

GENERAL CONTRACT TERMS AND CONDITIONS

**for the use of
the Legislative Database, the EU Legislative Database, the Business Navigator, the Company Database and the APAFI
services of Opten Informatics Ltd.**

This General Contract Terms and Conditions (hereinafter: GCTC) contains the conditions of the use of the Services between Opten Informatics Ltd. as service provider (hereinafter: Service Provider) and the Subscriber who use the Service produced and operated by the Service Provider, as well as the basic rights and obligations of the Parties.

1. Definitions:

- 1.1. Service Provider:** **Opten Informatics Ltd.**
Registered seat: 1142 Budapest, Rákospatak u. 82.
Tax identification number: 12012187-2-42, HU12012187
Court registration number: 01 09 367756
Account holder bank: OTP Bank Rt.
Bank account number: 11715007-20339614
Website: www.opten.hu
- 1.2. Subscriber:** the natural person, legal person or any other legal entity without legal personality who/which enters into an Agreement for Subscription with the Service Provider by completing and executing the Order Form for the use of the Service.
- 1.3. Party / Parties:** the Service Provider or the Subscriber / the Service Provider and the Subscriber together.
- 1.4. Product:** the electronic Legislative Database, the EU Legislative Database, the Business Navigator, the Company Database, the APAFI, the electronic database and the related software provided on electronic data mediums (CD, DVD, etc.) / online / through intranet produced and exclusively owned by the Service Provider.
- 1.5. Service:** provision of use of one or more Product by the Service Provider to the Subscriber.
- 1.6. Order Form:** a document provided by the Service Provider and duly executed (in case of natural persons, signed personally) by the Subscriber in which the Subscriber orders any of the Services from the Service Provider. The method, the type, the quantity, the Subscription Fee, the frequency of payment, the number of simultaneous accesses and the identifying data of the Subscriber shall be determined on the Order Form as determined by the Subscriber.
- 1.7. Agreement for Subscription:** this GCTC and the executed Order Form under point 1.6. hereof together.
- 1.8. Product Description:** a document provided by the Service Provider which contains a detailed introduction and description of each Product.
- 1.9. Subscription Fee:** the fee payable by the Subscriber to the Service Provider for the use of the Service. The Price List published by the Service Provider shall contain the Subscription Fees.

2. Subject of the GCTC

The Service Provider provides the Service to the Subscriber in return for the payment of the Subscription Fee pursuant to the conditions determined in this GCTC and in the Order Form in such a manner that the Subscriber acquires exclusively the right of use in respect of the Product being the subject of the Services.

3. Basic rights and obligations of the Parties

- 3.1.** The Service Provider undertakes to provide and operate the Services falling under the scope of the GCTC to the Subscriber pursuant to the conditions determined in the GCTC, the Product Description and the Order Form.
- 3.2.** The Service Provider continuously maintains the Product and updates the data content thereof to provide continuously current data to the Subscriber.
- 3.3.** The Service Provider ensures product support to the Subscriber, within which the Service Provider operates a Customer Service for the purpose of servicing the Subscribers efficiently and receiving failure reports.
- 3.4.** Provision of the hardware and software configuration necessary to the use of the Service – in the lack of a contrary written agreement – is the obligation of the Subscriber. The description of the configuration necessary to the use of the Service is included in the Product Description.
- 3.5.** The Subscriber shall pay Subscription Fee to the Service Provider for the use of the Service in accordance with the Order Form.
- 3.6.** The Subscriber shall comply with the terms and conditions applicable to the use of the Services under this GCTC and the Order Form.
- 3.7.** The Subscriber shall notify the Service Provider of any change in its data without any delay.
- 3.8.** In the event that the Subscriber has already been using any of the Services of the Service Provider, the Subscriber can only order new Services by completing and returning to the Service Provider a new Order Form.

