

Introduction

These General Terms and Conditions ("GTC") of Attention CRM Consulting Kft. (the "Provider") apply to the services provided by the Provider. The party using the services (the "Customer") - in the absence of a valid contract - accepts these GTC with unchanged content. In this case, the Provider's proposal accepted by the Customer (the "Proposal") and these GTC together regulate the contractual relationship between the Parties. If there is a discrepancy between the Proposal and these GTC, the terms of the Proposal shall prevail.

In there is a valid contract in place between the Provider and the Customer, the legal relationship of the Parties shall be governed by the terms and conditions of such contract.

In these GTC, the term "Parties" means the Customer and the Service Provider together, the term "Party" means one of them.

Rights and obligations of the Parties

The Parties shall cooperate with each other in accordance with the requirements of good faith and fairness.

The Customer shall make available to the Provider in a timely manner all facts, information and documents required for the due performance of the Services.

The Provider shall complete its tasks within the relevant deadlines as stipulated in its Proposal.

Whenever a deliverable is completed, the Provider shall hand over a copy thereof to the Customer and the Customer shall check it on the basis of and against the acceptance criteria as further defined in the Provider's project management plan. If requested, the Provider shall demonstrate that the deliverable meets the applicable specifications.

If a deliverable does not meet the acceptance criteria or does not conform to the applicable specifications, the Customer shall notify the Provider within five (5) business days of the delivery in writing, detailing the deficiencies. The Provider shall correct all deficiencies as soon as possible. When the deficiencies have been corrected, the Provider shall re-submit the deliverable to the Customer for verification and testing.

After delivery has been successfully made, the Customer shall issue a Certificate of Acceptance of the completed tasks. The Customer's representative shall sign the Certificate of Acceptance within three (3) days of delivery and acceptance ("Acceptance period"). Upon the issuance of a signed Certificate of Acceptance, the Provider becomes entitled to invoice the relevant fees.

Notwithstanding the foregoing, if the Customer fails to reject any deliverable within the Acceptance period with detailed reasoning, or does not issue the Certificate of Acceptance within the Acceptance period, such deliverable shall be deemed accepted at the end of the Acceptance period and the Provider becomes entitled to invoice the relevant Fees.

Acceptance of services (time and materials engagements)

At the end of each calendar month, the Provider shall hand over the Customer the time sheets detailing the time spent on performing the Services. The Customer shall check and sign them within five (5) days. When the Principal signs a time sheet (i.e. acceptance takes place), the relevant fee becomes due and payable. As of the date of acceptance this payment obligation may not be invalidated, and the fees paid become non-refundable.

If the Customer fails to reject the approval of the time sheets within the Acceptance period with detailed reasoning, or does not issue the Certificate of Acceptance within the Acceptance period, such time sheets shall be deemed accepted at the end of the Acceptance period and the Provider becomes entitled to invoice the relevant Fees.

Warranty

The Provider warrants that Services will be provided in a professional manner as expected from and IT expert, consistent with industry standards. This warranty will remain in effect for a period of thirty (30) days from the day the Service is completed. To enforce its rights under the warranty, the Customer must notify the Provider of any deficiencies in the Services immediately and in writing.

The Provider does not warrant that any software developed for the Customer will operate without any interruptions or errors after the completion of the delivery tests and acceptance.

The Customer's sole and exclusive remedy in case of breach of warranty is to demand the re-performance of the Services free of charge. If the Provider is to provide the Services again, as required under the warranty, the Customer shall have the right to demand repayment of the Provider's fee for any Services that remain deficient.

This Section contains the Provider's warranty obligations and the Customer's exclusive remedy for the breach of those obligations and there are no other warranties and remedies.

Liability

The Parties shall be fully liable for any direct damages they cause to each other wilfully or by serious misconduct.

The Parties expressly exclude any liability for indirect and/or consequential damages. The Provider's liability for direct damages shall be limited to the fees paid by the Customer for the Services that gave rise for the liability.

Intellectual Property Rights

Upon payment in full of the relevant Fees due, the Provider shall assign to the Customer all economic intellectual property rights in any deliverables prepared for the Customer.

