



JobCTRL® Data Processing Terms and Conditions

The relationship between JobCTRL Informatikai Kft.; 1118 Budapest, Rétköz u. 7.; company registration number: Cg. 01-09-949636; represented by: Ferenc Perjés managing director (hereinafter "Service Provider"), and the users (hereinafter "Client") who use the service based on uniform statistical data collection and analysis provided by Service Provider, are specified and regulated by the contractual terms set out in this document. Unless their relationship is otherwise regulated, the clauses indicated in these contractual terms shall be applicable to the Parties.

1. Subject of the agreement

- 1.1. Under the present agreement (hereinafter referred to as "Agreement") Service Provider undertakes to provide an integrated statistical data collection- and analysis-based service (hereinafter referred to as "JobCTRL® service") to Client in accordance with the services specified in Annex 1.
- 1.2. Client shall have payment obligation towards Service Provider for the Service provided by Service Provider according to the payment conditions specified in Annex 2.
- 1.3. Client shall be entitled to use the product of Service Provider as service during the period of validity of the Agreement against the service fee depending on the undertaken user numbers specified in Annex 3.
- 1.4. The request management and troubleshooting process related to the Service, the availability, as well as the troubleshooting periods are included in Annex 4.

2. Rights and obligations of Service Provider as Data Processor

- 2.1. Service Provider as Data Processor undertakes to act in compliance with the effective legislation and professional requirements related to the relevant service and performs its activities in accordance with the terms of this contract, complies with the provisions of this contract, and takes the necessary technical and organisational measures to appropriately protect the rights of the data subjects. Service Provider shall comply with the regulations applicable to data processors and shall be capable of verifying such compliance at any time.
- 2.2. Service Provider undertakes to process the data exclusively based on the written instructions of Controller and not to use such data for purposes other than the one specified above. Parties declare that for this purpose they consider e-mails as a form of written communication between the appointed contact persons. Service Provider shall draw the attention of Client in case of any instruction that, according to its viewpoint, is not in compliance with the effective legislation.
- 2.3. Client hereby gives general authorisation to Service Provider to use subcontractors upon demand for the activities performed to Client. Data Processor shall inform Controller at least 30 days prior to the usage regarding any changes planned, that requires the usage of further Data Processors or their replacement thus providing the opportunity for Controller to object to such changes.

- 2.4. If Data Processor uses further data processors, the same obligations shall apply to such data processors as the ones undertaken by Data Processor in the contract.
- 2.5. In order to ensure security and integrity of the data, Service Provider established and maintains an information safety management system according to ISO 27001. Among others, the followings are regulated within the framework of the safety management system:
- a) technical and organisational measures to protect personal data,
 - b) training provided to the employees regarding the applicable legislation, ensuring appropriate level of awareness related to data protection within the whole company,
 - c) physical security measures,
 - d) efficient handling of personal data breach (e.g.: hacker attacks) according to predefined and established procedures, according to which Controller shall be informed without delay but no later than within 12 hours following the occurrence of a personal data breach event.
- 2.6. Data Processor shall be liable for damages caused by processing only if Data Processor failed to comply with the obligations specifically set out in the applicable legislation for Data Processor or if Data Processor ignored Controller's legitimate instructions or acted contrary to them. In the event that both Controller and Data Processor are liable for the damages caused by processing, Controller and Data Processor shall be jointly and severally liable for the entire damage.

3. Rights and obligations of the Client as Controller

- 3.1. Client, as Data Manager shall be responsible for the data uploaded into the system and for the use of those. The data manager of the data uploaded by Client or upon the request of Client by Service Provider shall at all times be the Client.
- 3.2. Client shall comply with the applicable legislation and as Controller shall ensure that Service Provider effectively complies with the legislation applicable for data processors.
- 3.3. Service Provider as Data Processor shall provide all necessary support to ensure that Controller can comply with the relevant requirements and guarantee the rights of the data subjects.
- 3.4. Service Provider as Data Processor shall provide any information to Controller that is required for Controller to appropriately monitor the activity of Data Processor, and exercise its right to perform audits, including the inspections carried out on the premises where processing is performed.