4. Method of the use of the Service**4.1. Use of Service provided on electronic data medium**

- 4.1.1.** In case of any order of Service provided on electric data medium, the Service Provider provides the Service primarily on DVD or on CD data medium in compliance with the frequency determined in the Order Form (monthly update: 1 (one) piece of data medium per month, quarterly update: 1 (one) piece of data medium per 3 (three) months).
- 4.1.2.** The Service Provider provides the first data medium (with the most updated data content available at the time of posting) to the Subscriber following the execution and receipt by the Service Provider of the Order Form and the payment of the Subscription Fee specified in point 7.2 hereof. Thereafter, the Subscriber provides the data medium(s) to the Subscriber during the term of the Agreement for Subscription with the frequency determined in the Order Form in such a manner that the Service Provider

delivers to the Subscriber the data medium updated in the given month not later than by the last day of the month following the given month.

- 4.1.3. The Subscriber may use the Product only by using the operating software exclusively owned by the Service Provider and which is available on the data medium. The Service Provider provides the operating software to the Subscriber in case of a single use through the data medium which contains also the database, while in case of more or unlimited number of users, considering the maximum number of the users, through the data medium which contains also the database, a separate data medium or online.
- 4.1.4. If the Product Description so provides in respect of a given Product, the Service Provider allows the online update of the data base in the period between the delivery of two electronic data mediums in case of the respective order of the Subscriber.
- 4.1.5. If the Price List published by the Service Provider contains it, the Product provided on data medium may be purchased also without subscription (single purchase).
- 4.1.6. Installation of the Product provided on data medium is the obligation of the Subscriber. The Subscriber shall be entitled to require local product support for the purpose of installation under point 6.3. of the GCTC.

4.2. Method of use of the online Services

- 4.2.1. In case of online Services, the Service Provider ensures to the Subscriber access through its own internet website in such a manner that the Subscriber chooses the place and date of such access individually.
- 4.2.2. The online Services are available from 0:00 until 24:00 on each day of the week.
- 4.2.3. The Subscriber acknowledges and accepts that the Service Provider may restrict temporarily the access due to maintenance and troubleshooting by the prior notification of the Subscriber via email. Furthermore, the online Services may also be suspended if their use is temporarily hindered due to technical reasons.
- 4.2.4. The Subscriber acknowledges and accepts that the ensurance of the internet access necessary for the use of the online Services is the obligation of the Subscriber and the costs thereof shall be paid by the Subscriber.
- 4.2.5. The Subscriber can use the online Services in possession of valid system identifications (IDENTIFICATION NAME and KEYWORD) which the Service Provider forwards to the Subscriber by post.
- 4.2.6. The Service Provider activates the system identifications within one (1) working day following the receipt of the executed Order Form and the payment of the Subscription Fee specified in point 7 hereof.
- 4.2.7. In case of the online Services, the Service Provider guarantees an availability of 99% annually.

4.3. Use of Services provided through intranet

- 4.3.1. In case of Services provided through intranet (local PC-network of the Subscriber), the Service Provider installs the Product (data base and operating software) on its own server or on the server ensured by the Subscriber in turn of rental fee under a separate agreement concluded with the Subscriber. The Subscriber acknowledges and accepts that the provision of the intranet network is the obligation of the Subscriber and the costs thereof shall be paid by the Subscriber.
- 4.3.2. The rental fee of the server provided by the Service Provider contains any repair/replacement costs incurred in case of any failure of the server and also the replacement of components in order to make the operation of the server faster, if the availability of the Product is too slow due to the defect of the server.
- 4.3.3. The Service is based on http protocol and the Subscriber may use the Product available on the server by using a web browser program. The Service Provider ensures the updating of the Product by sending a data medium or making possible to the Subscriber to access to the updates from its given IP address.
- 4.4. The Service Provider reserves the right to any modification or development of the Product (including, data base, software, content, functions, method of access) being the subject of the Service.

