General Terms and Conditions

Last modified: 18th November 2026

In order to make it easy to track changes to these Terms and Conditions, we summarize the changes in the chart below, indicating their effective date, and a brief description of the changes:

Version	Effective term	Changes	Download
v5	18.11.2026	Introduction of provisions governing Usage-Based Charges (see Clause 4.4.5) and the highlighting of provisions that deviate from the general rules of the Hungarian Civil Code.	GTC v5
v4	15.12.2024 - 17.11.2026	Correcting general stylistic and grammatical errors, improving the coherence of the contract Clarification of the establishment of the contractual relationship (see point 1.3) Addition of a new annex (see point 1.3), clarification of the wording of the annexes, renumbering of annexes New provision on the conclusion of a contract (see point 1.4) Correction of grammatical errors, typos Clarification of wording (see point 10.9.) Correction of incorrect/broken links (see point 4.4.4.9.; 4.4.6.1. Annex 2) Clarification on the management of the online training attendance sheet (see point 4.4.2.4) Special cases of licence fee changes (see section 4.4.4.4.) Precise definition of the persons entitled to issue a certificate of completion (see point 5.7)	GTC v4
v3	10.05.2023 - 14.12.2024	Extension of cases when legal relationship may be established only with the acceptance of the offer without signing an Individual Order (see Section 3.8) Determination who is authorized to place an order (see Section 3.9.) Prescribing an obligation for the Customer to make a backup (see Section 4.3.5) Definition of the scope of the META-INF service obligation (see Section 4.4.11) Modification of the provision on the revocation of the licence and the application of a penalty for late payment (see Section 4.5.4.10) Introduction of a new service (Service Card) (clause 4.5.6)	**GTC v3**
v2	26.09.2022 - 09.05.2023	License sales: META-INF is entitled to revise the prices in the event of a 1.5% exchange rate difference. (see point 4.5.4.3) Clarification of the rules for communication to be sent by e-mail (see point 15.1)	**GTC v2**
v1	22.07.2021 - 25.09.2022	First translation of the **hungarian GTC v4**	**GTC v1**

The aim of present General Terms and Conditions (hereinafter as **„GTC”**) is to govern the legal relationship between

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Registered seat: **1117 Budapest, Irinyi József utca 4-20. B. ép. 6. em., Hungary**

Company registration number: **01-09-170431**

Tax number: **HU13024583**

Registered by: **Metropolitan Court of Budapest as Registry Cour**t

Represented by: **Attila Gáspár and Tibor Hegyi managing directors individually**

E-mail: **info@meta-inf.hu**

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(hereinafter referred to as **“META-INF”**)

and the recipients of the service (hereinafter as: **„Customer”**) described in detail below that is provided by META-INF.

1. Introduction

1.1 Under an agreement concluded with Atlassian Pty. (hereinafter as: “**Atlassian**”) META-INF Kft. has an Atlassian Platinum Solution Partner Enterprise and Platinum Marketplace Partner status.

1.2. META-INF is a company registered in Hungary that is engaged in the sale of computer solutions developed by Atlassian or additional solutions developed by third parties related to these systems, as well as providing training related to these systems and system configuration, as well as consulting related to building up the most optimal system, product tracking and ancillary activities (hereinafter, as: “**Service**”).

1.3. The legal relationship between the parties without prejudice to Section 3.8 of these GTC is established by the signing of the framework agreement between META-INF and the Customer (hereinafter referred to as "**Agreement**"), which is attached as Annex 1 to these GTC. The Parties agree and by signing the Agreement, the Customer acknowledges that the basic rules of the legal relationship between the parties are governed by present GTC, and at the same time accepts its provisions as binding. Any deviation from the provisions of these GTC may be made by express written agreement of the parties in the Agreement.

1.4. The Agreement or any document relating to the Agreement or these GTC may be signed primarily on paper or by means of an advanced electronic signature in accordance with Article 3 Point 11 of Regulation (EU) No 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (eIDAS Regulation). META-INF may decide, at its sole discretion, to accept an electronic signature as defined in Article 3 Point 10 of the eIDAS Regulation (such as DocuSign software) for a document to be signed. In the latter case, in all cases, META-INF is entitled to send the document in question for signature, which META-INF will in all cases do from the e-mail address contracts@meta-inf.hu. By signing the Agreement and by accepting the GTC, the parties mutually declare that if any document is signed by means other than an advanced electronic signature, they consider such signature to be valid in their mutual legal relationship and waive any right to challenge the validity of the document or contract with regard to the fact of signature, the identity of the signatory or the manner of signature.

