Magyar Telekom Plc.
Hosting - General Contract Terms and Conditions

Effective: April 14, 2022

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1. Service-specific definitions

Basic Services: when basic services are connected, Customer devices receive a unique Data Park device ID. Each device ID is indicated as a separate item in Annex 1 to the Service Contract or Contract. Requests can be made by referring to the device ID. Customers may specify a different contact person for each individual device ID.

Shelf Basic: provides a computer room environment with 1 pc of IEC C13 power connection, with a maximum size of 80 cm (height) * 20 cm (width) * 60 cm (depth), capable of supporting a device that stands stable on a flat surface. The place of use of the service can be a data park hosting zone. The zone does not have a public network connection, and it is only connected to one or more other devices.

Shelf Trend: In addition to Shelf Basic, this service includes 1 piece of 100 Mbps Internet connection and 1 public IP.

Rack Basic: provides machine room environment for a standard rack of 60 cm (width) * 100 cm (depth) (including mounting rail) for the number of units specified in the annex of the contract, complete with 1 piece of IEC -C13 power connection.

Rack Trend: In addition to the Rack Basic service, the service includes 1 piece of 100 Mbps Internet connection and 1 public IP.

Virtual server: Provision of 1 virtual server in the configuration specified in the service catalogue, on a leased basis, on a redundant architecture with 1 pc of 100 Mbps IP network connection. The virtual environment is operated by the Service Provider, while the operating system and applications installed on the virtual server are not in a default setup. The operating system and the application installed on the virtual server shall be provided by the Customer and shall not be a Microsoft product. In order to use the service the VMware Tools program shall be installed and running on the virtual server. The VMware Tools program is provided by the operating system supplier or upon request by the Service Provider.

Rack cabinet placement: provides machine room environment for a rack cabinet of max. 48 U (height) * 60 cm (width) * 100 cm (depth) with 2 pieces of IEC -309 single-phase industrial connectors.

Rack cabinet rental: provides machine room environment for a rack cabinet of min. 42 U (height) * 60 cm (width) * 80 cm (depth) with at least 30 pieces of IEC-C13 connectors.

Non-hosted service: a hosting type of service provided for a device that does not involve device placement or for a device that is placed in a non-hosted zone (e.g. device rental with placement in a non-hosting zone, network or backup services provided outside the hosting zone).

Upon mutual agreement the Customer and the Service Provider may deviate from the above parameters in specific cases. In case of the unsatisfactory technical condition of the device to be placed or if the technical conditions for its placement are not fulfilled, the Service Provider may refuse to place the device.

Value added services

Device lease: provision of a server or network device as per the type and configuration specified in the service catalogue in the form of a lease, and the operation of its hardware. As the proactive monitoring of HWs can only be provided through the OS, if the service does not include OS operation or in the case of network devices firewall operation, the Service Provider will only be informed on possible service failures on the basis of the Customer's relevant notification.

Cold reserve: in the case of a device rental service, a device identical to the configuration as specified in the service catalogue is kept in standby for the Customer, that the Service Provider uses for the replacement of the device in service within 30 minutes upon the Customer's request.

Upgraded hardware operation: in the case of a device rental service, the Service Provider repairs the HW failure of the rented device within 4 hours from the Customer's notification.

Internet connection: copper (RJ-45) or optical (SC/LC MM/SM) public internet connection, technical implementation, bandwidth and redundancy are subject to individual design together with the Customer in each case. The service does not include IP or IP range.

IP: the device, service included in the basic service (internet connection in the case of OS services) can be used with the 1 piece of public IP address provided by the Service Provider at the time of connection of the service. The Service Provider allocates the IPs from larger domains dedicated for this purpose to multiple customers with common broadcast traffic. The number of IPs allocated to a given device may be subject to the technical assessment - decision of the Service Provider.

IP domain: the device, service included in the basic service (internet connection in the case of OS services) can be used with the IP address range provided by the Service Provider at the time of connection of the service, while the technical implementation, together with the internet connection, is subject to the design together with the Customer in all cases. The range to be allocated can be subject to a technical assessment - decision by the Service Provider.

Load Balancing: service provided in the case of multiple internet connections, which redirects requests made to the IP provided by the Service Provider to the IPs on the Customer's devices, configured on the basis of the rules specified by the Customer. The Service Provider allocates IPs for this purpose from dedicated IP domains (separated from other domains).

Core routing: statically or dynamically routing and forwarding to peering partners an IP domain not owned by the Service Provider, to the internet connection of a device included in the basic service.

Private VLAN port: connection of a device or service included in the basic service to the data hosting network through the type and speed of interface as specified in the service catalogue, where only the traffic of Customer devices with such service is transferred.

Private VLAN-virtual: provided as a Private VLAN port, but by way of creating a new VLAN on existing physical connections, e.g. connection of a virtual server to a private VLAN.

Dark fiber: service to enable passive network connection of devices operating inside and outside of data park hosting zones. The service allows, for example, the use of a hosting type internet connection for

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devices outside hosting zones, and access to external internet service providers for devices in a hosting zone.

Additional power connection: power connections in addition to the 1 piece or multiple connections included in the service.

Operating system installation: in the case of device lease or virtual server services, the Service Provider shall install the operating system and applications specified by the Customer on the device being part of the service on one occasion and transfers the relevant access data to the Customer. From this point of time the server is operated by the Customer. The details of the service are always subject to individual design together with the Customer.

Operation of operating systems: provided as OS installation, but the Service Provider does not transfer OS-level data, only provides application level access, while all hardware and OS related operations are performed by the Service Provider. The details of the service are always subject to individual design together with the Customer.

Operation of firewalls: if the subject of the lease is a firewall, the Service Provider agrees to operate it, and update firewall rules as per the Customer's requests.