4.5. Alteration of the method of access

The Subscriber may, during the term of the Agreement for Subscription, initiate at the Service Provider the use of the Service through different method of access in the future (electronic data medium, online, etc.), provided that it is possible in case of the given Service. The alteration of the method of access does not affect the other provisions of the Agreement for Subscription, therefore such provisions remain in full force and effect. The alteration of the method of access is free once in a subscription period, but the fees of all further alteration are included in the Price List.

5. Conditions of use

5.1. General provisions

- 5.1.1. The Service Provider shall be entitled to the ownership right and the copyright of the Product (data base and operating software), any related written documents and the copies thereof. The Product is protected by copyright and international agreements. The Product Description may be multiplied exclusively with the prior written consent of the Service Provider.
- 5.1.2. Considering that the Service Provider transfers to the Subscriber only non-exclusive right of use of the Product (compilation data base and the related operating software together, the two components may not be separated) protected by copyright and defined in point 1.4. hereof, the Subscriber may use the Product and all data and information deriving from the Product exclusively in accordance with this GCTC and the conditions determined in the Order Form and only with the aim of administration of its own affairs in its own organization, therefore:
 - a) its distribution, recycling (including: lease, sale and purchase, distribution by other means of transfer of the ownership, making available for use, lending and leasing) are forbidden;
 - b) its multiplication by copying (extraction) is forbidden;
 - c) it cannot be assigned or disclosed to any third party neither for payment, nor without payment;
 - d) services cannot be provided to any third party based on the information deriving therefrom and business activities cannot be pursued therewith;
 - e) it cannot be published;
 - f) its data base cannot be recorded on data medium;

- g) in addition to the above, adaptation, processing, translating, alteration of the software and examination of its structure in excess of the degree necessary to the lawful use and production of source-code are forbidden. The protection applies to the Product Description prepared by the Service Provider necessary for the recognition of the operation and content of the related operating software and data base.

The obligation included in this point applies to the Subscriber following the termination of the subscription for any reason without any time limitation.

- 5.1.3.** The above restriction does not apply to any single service or use of certain content elements of the data base(s) which are not protected by copyright (e.g., a determined legal regulation, company data) related to the activities of the Subscriber.

- 5.1.4.** In the lack of entitlement to more or unrestricted right of use (single use), the Service may be used exclusively by one user lawfully at the same time. In this case, the right of use is not lawful if exercised on separate PC-s or by more users at the same time.

- 5.1.5.** In case of entitlement to more or unrestricted right of use of the Service, the Subscriber acquires right of use by a number of users and for a number of places determined in the Order Form.

- 5.1.6.** Based on the non-exclusive right of use determined in point 5.1.2. hereof, the Service may lawfully be used by the Subscriber, the employee of the Subscriber or any other person who entered into with the Subscriber a relationship for work.

- 5.1.7.** In case of an effective Agreement for Subscription, if the Subscriber is in delay with the payment of the Subscription Fee, the Service Provider is entitled to suspend the Service until the fulfilment of the payment.

5.2. Conditions of use in case of Services provided on data medium

- 5.2.1.** Despite the restriction determined in point 5.1.1. hereof, the Subscriber is entitled to make a security copy of the data medium containing the Product for its own use.

- 5.2.2.** Simultaneously with the termination of the Agreement for Subscription for any reason, the Service Provider ceases to deliver the data mediums.

5.3. Conditions of use in case of online Services

- 5.3.1.** The Subscriber shall be fully liable for keeping in secret the system identifications received from the Service Provider and be obliged to handle them confidentially, keep them in secret, not to disclose or transfer them to any third party. The Service Provider excludes liability for any and all damages arising from the breach of this obligation.

- 5.3.2.** The Subscriber shall pay the Subscription Fee for the Service used on the basis of the system identifications based on the respective invoice of the Service Provider independently from the fact to whom it provides the right of use. The Subscriber shall not refuse payment for the use of the Service on the basis of that it has searched in the system without data or based on incorrect data, and it could obtain only useless information. Payment may also not be refused for any unauthorized use.

- 5.3.3.** Simultaneously with the termination of the Agreement for Subscription for any reason, the Service Provider ceases the possibility of use of the online Service.