1.5. META-INF identifies in bold in these General Terms and Conditions those contractual terms which materially deviate from the provisions of the Hungarian Civil Code or from customary contractual practice and specifically draws the Customer’s attention to them. In accordance with Section 6:78(2)–(3) of the Hungarian Civil Code, such terms become part of the Contract only if, after receiving specific notice thereof, the Customer expressly accepts them.

2. Purpose of the GTC

2.1. The purpose of present GTC is to govern in a unified structure the rights and obligations of META-INF and the third party concluding an agency or contractor agreement with it for the performance of the Service or placing an individual order as Customer based on present GTC and the rules concerning the legal relationship between META-INF and the Customer, as well as the Individual Order.

2.2. The GTC regulates the rights and obligations of the Parties in a general manner. If there is any discrepancy between the provisions of the GTC or the Agreement concluded under these GTC or the Individual Order, primarily the provisions of the Agreement and secondary the provisions of the Individual Order shall prevail.

3. Establishment of an Individual Order

3.1. META-INF performs the tasks for the Customer related to a specific Service as detailed in the separate ad hoc agreements concluded under present GTC (hereinafter: **"Individual Order"**). Matters not regulated in the Individual Order – unless otherwise provided by the Agreement – are governed by present GTC. The Individual Orders form an inseparable part of present GTC and can only be interpreted together. Any deviation from the provisions written in the GTC in connection with the fulfilment of Individual Orders may only be made by a mutual written agreement of the parties.

3.2. In all cases, the Customer is obliged to request META-INF in writing (by e-mail) of its expectations regarding the task to be performed in connection with the Service (**"Offer Request"**). The Offer Request must contain all the information and criteria necessary for META-INF to be able to make an appropriate bid for the Services to be performed. The Offer Request shall thus contain, in particular, a precise indication of the tasks and the planned deadline(s), if applicable.

3.3. META-INF will examine the aspects stated in the Offer Request immediately, but no later than within 7 (seven) working days and may initiate the clarification and joint interpretation of the Offer Request by e-mail. (**"Offer Confirmation"**).

3.4. META-INF will issue a detailed offer for the performance of the given tasks (**"Offer"**) after the clarification of the Offer Request, but no later than within 5 (five) working days from the finalization of the aspects of the Offer Request. The Offer covers all cost factors, including in particular labour costs and costs and expenses incurred during implementation. Under the Individual Order the deadline for the performance of certain tasks related to the Service shall be determined jointly by the Parties, which deadline shall be indicated in the Individual Order.

3.5. The Customer is obliged to determine on the detailed Offer immediately, but no later than within the validity period of the offer indicated therein, whether to accept or reject it and shall communicate its decision in writing. If the Offer has been accepted by the Customer, the parties are obliged to execute an Individual Order the specimen of which is enclosed as Annex 2 to present GTC and which needs to be duly signed by the parties.

3.6. By signing the Individual Order, an ad hoc agreement is concluded between the Parties for the given task. In each case, the Offer accepted for the given task and the detailed description of the tasks forms an inseparable part of the Individual Order.

3.7. By signing the Agreement, the Customer accepts the provisions of present GTC as binding and the legal relationship between META-INF and the Customer is governed by these GTC with the possible deviations set out in the Agreement or the Individual Orders.

3.8. META-INF also informs the Customer that contrary to the above in cases where the Customer request a one-time service, for example a one-time training, or if it requests license sales either individually either together with consulting services (in which case the duration of consulting service does not exceed 30 working hours) and also in case the Customer requires a one-time consultation service individually that does not exceed 30 working hours, the Individual Order is established by accepting the Offer sent by META-INF without signing a separate written Agreement or Individual Order, in which case the provisions of present GTC shall govern the legal relationship between the parties.