Storage and change of data carrier media: the Customer's magnetic, optical or other data storage media is stored in a fireproof cabinet and placed in the device being the subject of the basic service, in line with the backup order defined by the Customer.

Storage space: free storage space available from IP domains of the data park through FTP, the size of which is specified within the frame of the service.

Optical storage space: The configuration of the high reliability, high speed dedicated storage space, available on the MM optical interface, is always subject to individual design performed together with the Customer.

Data Park Backup: a Crashplan-based deduplicated backup service provided for the device or service included in the basic service. The service item requires one license per server and one Crashplan storage space of a predefined size, shared by even several servers. The service requires the installation of client side Crashplan software.

Software Lease: the monthly lease of a license for an operating system or application installed on a server included in the basic service, which is not installed and operated by the Service Provider by default.

Dedicated virtualization environment:
Virtual runtime environment with high availability, implemented on the devices provided by the Service Provider. The service includes the hardware level operation of servers as well as the installation and operation of the virtualization environment.
The service consists of the following service items and is implemented in each case upon case-by-case design together with the Customer: two or more servers with a specific type and configuration of redundant power supply in a lease scheme, optical storage space used by all servers in the running environment,

redundant internet connection for each server, private VLAN port for management purposes, 1 piece of virtual server for firewall purposes, VMware VSPP license fee.

The installation and operation of the OS and the provision of software licenses are the responsibility of the Customer.

VMware-based virtual environment:

A VMware-based virtual runtime environment for devices provided by the Service Provider.
The service includes the hardware level operation of servers as well as the installation and operation of the virtualization environment. The conditions of using this service are identical with the ones for Operating System Management, except that in this case the operating system is VMware ESXi. In order to perform periodic maintenance, which may result in service outages, the Customer shall provide the Service Provider a maintenance timeframe, the frequency of which depends on the development of VMware ESXi. This consists of the following service items: server with redundant power supply of a predefined type and configuration, in a lease scheme, internet connection for each server, and private VLAN port for management purposes. The installation and operation of the OS and the provision of software licenses are the responsibility of the Customer.

Virtual server backup service - Veeam® Backup and Replication:

The service provides backup, based on Veeam® Backup and Replication solution for customers using the virtual server lease service. The service is snapshot-based, so the entire virtual server is backed up while the server is running. A backup is made once a day and it is stored for seven days. The setting of the backup and, if necessary, its restore is performed by our experts. Following the submission of the restoration request through the https://portal.adatpark.hu interface, the restoration of the backup will be started upon consultation with the submitter of the request.
Once the restoration has started our experts provide information on the expected end of the process.

2.   Name of the Service Provider, sites

Name, address and organizational structure of the Service Provider:
Magyar Telekom Public Limited Company
Corporate registration number: 01-10-041928
Registered seat: 1097 Budapest, Könyves Kálmán krt. 36.
Service sites(s): as indicated on the www.adatpark.hu website or as set out in Annex 1 to this GCC.

Hereinafter: Service Provider

The objective of this GCC is to summarize the general terms and conditions of the hosting services provided by the Service Provider. The Parties may set out conditions that are different from those contained or not regulated herein in the service contract.

The General Contract Conditions are available on the Service Provider's website.

3.   Contact details of the customer service

Corporate Customer Support Center
Telephone: 1400
Postal address: 1276 Budapest Pf. 1400
E-mail: uzleti@telekom.hu

The Service Provider reserves the right to make a voice recording of calls received on Customer Service telephone numbers. The calling party will be informed on the recording in all ceases prior it is made. If the caller party refuses to accept the voice recording the case can only be managed in person.

Fault reporting and information on technical issues:
- Primary fault reporting interface https://portal.adatpark.hu
- HELP SMS service: (+36) 30 383-9997 (from Hungary send the word HELP in an SMS message)
- Cases not requiring identification and non-urgent technical requests
rendszergazda@adatpark.hu

4.   Term, provisions of the Contract

4.1   List of data that are required to conclude the contract, term, provisions of the contract

It is a precondition for the conclusion of the Contract that the Customer provides data for the Service Provider that are necessary for the identification of the Customer:

- In the case of a natural person, these data are as follows: name, address, residence, name at birth, mother's maiden name, place and date of birth, mobile telephone number and e-mail address. In the case of a person with limited capacity the above information of the legal representative is also required.
- In the case of a non-natural person Customer, the following data are required: name, registered seat, company registration number, tax number, bank account number, name of the representative acting on behalf of the non-natural person, mobile telephone number (for SMS notifications) and e-mail address.

The Service Provider reserves the right to verify the authenticity of the data provided. If the Customer fails to provide the data required for the conclusion of the Contract or provides false data, the Contract shall be rendered void with retroactive effect to the date of its conclusion.

4.2   The legal relationship is established as follows:

A legal relationship between the parties may be established by a Service Agreement duly signed by both Parties.

4.3   Term, duration of the Contract:

4.3.1   The Parties may agree in the technical annex (Annex no. 1), being an indispensable part of the service contract, that the service is provided for a definite period. The Parties expressly stipulate

that if the Service Provider discontinues to provide the service at a given site and the Customer refuses to agree to relocate the service to another site within the same administrative unit the Service Provider is entitled to terminate the Contract with 90 days' notice.

4.3.2   If the Customer continues to use the service for at least one calendar day following the expiry of its term, the definite term contract is automatically transformed into an indefinite term contract.

4.4   The Customer's responsibility:
- The Customer shall not transfer the use of the service to any other party.
- The Customer shall not be entitled to transfer its rights to a third party by way of concluding a service contract.
- The Customer shall be fully responsible for the use of any service accessed with its own password.
- The Customer is fully responsible for keeping its password in strict confidence. The Service Provider shall keep the Customer's password confidential towards third parties. The Service Provider shall reveal the Customer's password only to the Customer.