5.4. Conditions of use in case of Services provided through intranet

- 5.4.1.** In the event that the Service Provider provides the server to the Subscriber, the Service Provider seals it and draws up minutes at the time of the installation thereof. The Subscriber may not open the server, shall be liable for the conservation thereof, as well as for the existence and intactness of the seal. If the seal is damaged, the Subscriber shall notify the Service Provider thereof without any delay.

- 5.4.2.** In the event that the Subscriber uses its own PC as a server, it may contain exclusively the Product (data bases and operating softwares) provided and installed by the Service Provider, and of which the Service Provider draws up minutes.

- 5.4.3.** The Service Provider is entitled to inspect the operation of the server at the Subscriber's site without any prior notice but considering the operation order of the Subscriber. The Subscriber shall ensure to the Service Provider the possibility of inspection, maintenance and troubleshooting of the server, in case of hindering of which the Service Provider is entitled to suspend the provision of the Service. The Parties draw up minutes of the events mentioned herein.

- 5.4.4.** The Service Provider acknowledges and accepts that any data owned by the Subscriber may also be recorded on the server in the course of the use as a result of the operation of the Product. Therefore, the Service Provider ensures to the Subscriber the possibility of recording such data from the server in order to archive or reproduce prior to the return of the server to the Service Provider, provided that the data of the Service Provider cannot be damaged or endangered. If the Subscriber so requests, the Service Provider ensures the possibility of formatting the harddisk of the server in the presence of the representatives of the Parties. The Parties draw up minutes of the events mentioned herein.

- 5.4.5.** Simultaneously with the termination of the Agreement for Subscription for any reason, the Service Provider ceases the possibility of use of the server. The Subscriber shall ensure the possibility of removal of the server owned and delivered by the Service Provider within two (2) working days following the termination of the Agreement for Subscription.

6. Product support, Customer Service, failure report

- 6.1.** The Service Provider ensures to all Subscribers the documentation (Product Description) necessary for the proper use of the Services in electronic or paper form.

- 6.2.** In order to service the Subscriber's claims at a high level, the Service Provider operates telephone and electronic Customer Service from 08:00 until 17:00 on working days, through which it provides the Subscribers with information on the Products and Services, and answers the Subscriber's questions concerning the use of the Services.

Availability of the Customer Service:

Office of the Customer Service: 1142 Budapest, Rákospatak u. 82.

Telephone: 222-31-30,

Email: opten@opten.hu

- 6.3.** The Service Provider may provide product support (installation, education, etc.) personally at the registered seat or premises of the Subscriber under a separate agreement and for the payment of a separately determined fee.

- 6.4.** The Service Provider receives the failure reports concerning the Products and Services at its Customer Service at the availabilities determined in point 6.2. hereof. The Service Provider registers the reported failures, examines them and notifies

the reporter of the result thereof. In the event that the Service Provider establishes the existence of the failure, it commences the repair of the failure without any delay and notifies the reporter of the result of such repair.

- 6.5. In the event that the data medium cannot be properly used by the Subscriber due to its physical defect or damages resulted beyond the scope of interest of the Subscriber, the Service Provider replaces such data medium for free upon the receipt of a notice to that effect.