3.9 The Parties agree that, unless otherwise agreed by the Parties, the person designated in the Agreement as contact person and the person who places the order pursuant to Clause 3.8 shall be deemed to have the authority of the Customer to place an Individual Order with META-INF. Accordingly, if any of the persons specified in this clause places an order to META-INF, the Customer may not later rely on that such person was not authorised to place an order. The Customer shall notify META-INF immediately of any change in such person. The Customer shall indemnify and hold harmless META-INF against any damage resulting from failure to notify META-INF thereof.

4. Right and obligations of the Parties

4.1. The Parties are obliged to act in good faith and with righteousness during the performance of the Agreement established under present GTC and during their negotiations prior to the conclusion of the Agreement or the

Individual Orders that may be concluded under present GTC, the conclusion and performance of an Individual Orders and their post-performance procedures. The legal declarations of META-INF made during the negotiations made regarding present GTC shall not be considered as a legally binding offer and they shall not create any obligation for META-INF to enter into a contract or to perform the Service.

4.2 Rights and obligation of the Customer

4.2.1. Prior to the commencement of the tasks, the Customer is obliged to inform META-INF of all the circumstances necessary for the performance of the Services in accordance with present GTC and as recorded in the Individual Order. The Customer is obliged to hand over or provide to META-INF the data, information or other statements necessary for the fulfilment of META-INF without delay. If the Customer is in delay with providing the data, information or other statements required by META-INF, this delay shall exclude the delay of META-INF.

4.2.2. The Customer is obliged to cooperate with META-INF and in all cases to provide the data and information requested by META-INF, as well as to actively participate in order to perform the services according to the GTC.

4.2.3. If the infrastructure required for the fulfilment of the GTC or the Individual Order (e.g., test environment, live environment, elements necessary for their access, such as VPN access, etc.) is provided by the Customer, then the Customer shall ensure remote access or the Customer provides access on computers at the place indicated by the Customer, taking into account and applying the internal information security regulations.

4.2.4. In all cases, the infrastructure required to run Atlassian products and related applications must comply with Atlassian's technical recommendations and of which an illustrative list of paths is provided in Annex 3 of present GTC. Regarding the latter, in addition to the websites indicated in Annex 3 of present GTC, technical recommendations may also be found on other pages. If the infrastructure is inadequate, there is a possibility that the system and add-on the Customer wants to run will not be able to achieve the desired goal. **The Customer is obliged to ensure that the infrastructure required for running the systems and add-ons always complies with Atlassian's technical recommendations (memory, network, appropriate hard drive speed, etc.), in respect of which or due to which META-INF is not liable for deficiencies.**

4.2.5. It is the obligation and responsibility of the Customer to make backups of its data, where the nature of the Service may require and in particular to the data residing in the environments in which the configuration is made is being the subject of the META-INF service, before META-INF starts providing the Service and continuously throughout the entire period of provision of the Service. **In the event of failing to meet this obligation, META-INF shall not be liable for any loss of data or other adverse consequences for the Customer, and the Customer shall not be entitled to make any claim against META-INF in this respect.**

4.2.6. The Customer is entitled to use the Services only in connection with its own operation, it may only transfer it to an external third party to the extent and in the manner necessary for the performance of the service included in the contract with the third party.

4.2.7. The Customer is also obliged to pay the Fee to META-INF specified in present GTC or the Individual Order within the deadline specified in the Invoice.

4.3. Rights and obligations of META-INF

4.3.1. META-INF is obliged to provide the Service specified in the Individual Order to the Customer in such a way that it is suitable for the purpose specified by the Customer in the Agreement and the Individual Order or in its amendment made in accordance with the provisions of present GTC or for the purpose of the Service. If META-INF is in delay with the performance of the Service specified in present GTC or in the Individual Order because the Customer does not provide the information necessary for the performance of the Service or does not provide the necessary premises, equipment, system access, then it excludes the defective performance of META-INF. If the Customer does not remedy the delay within 3 working days, the parties are obliged to jointly agree on a new performance deadline, by which date META-INF is obliged to perform the Service if the Customer has fully provided the conditions to be provided. If the parties do not agree on the new performance deadline within 10 days, or the Customer fails to fulfil the obligation to provide the conditions despite the agreement, then META-INF is entitled to terminate the Individual Order created under the GTC with immediate effect and the parties are obliged to settle accounts with each other in accordance with Section 10.9. of the GTC.