4.5   Notification of the Customer:

Notifications sent by the Service Provider to the Customer by post shall be deemed to have been received on the tenth day following their sending, unless proven otherwise. The notification is also deemed to have been received on the tenth day after posting if it is returned to the Service Provider from the address indicated in the service contract with the indication of "failed to receive", "addressee moved" or "addressee unknown". The Customer is responsible for notifying the Service Provider in the case of any change to its data. The Customer may not refer to a failure of notification if the Customer is responsible for the failure to serve the notification on the change of data.

For the purpose of the service contract and this GCC any communication, document, notice, communication, information, invitation, request or any other, non-specified statement by the Service Provider shall deemed to be a notification.

The time of receipt of a notification sent by means other than post (e-mail, SMS, MMS) is identical with the time of its sending as stored in the Service Provider's system, unless proven otherwise.

5.   Cases of amendment of the Contract

5.1   Unilateral amendment of contract:

5.1.1   The Service Provider is entitled to unilaterally amend the GCC, if this is necessary to improve the quality of the service based on the requests of the Customer. The Service Provider is also entitled to unilaterally amend the GCC if it is necessary by a change in the legislation or a decision of a public authority; or by a change in the relevant circumstances.

5.1.2   In the event of a material amendment the Service Provider shall publish the change of the GCC on its website 30 days prior to the change enters into force and notifies the Customer by e-mail. Material amendment includes cases of the substantial change of quality targets.

5.1.3   If the unilateral material amendment contains provisions that are detrimental to the Customer, the Customer shall be entitled to terminate the Contract within 15 days of the notification without any further legal consequences. However, the Customer may not terminate the Contract in such cases if it agreed to use the service for a definite term and concluded the Contract in a way that discount(s) were connected to such provisions and the amendment does not affect the discounts or the fees contained in the Service Contract. If the amendment affects the discount the Customer may not claim the discount for the period following the termination of the contract.

5.1.4   The Service Provider is not obliged to apply the notification period set out in this section to the GCC in cases where the amendment is made due to the introduction of a new service and it does not affect the provisions of the GCC applicable to the services already provided.

5.2   Bilateral amendment of contract:

The Parties expressly stipulate that, in addition to the provisions of section 5.1, if the Service Provider initiates an amendment by way of notification by e-mail to the address provided by the Customer and the Customer does not object to the amendment within the deadline specified therein, the amendment shall be deemed accepted. The objection shall be regarded as a termination, however, the Service Provider shall not be entitled to charge penalty. In the event of a dispute the burden of proof that the Customer was duly notified on the amendment within a reasonable period shall be on the Service Provider. Failure to object shall not constitute acceptance of an offer to amend the contract that would result in the ordering of a new or additional service (related to the service already used by the Customer), which would impose an additional burden on the Customer.

5.3   Change of the service:

The Parties may send and confirm orders to each other electronically through the email addresses (domains) specified in the Service Agreement. However, the Parties hereby put on record that if requested so they shall produce evidence to each other on such electronic forwarding of documents.
Documents sent from an address other than these addresses shall not constitute a legal statement and thus shall not create any obligation between the Parties. The Parties shall notify each other without delay, but no later than within 3 working days, in case of a change of address referred to above. The Parties agree to give priority to agreements made by electronic means.

The Parties also agree that they may use mixed channels in the conclusion of a contract. (For example, electronic quotation, hard copy order and electronic confirmation.)

6.   Cases and conditions for limitation and reducing the quality or other parameters of the service

6.1   The Parties stipulate that in the case the Customer is in debt with the payment of any fee the Service Provider shall be entitled to prohibit the removal of the Customer's equipment until the debt has been settled, but no later than for 24 months.

6.2   The Customer is entitled to install equipment and property at the place of the service, nevertheless, it is obliged to inform the Service Provider of ownership matters and any other facts that may prevent the above from being fulfilled in the form of a written statement at the time of conclusion of the service contract.

6.3   The Service Provider may limit or lower the quality or other parameters of the service, with prior or simultaneous notice to the Customer, in the following cases:

6.3.1   If the Customer pays the fee due (or agrees to pay in instalments) or requests the Service Provider to reconnect the service upon payment of the fee in which cases the Service Provider shall immediately unblocks the limitation, reduction in quality or other parameters of the service.

6.3.2   If the Customer obstructs or endangers the proper functioning of the Service Provider's network, in particular if

- if the subscriber connects terminal equipment that does not have a certificate of conformity to the subscriber access point, or a terminal equipment fitted with the wrong interface;
- The Customer sends out unsolicited mail by way of using the service. Unsolicited mail means electronic messages that:

    - Contain commercial or other information and the addressees have not expressly requested that this information be sent by email.
    - Are bulk emails sent in large volumes, the content of which is almost identical and the addressees have not explicitly requested to receive these emails.
    - Emails with more than 32 addressees in the "addressee" list (To, Cc, Bcc)

- The Service Provider may refuse to receive or transfer such unsolicited commercial or bulk e-mails or large volumes of mail by means of software and/or hardware to protect its network and systems.
- The Customer sends out electronic mail by way of using the service where:

    - the sender's e-mail address is intentionally false or covered.
    - contains an attachment infected with a virus
    - contains an attached executable file that performs an action that is contrary to the interest of the addressee(s) or the Service Provider and that may be carried out against the good faith of the addressee.
    - contains offensive language to social values and human dignity. Examples include misleading, obscene, sexually explicit, violent language, encouragement to take unlawful action, or generates religious or political upheaval.

