

**DSS CONSULTING LTD.**  
**GENERAL TERMS AND CONDITIONS**  
**GDPROOFED FOR CLOUD-BASED SERVICE**

DSS Consulting Ltd.

Address: 1021 Budapest, Denevér köz 2.

Company registration number: 01-09-680982

Tax Number: 11774608-2-43

Representative: Lajos Lukács

Executive Director

as the Contractor (hereinafter referred to as the Contractor) and the Customer named in the individual order (hereinafter referred to as the Customer).

**I. Subject of the contract:**

1. GDPRoofed contractor provides a cloud-based service to the Customer, which is a target system implementing GDPR data protection registration functions and can be accessed by the Customer from the web browser. The service and terms of use are described in this contract under the general terms and conditions (hereinafter: GTC) section.

2. Pursuant to the contract to be concluded (hereinafter the GTC and the individual order together: contract) the Contractor undertakes to perform the tasks set out in point 1 under the conditions laid down further in the individual order.

**II. Service levels:**

The following table includes the service levels available under the service defined in point I./1. The levels of services are increasing from the left to the right.

Functions/restrictions	Start	Small Business	Standard	Enterprise
Data Map	✓	✓	✓	✓
Provisions	✓	✓	✓	✓
Incident management	✓	✓	✓	✓
Preliminary impact assessment		✓	✓	✓
Data flow display		✓	✓	✓
Reports	✓	✓	✓	✓
Dashboard	✓	✓	✓	✓
Integration opportunity (rest api, csv)				✓
Excel import	✓	✓	✓	✓
Customization				✓
On premise solution				✓
Compliance with legislation	✓	✓	✓	✓
Number of data subjects	Max. 10 000	Max. 100 000	Max 500.000d	Unlimited
Number of IT records	Records + Excel sheets max. 10	Records + Excel sheets max. 50	Records + Excel sheets max. 100	Unlimited
Number of other records (table, excel, paper)				Unlimited
Number of users	1	Unlimited	Unlimited	Unlimited

2. The level of service requested by the Customer and provided by the Contractor is included in the Individual Order.

3. During the term of the contract the Customer is entitled to request a higher level of service package. In such a case the Contractor shall prepare a price offer for the Customer regarding the requested higher level service package. Within 14 calendar days from the placement of order, the Contractor shall deliver to the Customer the new service level package. If the contract is a fixed term contract, this shall apply to the new service level package as well. It is not possible to switch from a higher service level package to a lower service level package.

### III. Entrepreneurial fee, other costs, payment terms

1. In return for the service, the Contractor is entitled to an entrepreneurial fee.
2. The level of service and the exact fee are included in the individual order.
3. The contractor fee includes all costs related to the provision of the service. The eventual unpredictable costs arising from the individual needs of the Customer shall be borne by the Customer.
4. The Contractor shall be entitled to issue an invoice for the first annual service fee after the contract enters into force. In the case of a multi-year contract, additional invoices will be issued within 30 days of the anniversary, for another annual service fee. Each year when the new fee is due the Parties shall consider the starting day and month of the service.
5. The Contractor fee shall be paid by the Customer within 15 days of receipt of the invoice by transferring the money to the Contractor's Bank Account.
6. In the event of late payment by the Customer, the Contractor shall be entitled to default interest at the rate specified in the Civil Code, and is also entitled to the flat-rate recovery costs specified in a separate legal act.

### IV. Duties and obligations of the Contractor

1. The Contractor obliges to start delivering the services within 14 calendar days from the signature of the contract as described in point I/1.
2. The Contractor undertakes 99% availability, i.e. the software is at least 99% available, except cases of force majeure.
3. The Contractor is entitled to suspend the service only if the Customer instructs him to do so in writing, or in case of breach of contract by the Customer, or if there are force majeure circumstances. During the suspension period the Customer is obliged to pay the service fee, except when the suspension occurred due to force majeure.
4. The Contractor provides a helpdesk service to Customers on business days between 9 am and 5 pm to answer technical questions related to the service. The helpdesk can be reached through the [support@gdproofed.com](mailto:support@gdproofed.com) address.
5. The Contractor is entitled to use a subcontractor during the performance of the service.
6. The Contractor shall store the Customer's data in a protected, secure database and keep it, shall not disclose them to third parties, unless these are necessary for the performance of its contractual tasks (e.g. delivery), or to enforce its claims originating from the contract (e.g. solicitation by a lawyer) or as required by law. In such cases these third parties shall not be entitled to use these data provided by the Contractor in any ways or for any purposes, or to pass them on to other persons.
7. Use of personal data is done according to the provisions of the applicable law.
8. The Contractor shall inform the Customer of any changes regarding the use of the service that are relevant for the performance of the contract.
9. The Contractor is obliged to inform the Customer of the changes occurred in the data contained in the individual order.