7. Payment of the Subscription Fee

- 7.1. The Price List contains the Subscription Fee of the Service, while the subscription period and frequency of payment are specified by the Parties in the Order Form.
- 7.2. The Service Provider issues invoice on the Subscription Fee concerning the subsequent payment period in advance and in accordance with the frequency of payment. The Subscriber shall wire transfer to the bank account of the Service Provider the whole amount of the Subscription Fee indicated on the invoice within eight (8) banking days following the receipt. The Parties agree that the bank transfer is deemed to be performed on the date when the whole amount of the Subscription Fee is credited on the bank account of the Service Provider. The Subscriber may, at its own decision, pay the Subscription Fee at the Customer Service of the Service Provider in cash.
- 7.3. In case of a single purchase, the Service Provider invoices to the Subscriber the price of the given Product determined in the Price List, which the Subscriber either pays at the Customer Service of the Service Provider in cash or at the time of the delivery of the Product by post.
- 7.4. The issued invoice specifies the name and the Subscription Fee of the Services provided to the Subscriber separately and in total. In the event that the fee paid by the Subscriber to the Service Provider does not cover all the invoiced Subscription Fees, the Service Provider may account the paid amount in the following order:
- a) former overdue debts;
 - b) in case of the same expiry, the more burdensome debt;
 - c) in case of equally burdensome debts, the less secured debt.
- 7.5. The Subscriber may object to the invoice at the Service Provider until the last day of the payment deadline. In case of any objection, the payment deadline shall be extended until a decision is made with respect to the objection. In case of invoices objected to causeless or following the payment deadline, the Subscriber shall pay to the Service Provider late payment interest with respect to the amount indicated on the invoice and not paid in deadline. In case of amounts invoiced incorrectly but paid by the Subscriber, if the Subscriber's objection is justified, the Subscriber shall be entitled to credit the amount increased with interest equal to the late payment interest or upon the Subscriber's request, the Service Provider refunds this amount in respect of the period between the payment and the refund.
- 7.6. In case of any delay in payment, if the Subscriber fails to pay the amount of the invoice within fifteen (15) days following the payment deadline, the Service Provider notifies the Subscriber in writing to perform payment by giving an additional deadline and describing the consequences of any further delay. The Subscriber acknowledges and accepts that the Service Provider is entitled to suspend the Service, terminate the Agreement for Subscription with immediate effect, initiate liquidation procedure against the Subscriber or enforce its claims before court following the expiry of the additional deadline without payment. In case of any delay in payment, the Subscriber shall pay to the Service Provider interest which amounts to the interest determined in the applicable provisions of the effective Hungarian Civil Code for the period of the delay as of the day following the payment deadline.
- 7.7. The Service Provider is entitled to increase the Subscription Fee annually from the conclusion of the Agreement for Subscription in accordance with the consumption price index applicable to the previous year and published by the Hungarian Central Statistical Office in the month prior to the annual subscription period, without the consent of the Subscriber. The Service Provider reserves the right to modify the Subscription Fee of the Services.
- 7.8. The Subscriber acknowledges and accepts that it is obliged to pay the Subscription Fee regardless whether it actually used the Service.
- 7.9. Pursuant to the agreement of the Parties, the deadlines of the performance of the Services specified in the invoices issued relating to the Agreement for Subscription are determined as follows:
- a) in case of invoices relating to the Legislative Data Base provided on data medium, the twentieth (20th) day of the month of the issuance of the invoice;
 - b) in case of invoices relating to the Company Data Base and EU Legislative Data Base provided on data medium, the twenty-fifth (25th) day of the month of the issuance of the invoice;
 - c) in case of invoices relating to the online Legislative Data Base, the EU Legislative Data Base and the Company Data Base, the last day of the month of the issuance of the invoice.

8. Liability

- 8.1. The Service Provider excludes all liability for any damage arising from improper and unlawful use of the Service.
- 8.2. The Service Provider excludes all liability arising from any defect of the Product due to the used sources (the Hungarian Gazette, any departmental gazettes and Notes, the Company Gazette, the Ministry of Justice, the Hungarian Central Statistical Office) or from decisions based on the opinion of authors.
- 8.3. The Service Provider undertakes liability for all direct damages suffered by the Subscriber as a result of the Service Provider's default, reimburses the Subscriber for all damages proven, however, the maximum amount of the damages cannot exceed the amount of the Subscription Fee paid by the Subscriber for the given Service in the last one (1) year. The Service Provider is not liable for any indirect damage. The Service Provider establishes this restriction of the liability due to the fact that the goodwill value of the Services exceeds multiply the value of the consideration paid therefor.
- 8.4. In the event that the Subscriber breaches any of the provisions concerning the use of the Service or uses the Service contrary to the provisions of the Agreement for Subscription, the Subscriber shall pay damages to the Service Provider. The Subscriber shall be liable for all damages resulting from any unlawful or improper use or breach of the Agreement for Subscription. The

Subscriber acknowledges and accepts that the breach of the provisions in respect of the use of the Services may result in the application of legal consequences of the civil and criminal law.

