SUPPORT SERVICES

4.1 General Provisions for Support Services

4.1.1 In the case of a new version of the System resulting from all modifications affecting the System (except for other services provided under this Agreement), the Contractor shall comply with the provisions of Clause 4 of the GTC.

4.1.2 The Contractor shall make the modifications requested by the Customer (preparation of a new version) in accordance with No. 1. on the basis of the expenditure-based charges set out in Annex I. The Contractor is entitled to reject the request for quotation for the Support Service if the requested expenditure exceeds 5 man-days. In this case, the Parties shall separately agree on the conditions for carrying out the development.

4.1.3 During the development of the new version, even without the specific instruction or request of the Customer, proceed as follows:

(a) changes to the (source) code can be properly tracked using a standard version control procedure;

b) the System documentation affected by the amendments is also amended accordingly by creating new versions of the document with a uniform structure.

4.1.4 Unless otherwise agreed, the terms of use of the new versions shall be governed by the provisions of this Agreement.

4.2 Support Services Rules

4.2.1 Request for quotation, submission of an offer is a supplement to the offer

4.2.1.1 Upon the request for development related to the System, the Customer shall send a request for quotation to the Contractor by e-mail.

4.2.1.2 If the Customer sends a request for quotation to the Contractor during the term of the Contract, the Contractor shall submit an offer within 10 working days.

4.2.1.3 The Contractor may, within 3 working days of receipt of the request for quotation, request further clarification of the request for quotation and, as part of it, the development-related specification and the development schedule. In that case, the time limit for submission of tenders shall be extended accordingly, but by at least an additional 1 working day.

4.2.1.4 In the tender submitted for the tender, the Contractor shall indicate (a) the amount of time (number of man-hours) undertaken for the completion of the development, (b) the specified specification and schedule developed during the consultations with the Customer, and (c) other conditions specified by the Customer in the tender.

4.2.1.5 The Contractor shall be bound by the tender for 30 days.

4.2.1.6 If the Customer requests the amendment or further addition of the offer before accepting the offer, it shall issue a new request for quotation, in which it requests the cancellation of the previous request for quotation and the preparation of a new offer or the addition of the previous offer. If the Customer requests the addition of the previous offer, the Contractor shall be bound by the offer made for the (previous) request for quotation beyond 30 days, as long as the additional offer given to supplement the request for quotation is also binding on the Contractor.

4.2.2 Order and Fulfillment of the Order (completion of the development)

4.2.2.1 If the Customer accepts the offer, it shall send an order to the Contractor confirming the accepted offer.

4.2.2.2 The Customer shall examine the compliance of the delivered developments and the related documentation with the provisions of the Contract, the order, the specification forming part thereof, and any other previously accepted developments within 15 days after the delivery, and shall send or accept its objections to the Contractor. Support Service results.

4.2.2.3 If the Customer does not make a statement regarding the examination or approval of the handed over development within the 15-day deadline, the development shall be deemed to have been received or accepted.

4.2.2.4 If the Customer raises an unfounded objection, the deadline available to the Contractor shall be extended by the time of the delay thus caused.

Based on the objections, the Contractor, unless otherwise agreed by the Parties, shall prepare an improved version of the given development within 5 working days and hand it over to the Customer.

4.2.2.5 If the Contractor refuses to make or repair the development, the Customer may withdraw from the given order.

4.2.2.6 If the development is not suitable for use even after the repair, the Customer may, at his / her option, withdraw from the given order or request the repeated repair by returning the development and applying the legal consequences of late performance.

4.2.2.7 Parties to Act LXXVI of 1999 on Copyright TV. § 49. and the application of the provisions of the second sentence of Section 60 (4) shall be excluded.

4.2.3 Change management for orders

4.2.3.1 If the Customer wishes to deviate from the order ("change request") and indicates the date of the change request, the Contractor shall examine the feasibility of the change request within 5 days and make an offer to the Customer about the additional remuneration required to fulfill the change request. .

4.2.3.2 If the Customer accepts the terms and conditions of the Contractor's offer in writing within 15 days of the Contractor's response, the Contractor's response shall be deemed an accepted offer and the order affected by the change request shall apply unless otherwise agreed by the Parties.

5 LIABILITY FOR PAYMENT

5.1 General rules for payment of fees

5.1.1 The Customer shall pay the fee specified in Annex 1 to the GTC in return for the provision of the Services.

5.1.2 The monthly Service Fee specified in Annex 1 to the GTC includes the fee for the services specified therein in the form of a flat fee for an unlimited period of time.

5.1.3 Invoice for other Services in addition to the Services included in the monthly fee of the Operating Service in accordance with the expense-based fee specified in Annex 1.

5.1.4 Periodic Services provided under the Contract (Operating Services) will be invoiced in advance by the Contractor without proof of performance (PoP). Contractor of the Civil Code. 6:38. § (1) and

2007.VII. TV. Pursuant to Section 159 (1), he is entitled to issue an invoice for the services provided under the Contract without proof of performance (PoP).

5.1.5 The Customer is obliged to pay the fees included in the invoice no later than 8 days from the receipt of the invoice. The method of payment is a bank or other financial service provider transfer to the bank or other account number indicated on the Contractor's account - in the absence thereof, specified in Clause 1 of the Contract.

5.1.6 If the Customer is late in fulfilling its payment obligation, the Contractor is entitled to enforce a late payment interest of 15%. to demand an amount of HUF 40 corresponding to § 3 (1) of the Act.