4.3.2. META-INF is obliged to act with the utmost care and to provide the Services at the highest professional level at all times during the performance of the Services.

4.3.3. META-INF is obliged to act in accordance with the provisions of the GTC and the instructions of the Customer during the performance of the Service, with the exception of the performance of activities having an agency nature (educational, consulting tasks) in accordance with present GTC. **META-INF may only be instructed by the Customer's contact person indicated in the Individual Order.** If the instruction is impractical or unprofessional, META-INF must express its warning in writing. Compensation for any damage resulting from failure to provide this information shall be borne by META-INF. If, despite META-INF's notice, the Customer instructs META-INF to perform the task, the Customer is obliged to reimburse any penalties imposed on META-INF, and to do everything possible to ensure that META-INF is exempt from adverse legal consequences. In addition, META-INF may withdraw from the Individual Order if the Customer maintains its instructions despite the warning. META-INF is obliged to refuse to comply with the instruction if its execution is in violation of the law or may lead to a violation of an official order or endanger any person or the property of others.

4.3.4. META-INF is obliged to keep confidential the information received from the Customer during the performance of the Service and the documentation prepared during the performance of the Service. META-INF may use the information obtained during the performance of the Service only for the purpose of performing the Service and may only pass it on to persons and organizations participating in the performance of the Service and only to the extent necessary to comply with the GTC and the Individual Order. META-INF may not use the information obtained for any other purpose.

4.3.5. META-INF is obliged to perform its entrepreneurial type activities (especially software development and implementation) in such a way that allows the Customer to make a good overthinker decision so that the Customer has sufficient information and time to make the decision. In cases that require decisions, META-INF shall, at the request of the Customer, either provide written preparatory materials or provide oral information describing the circumstances surrounding the decision, where applicable, each alternative decision with their advantages and disadvantages and possible effects.

4.3.6. META-INF is obliged to carry out its activities under the GTC through its employees in person or by videoconference. META-INF is entitled to use subcontractors for the performance of its activities without the consent of the Customer, however, it is obliged to notify the Customer of the identity of any subcontractor used. META-INF is responsible for the subcontractor used as if it had carried out the work itself.

4.3.7. The Customer will not have any legal relationship with any subcontractors used by META-INF. Furthermore, the Customer undertakes to make any legal notices to these subcontractors exclusively through META-INF. In order to solve tasks related to Atlassian, the Customer may not establish a business relationship with subcontractors who performed the task for the Customer through the provision of the Service performed by META-INF without the prior written consent of META-INF for five (5) years after the termination of the GTC for any reason. In case of breaching this obligation, the Customer is obliged to pay META-INF a breach of contract penalty in the amount of HUF 5,000,000. META-INF is obliged to provide the list of subcontractors to the Customer within 10 working days after the termination of this Agreement.

4.3.8. If the performance of the Service requires the development of infrastructure and it is not provided by the Customer, then META-INF is obliged to acquire, install and operate the hardware, licenses and rights for its development, as well as to acquire the expertise required for its design, operation and development.

4.3.9. If the subject of the Service according to present GTC is the performance of work of an educational, training or another assignment, META-INF undertakes to only provide its services in accordance with the relevant professional requirements to the best of its knowledge but does not undertake to achieve any results.

4.3.10. META-INF is obliged to perform the work that is included in the GTC or the Individual Order, but that has not been taken into account in determining the fees, and the work without which the Services cannot be implemented (**"Additional Work"**). META-INF shall perform the work subsequently ordered, in particular as a result of possible modifications, if the performance of the work does not make it disproportionately burdensome (**"Extra Work"**) and if and when it has free human resources to perform the Extra Work. The Customer is obliged to reimburse META-INF for the costs incurred in connection with the Additional Work, which was not foreseeable at the time of concluding the GTC (acceptance of the Offer). The Customer is also obliged to reimburse META-INF for the justified costs incurred during the performance of the Extra Work. If the settlement between the Parties is based on time & material, then the Additional Work and Extra Work according to this clause cannot be interpreted due to the nature of the Service.