The Provider retains the right to develop, use, and distribute works that are substantially similar to the deliverables handed over to the Customer, including similar in function, structure, sequence, or organisation. These GTC do not grant, amend, or modify any licence for any programs or documentation owned or distributed by the Provider.

Confidentiality

The Parties agree that they may disclose confidential information to the other Party during the performance of their duties (hereinafter: Confidential Information). The Parties will only treat confidential information that has been marked as “confidential” when disclosed or otherwise revealed. This shall not apply to business secrets which are to be kept in confidence for an indefinite period of time.

Information that does not qualify as confidential information shall include, but not be limited to, information which:

- a. at the time of supply is in the public domain; or
- b. subsequently comes into the public domain, except through breach of the undertakings set out in these GTC; or
- c. is already in the lawful possession of either Party; or
- d. subsequently comes lawfully into the possession of either Party from a third party who does not owe the other party an obligation of confidence in relation to it; or
- e. is required to be disclosed by law, regulation or any governmental or competent regulatory authority, as long as, to the extent such consultation is permitted by applicable law, the disclosing Party consults the other Party first on the proposed form, timing, nature and purpose of the disclosure.

The Parties agree that they will treat each other’s Confidential Information as confidential during the provision of the Services and for a period of three (3) years after their completion.

Fees

The Customer shall pay Provider a Fee for the performance of its obligations. The exact Fee and payment the schedule of payments shall be defined in the Proposal accepted by the Customer.

The Provider shall act as an independent Provider and will be required to pay all social security contributions and other contributions, as well as employee payroll deductions after its own employees.

Payment terms

The Customer shall pay all invoices of the Provider by bank transfer to the bank account specified in the given invoice within eight (8) days of the receipt of such invoice.

In case of late payment due to reasons attributable to the Customer, the Provider shall have the right to demand late payment interest at the rate specified under Section 6:48.§ of the Act V of 2013 on the Civil Code.

The Customer excludes its liability for any delay in payment caused by the fact that the invoice has been sent to an address other than the specified address or that the invoice has been completed incorrectly.

Cooperation

The Parties shall cooperate to ensure the due provision of the Services. Within the framework of this cooperation, the Parties shall notify the other without delay of any facts, circumstances or events that may affect the due performance of the Provider's obligations, or that may limit, delay, hinder or prevent the performance thereof in any way.

The Parties declare that they do not intend to apply Section 6:63. (5) of the Civil Code in their legal relationship.

Change requests

Any request for a change in the ordered Services shall be in a written form. This applies to all requests, including, but not limited to, changes to the project plan, scope, specifications, schedule, design and expectations. The Provider will not be required to carry out the changes requested by the Customer until the Parties mutually agree in writing on the same.

Contact persons, notifications

The Parties shall appoint contact persons for communication purposes. The contact persons will, among other tasks, coordinate and document all activities carried out within the framework of the Parties' cooperation and eliminate any barriers to such activities.

The Parties will consider the sending of written messages electronically as an acceptable form of written notification. If there is any doubt as to whether a notification has been made in the case of both letters and electronic messages, it will be the sender's responsibility to prove that it has sent the message to the other Party.

The Parties shall send written notifications and statements to be made within the framework of cooperation to the other Party's appointed contact persons, and the contact persons of the other party are entitled to consider these notifications and statements as authentic and valid.

Force Majeure

Neither Party shall be responsible for failure or delay of performance if caused by extraordinary events that were not foreseeable within the scope of the Parties. Force Majeure events include, but are not limited to, the following events: strike, act of terror, act of war, act of God, riot, explosion, flood, epidemic, natural disaster, prohibition of transportation, government restrictions, electrical, internet or telecommunication outage or other event outside the reasonable control of the obligated Party.

The Parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than ninety (90) days, either Party may cancel unperformed Services upon written notice.

This section does not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for Services provided.

Language

The language of the notifications and documents to be delivered or exchanged hereunder is Hungarian.

If the Customer wishes to receive certain documents in English, the Parties shall agree to that end.

Governing law and jurisdiction

The Parties agree to attempt to settle all disputes between them amicably.

These GTC shall be governed by and construed in accordance with the laws of Hungary.

The Parties agree to submit all and any disputes arising out of or in connection with their cooperation to the courts having exclusive jurisdiction as per the Act on Civil Procedure.