5.2 Payment of the Support Service Fee

5.2.1 The Service Fee for an order placed on the basis of a request for quotation is included in the given order, which the Contractor may invoice after the performance of the Support Service.

In the case of a support service, the Customer has 15 calendar days to test and / or accept the results of the support service. If the Customer does not object to the result of the support service within the above 15 calendar days, the result of the support service shall be deemed accepted.

Contractor of the Civil Code. 6:38. § (1) and 2007.VII. TV. Pursuant to Section 159 (1), is entitled to issue an invoice for the value of his support services provided under the Contract without a certificate of performance (TIG). If invoice is not paid by Customer in 10 working days, Contractor may limit the services partially or fully.

5.2.2 The Contractor is obliged to indicate the order ID or other related data in the invoice.

6 INDUSTRIAL PROTECTION AND COPYRIGHT PROVISIONS

6.1.1 Contractor agrees that if it modifies (improves, enhances, redesigns) any software / website code under this Agreement for which the Parties have provided for copyright matters in a separate agreement, in particular the Development Agreement, the terms of this separate agreement will continue to apply. the copyright provisions of the modified software apply.

6.1.2 For other independent developments carried out under this Agreement, the Contractor shall ensure the acquisition of the right of use and the use of the relevant source code and source file in accordance with the conditions specified in the Development Agreement.

7 OTHER OBLIGATIONS OF THE PARTIES

7.1 Obligation to cooperate

7.1.1 The Contractor shall cooperate with third parties specified by the Customer during the performance of the Contract.

7.1.2 In the event of the development or connection of a new interface to the System, the Contractor shall cooperate with the supplier of the new interface in the development, testing and implementation and testing of the new interface.

7.1.3 The Contractor shall be liable for any damage caused by a breach of his obligation to cooperate under this clause.

7.2 Contractor's obligation to provide information

During the activity performed by the Contractor, the Contractor shall draw the Customer's attention to the (a) abnormal environmental conditions, (b) operating habits, or (c) any other practices or sources of error presenting a danger to the operation of the System, even if this does not directly threaten the operation of the System.

8 SCOPE, TERMINATION AND AMENDMENT OF THE AGREEMENT

8.1 Scope of the Agreement

The Agreement shall enter into force on the day of the live commissioning of the System, ie on the day when the System has been accepted by the Customer and made available to users with full functionality. The contract is for an indefinite period.

8.2 Termination of the Agreement

8.2.1 Either Party may terminate the Contract without giving any reason by giving a notice to the other Party in an email at least 10 working days before the end of the service period (quarter, half year, year).

8.2.2 Without any prior notice, the Contractor shall be entitled to suspend its services if the Customer fails to pay the invoice within 3 working days after the unsuccessful expiry of the payment deadline indicated in the invoice sent to him.

8.2.3 The Contractor is entitled to terminate the Contract with immediate effect by notifying the Customer in writing if, despite the Customer's written request, the Customer does not fulfill any of its due payment obligations within 30 days.

8.2.4 The termination of the Contract shall not affect the scope of the provisions on legal guarantee, the granting of the right to use copyright works created and transferred during the performance of the Contract, or the transfer of copyright property rights.

8.2.5 The termination of this contract only affects the performance of the ongoing Support Services ordered if the Customer has expressly withdrawn from them.

8.2.6 The parties shall account for the work performed until the termination takes effect.

8.2.7 Upon termination of the Contract, the Contractor shall hand over the documents, codes and data carriers generated during the provision of the Services to the Customer in electronic form.

9 OTHER PROVISIONS

9.1 Amendments to the Agreement
Contractor is entitled to unilaterally increase the fee once a year, starting on 1 January each year. The Contractor shall notify the Customer of the increase at least 10 days before it takes effect.

9.2 Appendices
The following annexes are an integral part of the GTC:
No. 1 Annex I - Service Fees
No. 2 Annex I - Definitions

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SERVICE FEES

The fees shown in this annex do not include VAT

Standard:

	XS	S	M	L
Monthly net fee in HUF	10	20	35	50*
Available space (web and email)	1 GB	2,5 GB	5GB	10GB + 5EUR per each 5GB
Regular system refresh	None	6 months	3 months	Monthly
Regular backup	1 backup when page initiated	6 months	3 months	Monthly
Correction deadline if non-blocking issue	Within 5 workdays	Within 2 workdays	Within 2 workdays	Within 1 workday
Correction deadline if blocking issue	Last saved backup within 2 workdays	Last saved backup within 2 workdays	Last saved backup within 24 hours	Last saved backup within 24 hours
Service Desk available	No	No	Yes	Yes
Sysytem issue Alerts	No	No	Yes	Yes
E-mail management	0	0	20 minutes / month	20 minutes / month
Critical safety updates asap	No	No	No	Yes
Ad-hoc updates	No	No	No	Yes
Domain management (for new domains)	No	No	No	Yes

*Individual tariff: As agreed with the customer

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2 Support Services Fees

Expense-based fees may be invoiced by the Contractor after the offer has been made on the basis of individual orders and its acceptance by the Customer.

All other requests after the handover of the website will be made for a fee of EUR 35 + VAT / hour.

Preparation for the language, if necessary EUR 75 + VAT / language. Translation and uploading of language materials is not included in the price.

The price is to be paid in one installment, with an 8-day payment deadline after the website is armed.

The cost of domain names is not included in the price.