## V. Duties and obligations of the Customer

1. The Customer is obliged to use the service in accordance with its purpose and with the terms and conditions specified in the contract.
2. The Customer is entitled to use the service only for the companies specified in the individual order.
3. The Customer is obliged not to harm the service in any way by hacking, decrypting, modifying, enhancing, debugging, shall not copy it and shall not use it for other illegal purposes.
4. The Customer is not entitled to pass on or sell the service.
5. The customer is obliged to do everything possible to ensure that the uploaded materials are virus-free.
6. Customer is required to refrain from uploading any content that violates the law or contains general moral expectations.
7. The Customer is obliged to provide without delay all information and data that is necessary for the performance of the service and is requested by the Contractor in writing.
8. The Customer is obliged to inform the Contractor of all changes related to the use that are irrelevant for the performance of the contract.
9. The Customer is obliged to inform the Contractor of any changes in the data indicated in the individual order.
10. The Customer is obliged to settle the Contractor's invoice on time.
11. The Customer is not entitled to transfer or assign the rights and obligations contained in the contract to a third party.

## VI. Liability, damages

1. The Contractor is responsible to ensure that the service provided complies with the relevant legal requirements and conditions.
2. The Contractor guarantees that the service provided complies with the current data protection regulation.
3. The Contractor shall be liable only for the damages caused by reasons that can be attributed to himself.
4. The limit of the Contractor's liability for damages shall be the amount of the annual service fee per customer, except for Intentional damage caused by the Contractor, in which case the maximum amount of compensation shall be established by applying the relevant rules of the Civil Code in force.
5. In connection with the breach of this agreement, the Contractor shall not be liable to the Customer for any failure regarding the Customer's profit, business opportunity, expected savings or profits, or with respect to indirect or consequential damages.
6. The Customer is responsible and accountable for the legal clarity of the uploaded materials and information. The Contractor does not examine the legal clarity of the uploaded materials.

7. The Customer shall be liable for any loss of income and profits as well as any costs arising from the fact that the services are not used in compliance with the contract or the relevant legislation.
8. The Customer is obliged to release the Contractor in respect of any fines that were imposed on the Contractor as a result of the use of the service by the Customer.
9. If the Customer intentionally infringes any provisions contained in points V/1.-6., in some cases even without proving the extent of the damage incurred, he is obliged to pay a sum of 10.000.000. i.e. HUF ten million. If the amount of incurred and proven damage is higher than this, the Customer shall be liable to pay for the whole damage.

#### **VII. Intellectual property rights**

1. The data recorded by the Customer remains the property of the Customer, and the Customer is entitled to export them at any time.
2. The Contractor assumes the responsibility of terminating the uploaded material by the Customer upon termination of the contract in an irreversible day.

#### **VIII. Duration of the contract**

1. The contract based on the individual order shall enter into force on the day of its signature. The contract refers to the period specified in the individual order.
2. Termination of the contract: the parties may terminate the contract at any time by mutual agreement. In this case, a settlement relationship is established between the parties.
3. If the Parties establish a definite period in the individual contract, the contract cannot be terminated by a regular notice.
4. Should either party breach any of its obligations specified in this contract, and this should not be settled within 10 days upon receiving the other party's written notice, the contract can be immediately terminated by the injured party as long as the breach of contract is not being remedied by the party who committed the breach.

#### **IX. Confidentiality**

1. The Parties agree that all information relating to the Parties, whether written or oral regarding this contract, the business activities of the Parties, their customers, their managers and their business relationships and also all information related to the uploaded data are considered confidential and will be treated as a trade secret. ("Confidential Information").
2. The Parties are obliged to treat the Confidential Information as a business secret and are not entitled to keep the Confidential Information, transfer it to a third party in any way or make it available to a third party, unless (i) the Parties are expressly required to do so by law, or (ii) the Parties exempt the other Party in writing from that obligation of confidentiality.
3. The obligations listed under this section shall continue to remain in force indefinitely even after the termination of the contract.

#### **X. Other provisions**

1. The general terms and conditions (GTC) together with the individual order include the complete agreement concluded between the Parties connected to the subject of the contract and they replace any previous written and oral agreement or provision related to this.

2. If any part of the GTC is declared invalid or a provision of it is no longer applicable, the other provisions of the GTC shall remain in full force and effect. In these cases the provision that has been declared invalid or inapplicable, shall be amended by the Parties in such a way as to make possible the fulfilment of the Parties pursuits and economic and legal objectives that the Parties sought to achieve through the invalid or inapplicable provision.

3. The Contractor is entitled to modify the present GTC provided that notifies the Customers about the modification 15 days prior to the entering into force of the amendment. If the modification contains conditions unfavorable to the Customer, the Customer is entitled to terminate the contract with a 30 days' notice within 15 days of entering into force of the amendment.

4. Sending notifications, as they are specified in the contract, need to be done in writing and sent to the Parties address by the means of direct delivery, registered letter or e-mail and acknowledgment of receipt is necessary. The notice sent by e-mail shall be deemed to have been delivered if the addressee sends a confirmation e-mail. The Contractor shall include the names of the contact persons in the individual order.

5. Any waiver of the contract is valid only in writing. A partial waiver does not constitute a waiver of the remainder of the yet to be fulfilled claim.

6. In matters not covered in this present GTC, the Civil Code and other relevant provisions of acts shall be applied.

Date: Budapest, 07. 05. 2018.

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Lajos Lukács

Representative

Executive Director