- The Customer attempts or performs unauthorized data acquisition, data transmission or breaks into other computer systems using the service, in particular:

- unauthorized viewing, obtaining or attempt to obtain non-public or business secret data or files stored on the personal computers or servers of internet users or used while using the internet
- unauthorized alteration or attempt to alter data or files stored on personal computers or servers of internet users,
- unauthorized uploading or attempt of uploading data or files to the personal computer or server of an internet user that could compromise the Customer, or may adversely affect the operation of the computer,
- unauthorized use of computers and their resources owned by others for personal use (e.g., proxies, email servers, printers, network gateways and other connected hardware devices).

- The Customer, using the service, stores or transmits data or information on the Customer's server which:

  - was obtained unlawfully or infringes copyright
  - contains offensive language to social values and human dignity. Examples include misleading, obscene, sexually explicit, violent language, encouragement to take unlawful action, or generates religious or political upheaval,
  - violate the Fundamental Law of Hungary or the laws and regulations in effect,
  - misleads about the characteristics of the product, the price or the content of the service offered by the Customer.

6.3.3   In the event that the Service Provider's services are used for the purpose of a transmission which, although is not in breach of the above rules, however, causes significant social resistance or significantly harms the Service Provider's business interests, the Service Provider reserves the right to identify the publisher and to enter into negotiations with it to discontinue such transmission while discloses this information to the public.

6.3.4   If the Customer resells the service to a third party without the consent of the Service Provider.

6.3.5   If the Customer has more than one subscription, and in relation to any of them it violates the provisions of this GCC or the Service Contract, the Service Provider is entitled to apply the above mentioned sanctions to all of the Customer's subscriptions simultaneously, with immediate effect.

6.3.6   The Customer shall be held responsible for the lawfulness of the software installed and the content of the data stored on the server. In the event that a third party requests any such limitation, the Customer shall, while remaining liable for damages, take action at its own expense to defend the legitimate interests of the Service Provider.

6.4   Cases of the suspension of services:

6.4.1   The service may be suspended for reasons in the Service Provider's scope of interest.

6.4.2   If the Customer uses the service in a way that impacts the service or its quality in any way, or violates the ethical rules applicable to the use of the internet, the Service Provider may suspend the provision of the service.

6.4.3   If the Customer operates, modifies or connects other equipment in an unauthorized manner to the equipment used for the service otherwise as stipulated in the contract, the Service Provider may suspend the provision of the service.

If the service is suspended in line with the provisions of section 7.2.3.-7.2.4. the Customer can be obliged to pay the full fee.

6.5   The Service Provider shall not assume liability for any damages caused by the suspension of the service to the Customer.

7.   Termination of the service contract or a given service

7.1   Rules of termination of the Contract (including cases where only a particular service(s) is terminated) by the Customer.

7.1.1   The Customer may terminate the Contract or service of indefinite term at any time, without providing any reason, by 30 days' written notice. The date of termination of the Service Contract or the service shall be the 30th day upon receipt of the written termination notice by the Service Provider.

7.1.2   The termination of the Contract by the Service Provider does not relieve the Customer from its obligation to pay all fees incurred during the term of the Service Contract.

7.1.3   The Customer shall be entitled to terminate the Contract with immediate effect in the event of a material breach thereof by the Service Provider, provided the Service Provider fails to remedy the breach of contract within 15 days despite the Customer's prior written notice. In the event of termination with immediate effect the Contract shall terminate on the 15th day following receipt of the notice of termination, unless the Service Provider remedies the breach of contract.

7.2   Termination of the Contract by the Service Provider

7.2.1   The period of notice for termination of the Service Contract by the Service Provider (including where the termination is applicable to only a specific service(s)), except as provided in section 7.2.3, shall be 30 days. The Service Provider shall send the notice of termination of the Service Contract in writing.

7.2.2   If the reason for termination of the Service Contract is the Customer's breach of contract and the Customer remedies thereof in a verified manner during the notice period, and the Customer does not expressly request termination of the Contract at the same time, the Service Contract shall not be terminated upon the Service Provider's termination. In such cases the Service Provider shall inform the customer simultaneously with the termination.

7.2.3   The Service Provider is entitled to terminate the Service Contract in the event of breach thereof by way of 15 days' notice in line with the above conditions in the below cases:
   ▪ the service obstructs or endangers the proper operation of the service, and the Customer fails to comply with a notice to cease such conduct, in spite of being duly notified of the relevant legal consequences.
   ▪ if the Customer resells the service to a third party without the consent of the Service Provider.

- the Customer fails to pay the payable fee upon having been notified of the relevant legal consequences. The extended deadline for payment provided in the notification is 30 days.
- the Customer's equipment consume more than 150 W/machine IT power

7.2.4   If the Customer settles the payment within the extended deadline the Service Provider does not terminate the Service Contract.

7.2.5   The Parties are not entitled to terminate a definite term contract by ordinary termination.

7.2.6   The Service Contract can be terminated by mutual consent of the Parties and in the event of the termination of either Party without legal succession.

7.2.7   Upon termination of the Contract the Service Provider may only conclude a new service contract with the Customer if the Customer is not in arrears with the payment of service fees or the previous service contract was not terminated upon default of the Customer within 1 year. If the Customer paid its due debt with significant delay and the Contract was terminated by the Service Provider upon breach of the fee payment obligation, the Customer is only entitled to conclude a new contract if it provides a financial guarantee, corresponding to the Customer's previously outstanding debt or up to twice the amount of the debt.