4.3.11. By accepting the provisions of these GTC, the Customer acknowledges that META-INF is obliged to provide certain services only in connection with Atlassian software with the version number indicated at the following link: **https://confluence.atlassian.com/support/atlassian-support-end-of-life-policy-201851003.html**.

With respect to that the list of software published on the aforementioned link may change from time to time, it is the Customer's obligation and responsibility to verify before using the Service, whether the Service intended to be used in relation to Atlassian software is such for which META-INF undertakes to provide the Service. Also with respect to the foregoing by accepting the provisions of these GTC the Customer further acknowledges and agrees, that META-INF is entitled to make the provision of the Service conditional on that the Customer upgrades to a version of Atlassian Software for which META-INF agrees to provide the Service prior to META-INF's commencement of the provision of the Service. Upon request META-INF will assist the Customer to upgrade to a supported version within the framework of the Service to be provided.

4.4. Services

4.4.1. Consultancy and system configuration (implementation) services

4.4.1.1. META-INF performs the following tasks for the Customer within the scope of its consulting activities:

- assessment of the Customer's systems and work environment.
- elaboration of efficiency-enhancing proposals for the Customer.
- presentation of the Atlassian system and related ancillary services.
- demonstration of the benefits of implementing the Atlassian system and related ancillary services.
- elaboration of a specific offer.
- after acceptance of the offer, installation of the Atlassian system and related services on a service provided by the Customer or an external server provider but dedicated to the Customer (if the system or service is not cloud-based).
- configuring and customizing the Atlassian system and related services and implementing them into the operating environment of the IT systems of the Customer.
- a description of any actions related to the migration to the Atlassian system that arises independently of META-INF due to the characteristics of the Customer's current system.

4.4.1.2. META-INF declares that it has outstanding expertise in the Atlassian system and related ancillary services, as well as their implementation to new environments, with respect to which it provides the Services through its Atlassian Certified Professional employees.

4.4.1.3. The detailed rules of consulting service are contained in the Individual Order concluded by the parties.

4.4.1.4. In order for META-INF to be able to perform the consulting activity professionally and to place the Customer’s interests first, the Customer is obliged to inform META-INF of all relevant circumstances necessary for the performance of the task and to provide META-INF with the necessary documents. **META-INF shall not be liable for any consequences arising from the fact that the Customer has not provided complete information to META-INF.**

4.4.1.5. META-INF is obliged to inform the Customer about all circumstances that are necessary for the performance of the consulting activity or that may constitute an obstacle to the performance of the activity.

4.4.1.6. Within the framework of the consulting activity and for the purpose of performing it META-INF is entitled to enter the Customer's office and other premises, in order to assess the Customer's systems. META-INF is obliged to notify the Customer by e-mail in advance, 7 working days prior to the planned date of the visit. The Customer is obliged to notify META-INF by e-mail within 3 working days of the receipt of the notification. If the Customer does not send feedback within the specified deadline, the date shall be deemed accepted. **If the date is considered to be agreed between the parties – either because it has been confirmed by the Customer or because no confirmation has been received within the deadline – and the Customer cancels it within 2 days before the planned date, the Customer is obliged to pay a penalty for failure. in an amount equal to the daily fee applicable to the day.**

4.4.1.7. To the extent necessary for the performance of the task, the Customer is obliged to provide META-INF with access to its systems and the required number of employees who present the system to META-INF or under whose supervision the META-INF employee carries out the system surveillance.

4.4.1.8. It is the responsibility of META-INF to perform its consulting activity professionally, with due care, in accordance with the information disclosed and the professional requirements.

4.4.1.9. META-INF is obliged to treat the data, information and documents obtained during the performance of the consulting task confidentially, in accordance with the rules of confidentiality set forth in Section 11 of the GTC.

4.4.1.10. META-INF, after assessing the Customer's systems and reviewing the documents, records its results in writing, under which it prepares an offer for the Customer in connection with the implementation of the Atlassian system, indicating the actions that may be taken by the Customer independently of the activities of META-INF. The offer sent in this way does not create a binding obligation between the parties, and the Customer is not obliged to place an order based on it.