8.5. The Subscriber explicitly acknowledges and accepts the exclusion / restriction of the liability specified in point 8 hereof.

9. Data registration

After the conclusion of the Agreement for Subscription, the Service Provider handles the data of the Subscriber for the purpose of the fulfilment and amendment of the Agreement for Subscription, the controlling of the performance, the invoicing of the Subscription Fee and the handling of complaints, up to an extent and for a period necessary for such purpose and in compliance with applicable law, the data protection regulations and the Subscriber's declarations contained in the Order Form.

10. Notifications

10.1. Any notification, information, request, order, etc. (together: notification) between the Parties is valid and effective only in writing. The Parties consider and accept the following as written notification: letter sent by post / courier, fax and email.

10.2. Any notification (e.g. Order Form, termination) relating to the conclusion, amendment or termination of the Agreement for Subscription shall, in all cases, be delivered to the Service Provider in an original and duly signed form.

10.3. The Parties agree to accept the notifications other than the notifications specified in point 10.2. hereof sent via voice telephony, telefax, email or in another manner within the framework of the Agreement for Subscription. If, however, no confirmation in the form of a registered mail or a mail return receipt requested is sent for any reason within two (2) working days, in case of doubt, the sender Party may not refer to the validity and effectiveness of such notification against the other Party. The email sent to the Subscriber in case of any modification by the Service Provider of the GCTC is an exception to this point, other provisions of which are specified in points from 14.1.1. through 14.1.3. hereof.

11. Conditional preferences

11.1. The Service Provider may provide to the Subscriber conditional preferences (e.g., gift or service) in the framework of certain special offers advertised in advance attached to a service level and minimum contractual term specified in the Order Form and based on the Agreement for Subscription. The Service Provider provides to the Subscriber the conditional preferences in all cases following the crediting of the whole amount of the Subscription Fee on the bank account of the Service Provider at the registered seat of the Service Provider, unless the Parties agree differently.

11.2. In the event that the Subscriber chooses the postal delivery of the subject of the conditional preference, the Service Provider delivers it to the Subscriber by post, all costs of which are payable by the Subscriber. The Subscriber shall pay the fee of the postal delivery at the time of the receipt of the consignment.

11.3. The Subscriber loses the conditional preferences and it required to pay to the Service Provider the value thereof at the time of its provision, in case of:

- a) the termination of the Agreement for Subscription due to either the default of the Subscriber or any reason arising in the scope of interest of the Subscriber within the specified contractual term;
- b) the breach by the Subscriber of the obligations included in the Agreement for Subscription and the Subscriber fails to perform such obligations despite the Service Provider's written notice to that effect;
- c) the termination by the Service Provider of the Agreement for Subscription with immediate effect because of the Subscriber's breach.

12. Conclusion of the Agreement for Subscription

The Agreement for Subscription shall be concluded by the execution of and return to the Service Provider the original Order Form on the date of its delivery to the Service Provider. The Service Provider notifies the Subscriber on the conclusion of the Agreement for Subscription by sending an email to the email address specified in the Order Form.

13. Content of the Agreement for Subscription

The Parties enter into the Agreement for Subscription for the definite period of time specified in the Order Form under point 'Period of Subscription' which shall be automatically extended with an additional one (1) year term annually without any further declaration, provided that neither Party initiates the termination thereof in writing at the latest within thirty (30) days prior to the expiry of the respective annual dates.

14. Amendment of the Agreement for Subscription

14.1. Amendment of the Agreement for Subscription unilaterally

The Service Provider may amend the Agreement for Subscription unilaterally:

- a) if it is justified by any amendment of law or any official decision;
- b) if it is justified by any material change occurred in the circumstances of the Service;
- c) in case of any amendment by the Service Provider of the GCTC.