4. Term and termination of the agreement

- 4.1. The present Agreement is concluded for an indefinite term.
- 4.2. Client shall be entitled to terminate the Agreement any time in writing.
- 4.3. Service Provider shall be entitled to terminate the Agreement with a 90-day notice period in writing.

5. Confidential information

- 5.1. Parties undertake the obligation to consider any information and data acquired in relation to the performance of this contract, the data processed or the activity of the other Party as confidential, they ensure security of such data and extend this confidentiality obligation to its employees who have access to the relevant data during their work. If Processor uses the services of another Processor for specific processing activities performed on behalf of Controller, Service Provider shall extend the confidentiality obligation to the employees of the subcontractor.

- 5.2. Parties shall uphold their undertaking concerning the Confidential Information without any time limitation following the termination of the Agreement as well.
- 5.3. At the end of the data processing activity - based on the decision of Controller - Data Processor shall erase all personal data in an unrecoverable manner or return such data to Controller and erase any copy of them.

6. Contact

- 6.1. In the framework of the present Agreement Parties shall maintain contact through their appointed Contact Persons and the communication channels specified below:

6.1.1. Data and Contact Persons of Service Provider

Name of Service Provider: JobCTRL Informatikai Kft.
Invoicing address: H-1118 Budapest, Rétköz u. 7.
Contact Person: Perjés Ferenc
Telephone/ Telefax: +36 1 465 8808
Email: support@jobctrl.com

7. Miscellaneous provisions

- 7.1. In matters not regulated by the present agreement the provisions of the relevant legislation in effect shall be applied.

Annexes:

Annex 1: Description of Service

Annex 2: Payment conditions

Annex 3: Service fee

Annex 4: Request management and troubleshooting

25 May 2018



Perjés Ferenc

Ügyvezető

JobCTRL Informatikai Kft.

Annex 1: Description of Service

1.1. The JobCTRL® service

- 1.1.1. JobCTRL® is a process and project management monitoring for companies supported by IT solutions which effectively supports managers' decision-making and makes possible to direct the company's processes in a more optimized way.
- 1.1.2. The purpose of processing is to analyse and develop Business efficiency.
- 1.1.3. Data Processor performs the collection and storage of data involved in processing and the operations required to create the key performance indicators (KPI) specified by Controller. The storage period of the data can be set on the website of the service, the default setting is 5 years. Data subject of processing are the users activated by Client (typically the employees of Controller).
- 1.1.4. Detailed description and relevant circumstances of processing are available in the Privacy Policy. (https://jobctrl.com/Media/Docs/JobCTRL_DataProtectionPolicy.pdf)
- 1.1.5. During processing, Controller, at its discretion, may erase the sets of data once or after a certain period of time. Upon the expiry of the contract, it can also be done by Processor upon the request of Controller. The data erased are unrecoverable.

1.2. The JobCTRL® service data sources may consist of the following elements

- 1.2.1. Data recorded manually by the Users in the client programme or in the web application.
 - 1.2.2. The JobCTRL® application installed on the work station that gathers statistical data in the computer environment. Additional data may be the following depending on the parameters set:
 - a.) the ID of the computer running the client program
 - b.) the currently chosen task
 - c.) the active applications running on the computer
 - d.) the content of the headers of the windows
 - e.) the URLs in case of browsers
 - f.) e-mail feladója, címzettje, tárgya (Outlook, Gmail, Lotus esetén)
 - g.) dokumentumok fájlneve, elérési útja (Microsoft Word, Excel, Powerpoint és Acrobat Reader esetén)
 - h.) the image of the screen of the computer (optional)
 - i.) the intensity of keyboard and mouse use
 - 1.2.3. In case of telephone check-in, the recorded data may be the following depending on the parameters set:
 - a.) identification of the caller, time of the call, telephone number
 - b.) the currently chosen task, work session
 - c.) in case of a call, the number called and the related name (optional, switched on as a default setting)
 - d.) geographical location of the smart phone (GPS coordinates) (optional, switched on as a default setting)
 - 1.2.4. The JobCTRL® application running on smartphones gathers statistical data in an Android or IOS operating system-equipped smartphone environment, and forwards the recorded data to the JobCTRL® server. The
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forwarded data may be the following depending on the parameters set:

- a.) the ID of the smartphone running the client program
- b.) the currently chosen task, work session
- c.) content that allows the identification of the active application (pl. the number called)
- d.) the geographical position of the smartphone (GPS coordinates)

1.2.5. Optionally created interface with any of the systems used by the Client

1.2.6. Central server-side application that collects, stores, processes and prepares for display the data recorded and forwarded by the client software.