4.4.1.11. Considering that META-INF carries out its consulting activities mainly on the basis of information received from the Customer and through the examination of the Customer's systems, and since META-INF has no influence on the development of the Atlassian system, the current state of the Atlassian system, therefore the consultancy activity does not constitute a state-licensed expert activity, as a result of which META-INF excludes its liability for additional costs, other expenses and damages due to incomplete information provided to META-INF in the event of a subsequent order, or due to circumstances beyond its control.

4.4.1.12. After performing the tasks according to this chapter – if it can be interpreted due to their nature – the Service or the product possibly created under the Individual Order shall be handed over by META-INF to the Customer within a handover-acceptance procedure, during which the parties perform the usual tests applicable in the given business industry, that are necessary to establish the regularity of the performance.

4.4.1.13. The parties agree that the handover-acceptance procedure consists of two stages, the handover procedure by META-INF (hereinafter referred to as the **"Handover Procedure"**) and the acceptance procedure by the Customer (hereinafter referred to as the **"Acceptance Procedure"**).

4.4.1.14. During the Handover Procedure, META-INF is obliged to carry out the usual inspections applicable in the given business industry and to present the Service or individually developed product to the Customer in detail. Within the framework of this procedure, the Customer is entitled to report its objections immediately, but no later than within 5 working days, to META-INF, which is obliged to start the correction of the indicated errors within 5 working days and to repeat the Handover Procedure.

4.4.1.15. If during the Handover Procedure the Customer accepts the Service or the individually developed product, together with the related documentation, it is obliged to carry out the Acceptance Procedure within 5 working days. During the Acceptance Procedure, the Customer shall subject the Service or individually developed product to further tests in its own environment. If during the testing the Customer finds an error or consider that the Service or individually developed product to be delivered does not correspond to the original purpose, the Customer shall notify META-INF, who is obliged to correct it within 5 working days, after which the Customer repeats the Acceptance Procedure.

4.4.1.16. META-INF is not entitled to any additional remuneration for the Additional Work incurred due to the repair.

4.4.1.17. A successful handover-acceptance procedure is considered to have taken place if the Handover Procedure and the Acceptance Procedure have been successfully completed and if META-INF has handed over to the Customer – in case of a separate written request of the Customer specified in the Offer Request – the necessary complete documentation – unless otherwise agreed – by e-mail - the Customer implements the installation in a final operation environment in case of a written order, configures the Service on the Customer's systems and the Customer hands over to META-INF the certificate of acceptance certifying the performance of the given activity the specimen of which attached as Annex No. 4 to present GTC.

4.4.1.18. If META-INF is obliged to hand over the tasks to be performed on the basis of the Individual Order in several instalments, according to a defined division and schedule, the Handover and Acceptance Procedure shall be carried out for each handed over part, if they are capable of independent operation. If each handed over part is not able to operate independently, the Handover and Acceptance Procedure will take place after the last part has been

completed, however, in case of milestones set by the parties, the Customer is obliged to issue a certificate of acceptance to META-INF so that META-INF may issue an Invoice in possession of a certificate of acceptance.

4.4.2. Training

4.4.2.1. Upon the Customer's order, META-INF provides an educational service to the Customer's employees on the use of the Atlassian system and related apps.

4.4.2.2. In this context, META-INF undertakes to organize training on the topic specified in the Individual Order and for the persons specified therein, in accordance with the description previously provided by META-INF.

4.4.2.3. META-INF provides the material and personal requirements necessary for the implementation of the training, through which the purpose of the training can be achieved, but unless agreed otherwise the location for the training and the material means necessary for the training on behalf of the participants, such as in particular a computer, writing instruments, notebook, etc. must be provided by the Customer.

4.4.2.4. META-INF is obliged to keep an attendance sheet of the training, including the names and signatures of the participants, in order to enable the Parties to settle the cost of the training. In the event the training is not physically attended but is conducted online, the attendance sheet shall be an e-mail confirmation from the participants acknowledging their participation in the online course or a screenshot of the online training taken by the trainer and certified by him/her, attesting to the login and thus the list of participants who have started the training.