14.1.1. The Service Provider notifies the Subscriber on the amendment of the GCTC by an announcement published on its website and by sending an email to the contact person specified in the Order Form at least within thirty (30) days prior to effective date of the amendment of the GCTC. The notification contains the amended provisions of the GCTC, the effective date of the amendment, the availability of the amended GCTC and the information relating to the rights of the Subscriber due to the unilateral amendment.

14.1.2. Contrary to point 14.1.1 hereof, if the GCTC is amended because of the extension or the increase of the quality of the Service or the increase of its effectiveness or the introduction of a new service, with respect of which the applicable Subscription Fees remain unchanged and/or the conditions of the services being provided are not affected, or regardless of the above the Subscription Fees are decreased, the Service Provider is not obliged to keep the notification period of thirty (30) days, otherwise, the Service Provider shall comply with the provisions specified in point 14.1.1. hereof.

- 14.1.3.** In the event that the Subscriber does not accept the amendment, it is entitled to terminate the Agreement for Subscription with immediate effect in writing within fifteen (15) days following the receipt of the Service Provider's notification. The notification is deemed to be delivered at the time specified in the confirming email if the notification appears on the PC, or in the lack of this, within three (3) working days following the date of the sending of the notification. If the Agreement for Subscription is not terminated within the above deadline, the foregoing unilateral amendment of the GCTC is deemed to be accepted. In case of termination of the Agreement for Subscription, the Service Provider refunds to the Subscriber the Subscription Fee in proportion to the unused but paid in advance period within thirty (30) days.
- 14.1.4.** Failure of the issuance of the declaration specified in point 14.1.3. hereof shall not be considered as the acceptance of the amendment of the Agreement for Subscription which is more burdensome to the Subscriber because it results in the order of a new or supplementary service related to the Service already used by the Subscriber.
- 14.1.5.** In the event that the Subscriber concluded the Agreement for Subscription for a specified minimum term for the purposes of acquiring of any conditional preferences set out in point 11 hereof, the Subscriber may only terminate the Agreement for Subscription because of the amendment of the GCTC, if the amendment affects any of these preferences. In the event that the Subscriber terminates the Agreement for Subscription for this reason, the Service Provider may not demand the value of the conditional preference or its amount payable to the period following the termination of the Agreement for Subscription.
- 14.1.6.** A person ordering any Service but not qualifying as a Subscriber may rescind the Agreement for Subscription within fifteen (15) days following the publication of the amendment of the GCTC.
- 14.2.** Amendment of the Agreement for Subscription mutually
- 14.2.1.** The Service Provider may, at the written request of the Subscriber, amend the Agreement for Subscription in case a change occurs in the person of the Subscriber due to an agreement, legal succession or inheritance (transcription). In case of a legal succession or agreement, the Subscriber and the new Subscriber are entitled to submit their above request to the Service Provider together. The Service Provider transmits the Agreement for Subscription within fifteen (15) days.
- 14.2.2.** The Subscriber shall notify the Service Provider in writing of any change in its data without any delay, but not later than within fifteen (15) days following the occurrence of the change in the data. The Service Provider excludes all liability for damages arising from delayed notifications. In case of a delayed performance of this obligation, the Subscriber shall reimburse the Service Provider for all suffered damages and the Subscriber shall bear its own damages.
- 15. Termination of the Agreement for Subscription**
- 15.1.** Ordinary termination of the Agreement for Subscription
Any Party may terminate the Agreement for Subscription by sending a notice to the other Party to that effect in accordance with the provisions specified in point 13 hereof.
- 15.2.** Extraordinary termination of the Agreement for Subscription
- 15.2.1.** The Subscriber may terminate the Agreement for Subscription with immediate effect by sending a written notice to the Service Provider in the event specified in point 14.1.3. hereof.
- 15.2.2.** In case of non-payment of the Subscription Fee, the Service Provider is entitled to terminate the Agreement for Subscription with immediate effect in accordance with point 7.6. hereof.
- 15.2.3.** Any Party may terminate the Agreement for Subscription with immediate effect, if the other Party commits a serious breach of contract or in all other cases if the other Party fails to cease its breaching conduct despite a written notice or it commits a breach of contract again.
- 15.2.4.** The breach by the Subscriber of the following provisions qualifies, among others, as serious breach of contract: points 5.1.2., 5.1.4., 5.1.6., 5.4.1., 5.4.5., 7.6., 8.4. The Subscriber shall pay to the Service Provider a penalty in the amount of HUF 500 000, i.e., five hundred thousand Hungarian Forints in case of breaching points 5.1.2., 5.4.1. or 5.4.5.
- 15.2.5.** The following events, among others, do not qualify as serious breach of contract: all unforeseeable business operational situation on the Service Provider's side, including force majeure, during which such operational or other technical circumstances occur in its Services or in the network, the occurrence of which cannot be attributed to the Service Provider and is not resulting from the Service Provider's operational activity. The Service Provider is not liable for the default of the Service, if it is resulting from the operation of the internet or the breach of the information technology data protection system of either Party.
- 15.3.** In addition to the events specified in points 15.1. – 15.2. hereof, the Individual Agreement for Subscription is terminated:
- by a written mutual agreement of the Parties;
 - by the termination of the Service Provider without a legal successor;
 - by the withdrawal of the Product being the subject of the Agreement for Subscription;
 - by the termination of a non-natural person Subscriber without a legal successor;
 - by the death of a natural person Subscriber, if there is no heir entitled to transcription.
- 15.4.** In case of the termination of the Agreement for Subscription for any reason, the Parties account with each other and the Service Provider refunds to the Subscriber the Subscription Fee paid for any non-provided Service within thirty (30) days following the termination of the Agreement for Subscription.
- 15.5.** Exercising of the right of termination does not affect the enforcement of any other claim of the Service Provider against the Subscriber.
- 15.6.** In case of the Subscriber's termination without a legal successor, the Service Provider is entitled to enforce its claims outstanding against the Subscriber against that person/persons who are, under applicable law, liable for the debts of the Subscriber.
- 16. Dispute resolution**
The Parties undertake to attempt to resolve their disputes arising from the Agreement for Subscription by negotiations. In the event that such negotiations remain unsuccessful in minimum ten (10) working days and during minimum three negotiation events, the Parties draw up minutes and stipulate the exclusive competence of the Pest Central District Court and the