7.2.8   The termination of the Contract does not relieve the Customer from its obligation to pay all fees incurred during the term of the Service Contract. In the event of an overpayment by the Customer, the Service Provider shall reimburse the Customer up to the amount of the overpayment, upon the Customer's written request, to the bank account or postal address specified therein. If the Service Provider terminates the Service Contract it shall simultaneously inform the Customer in the termination notice, with the exception of section 6.3, that the device(s) are disconnected upon expiry of the termination period, and the Customer shall have 2 weeks to remove its devices from the premises. If the Customer fails to remove its device(s) within the deadline the Service Provider is entitled to destroy or donate them to a third party for charitable purposes after the data thereon has been erased.

7.2.9   In the event of termination by the Customer before the expiry of the definite term or in the event of breach of obligations by the Customer or termination of the Contract for any reason due to the Customer's default the Service Provider is entitled to oblige the Customer to pay penalty under the following conditions:

   In the case of 1 year definite term service:
- If the Contract is terminated within the first 6 months: an amount equal to 6 months of service fee shall be paid.
- If the Contract is terminated in the 6th - 11th month: an amount equal to 3 months of service fee shall be paid.

In the case of 2 year definite term service:
- If the Contract is terminated in the first year: an amount equal to 12 months of service fee shall be paid.
- If the Contract is terminated in the second year: an amount equal to 6 months of service fee shall be paid.

In the case of 3 year definite term service:
- If the Contract is terminated in the first year: an amount equal to 18 months of service fee shall be paid.
- If the Contract is terminated in the second - third year: an amount equal to 12 months of service fee shall be paid.

In the case of a 5-year definite term service:
- If the Contract is terminated in the first year: an amount equal to 30 months of service fee shall be paid.
- If the Contract is terminated in the second - third year: an amount equal to 18 months of service fee shall be paid.
- If the Contract is terminated in the fourth - fifth year: an amount equal to 12 months of service fee shall be paid.

8. Contact details for fault reporting, agreed fault target limits, the process of registering fault reports

8.1 The Service Provider shall operate a fault reporting platform for 24 hours a day, 365 (366) days a year, where the Customer can directly report a service failure. The Customer may report faults by using the contact details set out in section 3 of this GCC. The Service Provider is entitled to refuse to take the necessary action on the fault report if the Customer is in arrears with the payment of due amounts.

8.2 Following the fault report submitted through the channel specified in section 3 the Service Provider shall immediately start the fault detection and repair process and continues it until successful completion. The fault repair deadline is based on the Service Levels for each service, in lack of such deadline 72 hours from the reporting of the fault report or the time necessary by the nature of the fault.

8.3 The Service Provider shall record system fault reports, the results of troubleshooting and the corrective measures using a system with facilities for retrieving information and to retain these records for one year in due observation of data protection regulations.
These records shall contain:
- a) the Customer's name or other identification information;
- description of the fault reported;
- date and time when the report was received (year, month, day, hour);
- cause of the fault;
- description and time of the fault repair (year, month, day, hour);
- method and time of notifying the Customer.

8.4 Troubleshooting target:
The Service Provider shall repair faults reported by the Customer and proven to be justified based on the findings of the fault clearance process, within the deadline set out in this GCC. If

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the repair was not possible within the deadline agreed between the Service Provider and the Customer for reasons beyond the Service Provider's reasonable control, the deadline for the repair shall be extended with the period of the downtime.

8.4.1   In the event of late or defective performance of the contract the Service Provider shall be held liable for the loss of value of the Customer's property. This is the value with which the Customer's assets is reduced as a result of the Service Provider's default. The Service Provider is not required to compensate for loss of profit, or for costs necessary to reduce or eliminate the economic and non-economic damage of the Customer.

8.4.2   The Service Provider does not have to compensate for that part of the damage that results from the Client's inactivity as it would normally be expected in the given situation in order to prevent or reduce the damage.

8.4.3   In the event of a failure of a service component the Customer is entitled to claim penalty for the given service element, exceeding the SLA, as set out in Annex 1 to the GCC.
The basis of penalty is the average monthly fee per hour started in the case of the given service component and averaged over the last 12 months. The amount of the penalty shall be an amount equal to one day's penalty, however, the penalty shall be maximum one month's fee for the service component in question.

8.4.4   If, as a result of the fault, the Customer can only use the service in a lower quality versus the quality undertaken by the Service Provider, the Service Provider pays half of the penalty specified in this section.

8.4.5   The Service Provider shall settle the penalty within three months of the Customer's claim in cases of a monthly fee payment obligation.

8.5   In order to fulfil its obligation to prevent and reduce damages the Customer agrees to notify the Service Provider without delay if it notices that the Service Provider's service does not work or it does not work properly. The Service Provider shall not be held liable for damages and/or costs arising from the Customer's failure to fulfil or late fulfillment of the above obligation.

8.6   The Service Provider shall use its best efforts to ensure the efficiency and continuity of the service at all times. The Service Provider shall not be held liable for damages that are due to the failure or insufficiency of the service beyond its reasonable control.

8.6.1   Force Majeure: Neither party shall be liable for the performance of its obligations under the Contract in cases where unforeseeable circumstances (force majeure) arise beyond the control of either which prevent the performance of the Contract or the use of the service. Such circumstances include, in particular: acts of war, riots, sabotage, bombing, serious energy supply disruption, natural disaster, strike, measures taken by the authorities with powers to act under the Defense Law, Police Law, and faults beyond the Service Provider's control.

9.   Settlements of disputes on the service

Disputes arising from the legal relationship between the Customer and the Service Provider shall be settled under the exclusive jurisdiction of the competent court of the Service Provider's registered seat.

10.   Fee, terms of payment

10.1   The method and frequency of invoicing and the date of delivery of invoices are as follows:

10.1.1   The fees payable for the services provided by the Service Provider are set out in the Service Contract and its Annex.