4.4.2.5. Each Party shall notify the other party in advance of any circumstances that prevent the training from being held at a time determined in advance by the parties. If the obstacle occurs on the side of META-INF, it is obliged to provide the Customer with a new date on which it is able to hold the missed training. If the training is missed on the scheduled date due to a reason attributable to the Customer, META-INF in its sole discretion may oblige the Customer to pay the following amounts:

- if the cancellation is made 10 days before the training, the Customer is not obliged to pay a failure penalty to META-INF.
- if it takes place within 10 days before, but 3 days beyond the training, the Participant may be required by META-INF to pay an amount equal to 25% of the training fee as a default penalty.
- if the Participant does not show up at the planned time of the training or cancels it within 3 days before the day of the training, the Participant may be requested by META-INF to pay an amount equal to 50% of the training fee as a default penalty.

4.4.2.6. Irrespective of the above penalty payment obligation, if requested by the Customer, META-INF is obliged to hold the missed training at a pre-agreed time for the original remuneration.

4.4.2.7. META-INF reserves the right to cancel the training 5 working days before of the scheduled date if the pre-determined minimum number of persons has not confirmed their intention to participate. The minimum number of employees is always contained in the Individual Order.

4.4.2.8. If necessary, META-INF provides a description of the training topics, which may be done electronically or in paper form, depending on the subject of the training. The topics provided by META-INF will either be physically handed over to the participants or, if they are also available electronically, they will be sent by META-INF to the e-mail address provided by the Customer or the person participating in the training. If a participant refuses to provide an electronic address or does not have such an address, no electronic topics or lectures will be sent to him / her and in which case META-INF shall not be held liable.

4.4.2.9. Any training aids, topics, documentation that may be provided to the Customer's employees during the training, whether printed or electronically, and video recording are the exclusive intellectual property of META-INF, in connection with which META-INF grants the participants of the training a limited right of use, i.e. the employees of the Customer who have attended the training may use any materials during their work, however, they may not make copies of them and they may make them available to third parties only if they are absolutely necessary for their work.

4.4.2.10. The number of employees specified in advance by the Customer are entitled to participate in the training against payment of the fee specified in the Individual Order. The fee specified in the Individual Order also includes the price of the training materials.

4.4.2.11. META-INF cannot guarantee that all employees of the Customer who have participated in the training will learn the correct use of the Atlassian system after completing the training, as it also depends on the abilities of each employee.

4.4.3. Product support

4.4.3.1. META-INF provides product support services to the Customer under an Individual Order concluded by and between the parties, in accordance with the provisions of the Individual Order and present GTC, against payment of a fee specified in the Individual Order.

4.4.3.2. For the sake of clarity, it is established that product support under this section does not affect the product support service provided by Atlassian. The rules for providing developer product support for Atlassian products may be found on the Atlassian website or in the respective policies of the developers of each add-on.

4.4.3.3. META-INF is not responsible for repairing bugs in Atlassian and related apps developed by third parties, it can only provide service in the context of system compatibility. In all cases, it is the responsibility and obligation of the developer to correct defects in Atlassian products in accordance with the provisions of the EULA (End User License Agreement and Service Level Agreement (SLA) applicable to them, which may be found either on the Atlassian Marketplace (www.marketplace.atlassian.com) or be known as provided by the app developer.

4.4.3.4. META-INF is obliged to actively assist in resolving any errors that occurred on the side of the Customer but does not guarantee to solve them as they may be caused by a defect of Atlassian products or on the side of the developer of the app or the Customer's system environment.

4.4.3.5. The condition for using the product support service is that the Customer operates a test environment that is suitable for testing all the solutions to be used in the live system.

4.4.3.6. The Customer is obliged to provide META-INF with all the requested information, documents and access in order to fulfil its obligations under present GTC and the Individual Order, so it is obliged to hand over the required log files and screenshots preferably by making them free of all personal data. **The Customer is obliged to hold META-INF harmless from the claims of third parties for all possible damages resulting from the failure to do so.**

4.4.3.7. The Customer is also obliged to use solutions in the live operating environment that are listed in the official documentation issued by Atlassian as a solution supported by Atlassian. **The Customer acknowledges that it will result in the loss of the product support if, for example, the Customer modifies the database or uses a so-called "workaround" solution not supported by Atlassian, or if a modification is based on suggestions from knowledge bases or online forums. that cannot be clearly identified as Atlassian-supported solutions.**

4.4.3.8. In addition, the Customer undertakes that if it does not wish to purchase an Atlassian add-on through META-INF, it will purchase only products from suppliers with Top Vendor certification. If the Customer purchases products from non-Top Vendor suppliers, the Customer may only run them in the live environment after they have been approved in advance by META-INF.