Metropolitan Court depending on the value of the dispute in connection with the disputes arising from this Agreement for Subscription.

17. Other provisions

- 17.1.** This GCTC comes into effect on March 19, 2008 and remain effective until withdrawal. The scope of GCTC applies to the Products and Services specified in the GCTC.
- 17.2.** The Service Provider ensures the continuous availability of the entire, effective and formerly effective GCTC on its website and through its Customer Service and also undertakes to make it available via email upon the request of the Subscriber.
- 17.3.** This GCTC consists of 17, i.e. seventeen numbered point.
- 17.4.** The Subscriber consents to the use of its name as a reference.
- 17.5.** In matters not regulated in this GCTC, the provisions of the Act No. IV of 1959 on the Hungarian Civil Code, the Act No. LXXVI of 1999 on the Copyright, the Act No. LXIII of 1992 on the Protection of the Personal Data and the Publicity of the Data of Public Interest and the Act No. V of 2006 on the Company Publicity, the Court Company Procedures and the Winding-up Procedure shall apply.
- 17.6.** The Subscriber or any person not qualifying as a Subscriber accept the provisions of the GCTC as binding upon it by the commencement of the use of any Service.
- 17.7.** The Subscriber accepts the provisions of the Order Form and this GCTC by the execution of the Order Form and considers the Agreement for Subscription together with its conditions as validly concluded.

Budapest, March 19, 2008

OPTEN Informatics Ltd.