1.2.7. Web-based application interface, which enables the viewing and the setting, modification of the parameters of the service use:

- a.) data, settings concerning users, user groups
- b.) data, settings concerning tasks, task groups
- c.) data, settings concerning automatic rules

1.3. If Client uses the service as a cloud-based service

1.3.1. All infrastructural elements are provided by Service Provider.

1.3.2. Client shall ensure that JobCTRL® client application can be installed on the work stations and that the computer running the client program can reach the servers of Service Provider.

1.3.3. The web application interface is available on the Internet at: <http://jobctrl.com>.

1.3.4. In case of cloud-based service the updating of the JobCTRL® service is carried out automatically. Service Provider notifies Client of version changes on the <http://jobctrl.com> web application interface available on the Internet.

1.4. If Client uses the service as an installed system

1.4.1. The central server-side application is running on the hardware provided by Client

1.4.2. Service Provider provides the software elements of the JobCTRL® service, which does not include the commercially available operating system, MS SQL Server 2008 R2 Standard, etc.

1.4.3. The web application interface is available on the internal intranet network of Client.

1.4.4. Updating the JobCTRL® service in case of systems installed on the client's server:

- a.) Service Provider provides an installing package for Client.
- b.) Client provides remote server access to Service Provider.

1.5. User's manual

1.5.1. The detailed description of the use of the Service is included in the Client program and Web-based application page helps and tooltips.

Annex 2: Payment conditions

2.1. Free Trial period

- 2.1.1. As a Pilot Service, the Service Provider undertakes to provide the Service for the duration of the trial period free of charge with full functionality, defined by the Parties within 30 days of the conclusion of the Contract.
- 2.1.2. After the trial period expires, the Service automatically becomes a paid service.

2.2. Payment conditions in case of post-paid payment

- 2.2.1. Parties establish that the performance of Service Provider shall be considered as continuous service and agree to settle their accounts monthly, in arrears.
- 2.2.2. Service Provider shall deliver to Client its invoice in compliance with the prevailing laws, properly, the invoice shall bear all form content, and shall be suitable for exercising right to tax deduction, electronically/by postal service until the 10th working day following the last day of the accounting period.
- 2.2.3. Client shall pay the invoice of Service Provider within 15 days of the issuance of the invoice by bank transfer to the current bank account of Service Provider. In case of default in payment Client shall pay a default interest rate equal to the double of prevailing central bank base rate. Client acknowledges that in case of any default in payment of more than 45 days, Service Provider is entitled to discontinue or suspend the service, Service Provider shall in no way be made liable for damages arising from such discontinuation or suspension.

2.3. Payment conditions in case of pre-paid payment

- 2.3.1. Client shall in all cases pay the service fee in advance, prior to using the Service, in the form of "JobCTRL point" balance top up.
- 2.3.2. Client may initiate the top up of its balance on the electronic order interface of the internet site of the service. Parties agree that Client may use the Service to the extent of the "JobCTRL point" balance topped up by the Client.
- 2.3.3. In case of payment by transfer Service Provider activates the points ordered on the subscription of the Client (balance top up) until the end of the working day following the day the amount of the invoice is credited on the bank account of the Service Provider.
- 2.3.4. Service Provider issues certified electronic invoices of the transactions initiated on the ordering interface, which invoice is sent by Service Provider to the registered electronic mailing address of Client immediately after the conclusion of the transaction.
- 2.3.5. The service points used are deducted daily. Service Provider ensures that Client may be informed on its balance continuously 24 hours a day.

Annex 3: Service fee

3.1. Remuneration of Service

3.1.1. The active working days of all Users having unique identifiers in the JobCTRL® application are subject to service fee. One commenced day of one User (5 minutes or a period of more than that spent with work, either on weekdays or at the weekend) shall be considered as active working day.