10.1.2   In the case of using the individual services the charging starts on the date of receipt of the Service, but no later than 8 workdays after the date of sending the notification (e-mail) on the availability thereof.

10.1.3   If the address provided by the Customer is identical with the address indicated as the mailing address on the invoice, the Service Provider shall consider the invoice as delivered on the 5th working day upon sending. The Customer shall notify the Service Provider if no invoice has been received, in case of failure to do so the Customer shall be liable for any damage resulting therefrom.

10.2   Monthly service fees:

10.2.1   Monthly service fees are calculated for each billing period started, and are paid by the Customer for the availability of the service used. The Service Provider shall be entitled to charge a full monthly fee even if the Service Provider has to limit or suspend the service for reasons due to the Customer's responsibility.

10.2.2   If the Contract enters into force in the middle of a month, a prorated monthly service fee is payable.

10.3   One-off fees:
The Service Provider may charge a one-off fee (as set out in annex 1 to the Service Contract) according to the payment terms of the relevant service, payable upon receipt of the first invoice.

10.4   Changes of the monthly and one-off fees:
The Service Provider is entitled to unilaterally adjust the monthly service fees and the one-off fees annually, in line with the changes of the industrial price index for the previous year, as published by the Central Statistical Office of Hungary. In the case the payment is made in EURO, the Eurostat MUICP rate for the previous year applies. The Service Provider shall notify the Customer on such adjustment at the contact email address by April 1 of the actual year. Based on the decision of the Service Provider the fee can be changed retroactively from January 1 of each year. Termination is governed by section 5.1.3.

10.5   Fees proportionate to electricity consumption (for Rack Cabinet Placement and Rack Cabinet Rental):
The calculation method is as follows: IT power consumption * electricity fee (1 kWh tariff for the current year) * 730 (average number of hours per month) * air conditioning factor (=1.7 in the T-Systems Cloud & Data Center in Adatpark and the Server Hotel Budaörs, =2 in Adatpark Szeged

and Server Hotel Viktor Hugo). In the case of a fraction month the period after installation and before disassembly is invoiced

Electricity consumption settlement process:

Different for each site as defined in Annex 1 of the GCC.

It is defined in the Service Contract as an electricity consumption flat rate, as an expected monthly

consumption. Upon installation of the device, i.e. at the time of installation, the dedicated electricity meter's reading is recorded by way of filling in the "Electricity meter handover - takeover report"

The Customer may request the increase of the electricity supply flat rate at any time.

The Service Provider issues two invoices in each calendar year, in May and November, based on the actual consumption and the estimated flat fee paid. In case of a lower than expected consumption a negative amount invoice is issued, while in case of over-use, a positive amount invoice. In the event of overpayment the Service Provider credits the overpayment in the next invoice(s), except in the event of termination of the contract, in which case the parties settle the balance according to the rules applicable to termination.

Changes of the fees:

If the average forward price of the Hungarian Power Exchange (HUPX) electricity price for the current year changes compared to the average price of the previous year, the Service Provider will adjust the Pro Rata Fee for Electricity Consumption with the amount of the change, i.e. a HUF 1 change in the price of energy will change the Pro Rata Fee for Electricity Consumption with HUF 1. The Service Provider is entitled to change the price once a year with reference to this price factor, for the first time in the first year following the conclusion of the contract, taking the average forward prices for the previous year as a basis, based on the change in the average forward prices for the current year. The Service Provider notifies the Customer on such changes in writing (e-mail) at the latest together with the first invoice issued after the price change, indicating the amount and date of the price change, which is typically January 1 of the given year.

The Service Provider is entitled to further adjust the Electricity Pro Rata Fee in line with the changes determined by law/authorities, for the first time in the first year following the conclusion of the contract, in accordance with the rules set out in the previous paragraph, which applies to both the increase and the reduction of the fee, in particular to the regulated electricity components (e.g. system use fee, KÁT and Premium funds). The Service Provider shall inform the Customer in writing (e-mail) at least 10 days prior to the price change following the entry into force of the law or official regulation, indicating the amount and date of the price change.

10.6   Late payment interest:

The Service Provider reserves the right to charge interest on late payments and recovery costs at the rate specified in the relevant effective legislation, in the case of legal entities or companies without legal personality at the rate specified in the Hungarian Civil Code, for the period from the first day of the default until the date of payment of the outstanding amount, in cases where the Customer fails to pay by the due date indicated on the invoice.

10.7   Transfer of the service:

The Service Provider shall send the Notification of Completion of the service to the e-mail address of the contact persons indicated by the Customer, or, in lack of this, to any other contact detail of the Customer. The Service Provider's Notification of Completion is regarded received by the Customer on the first workday following the verifiable sending thereof by the Service Provider.

The Notification of Completion shall contain the name of the service as per the service contract, the Customer's data, the date of installation of the service and the fact of putting the service into operation.

The Customer has the right to dispute the content of the Notification of Completion within 5 days from the date of receipt, including the date of assumption of receipt of the information in line with the provisions of this section. In the event of a dispute on behalf of the Customer the Service Provider shall examine the Customer's arguments and, if the Customer's opinion is accepted, the Service Provider shall send the Customer a new Notification of Completion containing the corrected data. If the Service Provider does not accept the Customer's arguments, the Customer shall be informed of the fact and the reasons for such refusal.

If the Customer does not challenge the Notification of Completion within the above deadline, the service is deemed to have been accepted.

10.8   Intermediated service:
If the Service Provider provides an intermediary service to the Customer in connection with the services provided under this GCC, this fact can be clearly indicated by the Service Provider in the invoice.