3.1.2. Service Provider establishes the service fee determined based on the final number of users as declared by Client.:

<input type="checkbox"/>	0-19	USD 1.1 + VAT/active working day/user
<input type="checkbox"/>	20-49	USD 1.0 + VAT/active working day/user
<input type="checkbox"/>	50-99	USD 0.9 + VAT/active working day/user
<input type="checkbox"/>	100-249	USD 0.8 + VAT/active working day/user
<input type="checkbox"/>	250-399	USD 0.7 + VAT/active working day/user
<input type="checkbox"/>	400-499	USD 0.6 + VAT/active working day/user
<input type="checkbox"/>	500+	USD 0.5 + VAT/active working day/user

3.2. Service fee in point units:

3.1.1. The fee of 1 point is ... USD + VAT, i.e. ... USD plus VAT.

3.1.2. Based on the above, the consideration of one User's active working day is ..., i.e. ... points.

3.3. Expert fees

3.3.1. For the client request which could not be handled in course of standard service circumstances, standard helpdesk support and not covered by the on-time implementation are subject to a custom pricing. The pricing of these requests are done using the bellow hourly fees:

On-site advisory	USD ... + VAT/hour
Custom report development	USD ... + VAT/hour
Custom integration with external systems (sync tool development)	USD ... + VAT/hour

Annex 4: Request management and troubleshooting

4.1. Complaint management process, error reporting

- 4.1.1. Service Provider provides 7/24 availability for compliant management.
- 4.1.2. If the field work of Service Provider on a site specified by Client is necessary, Client shall ensure the conditions of Service Provider's field work, therefore in particular shall provide the place of the work to Service Provider in a condition necessary for starting the work, and shall ensure the conditions of access to the work site, as well as the 7/24 availability of the operators of any possible ancillary system.
- 4.1.3. Service Provider accepts requests and error reports primarily on the e-mail address continuously checked by Service Provider or on a specific hotline telephone number:

Telephone number (7/24 Hotline): +36 1 465 8808

E-mail address: support@jobctrl.com

4.2. Troubleshooting

- 4.3.1. In the framework of the troubleshooting service, upon the request of the error complainant Service Provider participates in the activities connected to the troubleshooting of the errors of the JobCTRL® service (operation different from the specification included in Annex 1), i.e. carries out the identification of the error indicated and the repair of the error that proved to be real.
- 4.3.2. It shall not be considered as a lack of conformity of Service Provider if the error derives from the improper or faulty operation of component of an IT platform that was provided not by Service Provider.
- 4.3.3. Service Provider shall not be obliged to repair an error if the error is caused by a software supplied not by Service Provider) or the error is caused by systems connecting to the JobCTRL® service (e.g. the JobCTRL® system receives incorrect data, there is no connection), and there is no way to avoid the error without developer's intervention.
- 4.3.4. The guarantee obligation of Service Provider related to the Service ceases if Client or any third party without the prior written consent modifies the software provided by Service Provider under the present Agreement or the operating circumstance thereof, as well as if Client or any third party modifies the data structure.

4.3. Availability, troubleshooting time

- 4.4.1. Service Provider shall perform the availability based on monthly settlement and according to the following chart:

Error category	Error category	Availability	Troubleshooting time	The penalty is
Critical error (Category A)	<p>The JobCTRL® system cannot perform the basic functions.</p> <p>An error jeopardizing the realization of basic measuring functions.</p>	99 %	<p>4 hours</p> <p>Troubleshooting starts within 1 hour</p>	1 %/hour of the monthly fee
Normal error (Category B)	<p>There is an error event noticeable by the Client.</p> <p>An error not jeopardizing the basic measuring functions, but it may become critical within a short period of time.</p>	97 %	1 day	1 %/day of the monthly fee.
Other error (Category C)	<p>The error that has no effect on the realization of the basic measuring functions, an error concerning monitoring, operation.</p> <p>All reports concerning the availability and functionality of the jobctrl.com website shall be classified in this category.</p>	-	5 working days	1 %/day of the monthly fee