11.   Privacy and data security

11.1   Company name and contact details of the Data Controller:
Magyar Telekom Plc. (registered seat: 1097 Budapest, Könyves Kálmán krt. 36., company registration number: 01-10-041928), tax number: 10773381-2-44)

11.2   Name and contact details of the Data Protection Officer:
dr. László Pók (address: 1097 Budapest, Könyves Kálmán krt. 36.; email: DPO@telekom.hu)

11.3   Scope of the personal data processed, legal basis, purpose and period of processing:

Objective of data processing	Legal basis for data processing	Scope of the processed personal data	Data processing period
To conclude contracts for the provision of services, to define and amend the contents of these contracts, to monitor contractual performance, billing charges and fees as contracted and for enforcing any related	Article 6 (1) (b) of the General Data Protection Regulation: necessary for the performance of the contract. The provision of personal data is a precondition for the conclusion of the contract.	Natural person user of the service: - name, maiden name, - place of residence or domicile; - identity card number, mother's name, place and date of birth; -natural person's - in the case of a User the User's - name	The data can be processed within the limitation period for claims arising from the User Contract.

		(maiden name); b) number or other identifier of the user terminal; - Address of the User and type of the terminal; -total units chargeable within the settlement period; -type of other services; - term of the service; - data connected with the payment of charges or charges in arrears; - cases of termination of the Contract in the event of a User.	
claims.			
To conclude contracts for the provision of services, to define and amend the contents of these contracts, to monitor contractual performance, billing charges and fees as contracted and for enforcing any related claims.	Article 6 (1) (b) of the General Data Protection Regulation: to pursue the legitimate interests of the Service Provider	Contact details for non-natural person users: - name, - work address, - work telephone number, - e-mail address, - position of the contact person	The data can be processed during the limitation period for claims arising from the Contract and are archived together with the contract for 8 years for accounting purposes. If the identity or data of the contact person changes after the Service Provider becomes aware of such change, the Service Provider erases the previous data.

11.4   Automated decision-making (including profiling):

No automated decision making, including profiling, takes place during the processing.

11.5   Transfer of personal data, recipients of personal data and the categories of recipients: Personal data are transferred to the following recipients:
>   a) persons involved in the management of billing, claims and sales upon assignment of the Service Provider;
>   b) bodies authorized under legal regulation to settle disputes arising in connection with billing and sales;
>   c) national security bodies, investigative authorities and courts for the purpose of protecting national security, defense and public security to prosecute offences and the unauthorized use of the communications system.
>   The Service Provider may transfer the User's data to a third party that are necessary for the collection of the User's unpaid debt. The third party may store the transferred data at the latest until the debt is paid.

11.6 Period of storage of personal data or criteria for determining such period: The data may be processed within the limitation period for claims arising from the User Contract for the purpose and to the extent necessary to enforce the claims.

11.7 The Data Subject's rights related to data processing:
The Data Subject has the following rights in relation to data processing:
a) the right of access to the personal data,
b) the right to rectify the personal data,
c) the right to erase or block the personal data - with the exception of cases of mandatory data processing,
d) in cases where the conditions of law are met, the right to data portability, and
e) in case of processing based on legitimate interest, the right to object.

Right of access:
The data subject has the right to receive feedback from the Service Provider on whether his or her personal data are being processed and, if such processing is ongoing, the right to access the personal data. The Service Provider shall provide the Data Subject a copy of the personal data subject to processing. For additional copies requested by the Data Subject, the Service Provider may charge a reasonable fee based on administrative costs. If the Data Subject submitted the request by electronic means, the information shall be provided in a commonly used electronic format, unless the Data Subject requests otherwise.

Right of rectification:
The Data Subject is entitled to have inaccurate personal data relating to him or her rectified by the Service Provider without undue delay, upon his or her request.

Right to erasure:
The Data Subject shall have the right to request the deletion of personal data concerning him or her without undue delay, and the Service Provider shall be obliged to erase such data if any of the following conditions is met:
a) the personal data are no longer necessary for the purposes for which they were collected or otherwise processed;
b) the Data Subject withdraws the consent on the basis of which the processing took place, in accordance with Article 6 (1) (a) or Article 9 (2) (a) of the General Data Protection Regulation and there is no further legal ground for the processing;
c) the Data Subject objects to the processing on the basis of Article 21 (1) of the General Data Protection Regulation and there are no further priority grounds for lawful processing, or the Data Subject objects to the processing on the basis of Article 21 (2) of the General Data Protection Regulation;
d) the personal data were unlawfully processed;
e) personal data must be erased in order to comply with a legal obligation under the EU or Member State law applicable to the Service Provider;
f) the personal data were collected in line with Article 8 (1) of the General Data Protection Regulation (conditions for children's consent) for the purpose of offers for information society services.

Right of restriction of processing:

The Data Subject is entitled to have the Service Provider restrict the processing of his/her data at his/her request if one of the following conditions is met:

a) the Data Subject debates the accuracy of the personal data, in which case the restriction applies for the period of time necessary to allow the Service Provider to verify the accuracy thereof;

b) the data processing is unlawful and the Data Subject opposes the erasure of the data and instead requests the restriction of their use;

c) the Service Provider no longer needs the personal data for the purposes of processing, but the Data Subject requests them for the establishment, exercise or defense in legal claims; or

d) the Data Subject objected to the processing in accordance with Article 21 (1) of the General Data Protection Regulation; in which case the restriction shall apply for the period until it is established whether the legitimate grounds of the Service Provider prevail over that of the Data Subject.

If the data processing is restricted, the personal data in this scope, except for storage, may only be processed with the consent of the Data Subject or for the establishment, exercise or defense in legal claims or for the protection of the rights of another natural or legal person or for key public interests of the EU or of a Member State.

Right of data portability:

The Data Subject also has the right to obtain the personal data concerning him or her which he or she has provided to the Service Provider in a structured, commonly used, machine-readable format and the right to transmit such data to another Service Provider without objection from the Service Provider to which the personal data was provided, if: (i) the processing is based on consent pursuant to Article 6 (1) (a) or Article 9 (2) (a) of the General Data Protection Regulation or on a contract pursuant to Article 6 (1) (b) of the General Data Protection Regulation; and (ii) the processing is performed by automated means.

Right to object:

The Data Subject has the right, for reasons arising from your particular situation, to file an objection to the processing of personal data where processing is in accordance with Article 6, 1 e or f of the GDPR. This also applies to any profiling based on these provisions. In this case the Service Provider may no longer process the personal data, unless proves that the processing is justified by compelling legitimate grounds that override the interests, rights and freedoms of the Data Subject or are related to the establishment, exercise or defense in legal claims.

Where personal data are processed for direct marketing purposes the Data Subject shall have the right to object at any time to the processing of data concerning him or her for such purposes, including profiling, provided it is related to direct marketing. If the Data Subject objects to the processing of personal data for direct marketing purposes it may no longer be processed for this purpose.

General rules on the exercise of rights by Data Subjects:

The Service Provider shall inform the Data Subject of the measures taken in response to his/her request without undue delay, but no later than one month from the receipt of the request. If necessary, taking into account the complexity and the number of requests, this deadline may be extended with a further two months. The Service Provider shall inform the Data Subject of the extension of the deadline within one month of receipt of the request, stating the reasons for the

delay. If the Data Subject submitted the request by electronic means, the information shall also be provided by electronic means where possible, unless the Data Subject requests otherwise. The Service Provider shall provide the information and takes the necessary measures for the Data Subject free of charge. If the Data Subject's request is clearly unfounded or excessive, in particular due to its repetitive nature, the Service Provider is entitled to, taking into account the administrative costs of providing the information or taking the requested measures:

> a) charge a reasonable fee, or
> b) refuse to act upon the request.

The burden of proof that the request is clearly unfounded or excessive lies with the Service Provider. If the Service Provider has reasonable doubt about the identity of the natural person submitting the request, it may request additional information necessary to confirm the identity of the relevant Data Subject.

11.8   Enforcement of rights:
The Data Subject may at any time contact the Data Protection Officer of the Service Provider (Dr. László Pók; address: 1097 Budapest, Könyves Kálmán krt. 36.; email: DPO@telekom.hu).
The Data Subject may take legal action against the Service Provider in the event of a breach of his/her rights. The court shall adopt a decision in priority proceedings. The burden of proof that the data processing complies with the relevant law lies with the Data Processor. The final decision on the case shall be made by the general court, in the past by the Budapest-Capital Regional Court. The lawsuit can also be initiated before the general court operating at the Data Subject's permanent address or place of residence.
The Service Provider shall compensate for damages caused by the unlawful processing of the Data Subject's data or the breach of data security requirements. The Service Provider shall be exempted from liability if it proves that the damage was caused by an unavoidable cause outside the scope of data management. No compensation shall be paid if the damage was caused by intentional or serious negligent conduct on the part of the aggrieved party.

The Data Subject may also contact the National Authority for Data Protection and Freedom of Information in the event of a complaint regarding the processing of his or her personal data (Dr. Attila Péterfalvi, Chairman of the National Authority for Data Protection and Freedom of Information, postal address: 1363 Budapest, PO box: 9., address: 1055 Budapest, Falk Miksa utca 9-1; Telephone: +36 (1) 391-1400; Fax: +36 (1) 391-1410; E-mail: ugyfelszolgalat@naih.hu; website: www.naih.hu).

12.   Physical access policy

The objective of the policy is to ensure the protection of IT assets data centers against unauthorized physical access, to define the activities related to access as well as the responsibilities for tasks performed.

Effect of the process description:
The subject matter of the regulation covers the Service Provider's machine rooms indicated in Annex 1 to this GCC (hereinafter: Data Park machine room) and the IT equipment operated therein.

Description of the process for entering the facility:
- The duly authorized contact person may initiate the entry of an external worker or new contact person into the facility via the https://portal.adatpark.hu website. The following information is required for access: visitor's name, date of the visit and the nature of the task to be performed during the visit. Depending on the nature of the task the Service Provider grants or, if necessary, denies access to the data center. In order to ensure a swift identification process it is recommended to send the serial number of the given person's photo ID in advance.
- The Data Centre's security service then carries out the identification of the person.
  The facility requires that all persons entering the facility positively verify their identity.
  Positive identification means that only the following a photo ID issued by a public authority is accepted for identification purposes:
  - identity card, photo driving license
  - passport
  Upon positive identification the visitor receives a visitor card without a photo.
- The security service notifies the hosting operators on the arrival of the visitor. The hosting operator also carries out the necessary positive identity verification and escorts the visitor from the security guard to the relevant premises.
- The visitor may only enter the machine room following a preliminary positive identification where he/she can stay in the presence of an operator. The entire zone is under constant closed-circuit camera surveillance.

Rules of opening rack cabinets:
Rack cabinets in the machine room must be kept locked and only an Adatpark employee is allowed to open or close them. For the purposes of this policy a cabinet is considered closed if its door is closed. Rack cabinets may only be opened during work. External workers may access their employer's own equipment in the rack cabinet only in the presence of an Adatpark employee. The key to rack cabinets must not be given to an external worker. Only those rack cabinets can be opened for external workers for which the person concerned is authorized.

It is not recommended to lock the rack cabinets with keys in the machine rooms of the Data Park. It is the Customer's responsibility to provide the Service Provider with access to the equipment and/or rack cabinets otherwise the Service Provider may not be able to provide the target service levels.