4.4.3.9. The Customer may not make any changes to the server environment without the prior permission of META-INF, in particular, it may not take away resources, migrate a database or Atlassian system. Updating of server components running on a server may not be executed without prior approval. **If this happens, META-INF cannot be held responsible for the functionality of the Atlassian system provided by itself.**

4.4.3.10. The Customer is obliged to make a backup of the live environment with such frequency, it is acceptable for the Customer to lose data in the period between the last backup and the reinstallation of the system.

4.4.3.11. In the event of a breach of these obligations, META-INF reserves the right to suspend the product support service.

4.4.3.12. The Customer is obliged to send product support requests to the e-mail address specified in the Individual Order or via the Service Desk Customer Portal individually specified by META-INF. META-INF provides its product support service – based on its own professional decision – to the Customer by telephone, e-mail, instant messaging service, or through a personal consultation, on working days between 9 am and 5 pm.

4.4.3.13. The support service provided by META-INF includes answering the questions asked by the Customer, compiling solution proposals for possible problems, and developing implementation proposals that meet individual

needs. In addition, it may include active participation in customer problem solving, in the event that the Customer provides remote access to its servers or provides the opportunity for personal work during a personal consultation.

4.4.3.14. META-INF is obliged to start the identification of the reported errors within 2 working days at the latest and to start contributing to the solution of the problem. If a report related to a system error is received from the Customer via the Service Desk Customer Portal, which error report is then confirmed by telephone, META-INF is obliged to start helping to rectify the error on working days within 8 hours.

4.4.3.15. META-INF undertakes that if it is unable to comply with Section 4.4.3.14 in respect of up to 20 percent of the notifications made by the Customer. or the deadline specified in the Individual Order to start the investigation of the defect, it shall grant the Customer a 20 percent discount from the next monthly fee. If META-INF cannot meet the above deadline for at least 20 percent but not more than 50 percent of the notifications, 100 percent of the given monthly fee will be credited to the Customer at the next due payment. If META-INF is unable to meet the agreed deadline by more than 50 percent of the notifications, it will release the given monthly fee and the fee due for the following month to the Customer. **The Parties agree that, in addition to this the Customer may not claim any further damages from META-INF. In addition, the Customer declares and acknowledges that the credits included in this section are appropriate compensation and waives the right to claim damages in excess of this against META-INF.**

4.4.4. Sale of licenses

4.4.4.1. META-INF declares that, under an agreement with and under an authorization given by Atlassian as the owner of the Atlassian products it is entitled to distribute computer solutions (the **"Product"**) either developed by Atlassian or distributed by Atlassian under separate individual agreements, in particular Atlassian products and related add-ons, i.e., so-called apps.

4.4.4.2. For the purposes of present GTC, a Product is also meaning a computer solution that is not distributed by Atlassian in a web store called Atlassian Marketplace, but directly by the developer of the Atlassian compatible app. Accordingly, the license sales under present GTC also cover these apps.

4.4.4.3. Within the framework of the License sale in accordance with the Individual Order and against payment of a separate fee, META-INF undertakes to purchase the license keys related to the Products distributed by Atlassian for the benefit of the Customer under the Individual Order of the Customer and accepts the terms and conditions on its behalf of the Customer thereby accepting the establishing a contractual relationship between the Customer and the developer and right holder of the Product, and acts in order of use of the Products. **META-INF reserves the right to revise the prices in the Offer in its sole discretion by +/- 1,5 % compared to the HUF exchange rate contained therein in the period between the sending of the Offer and the signing of the Individual Order and in this case META-INF is not bound by the Offer. The Customer acknowledges and accepts the right of META-INF to unilaterally change the price resulting from the exchange rate change. In certain cases, META-INF also reserves the right, to transfer the license keys related to the ordered Products only after the Customer has paid in advance.**

4.4.4.4. META-INF informs the Customer that it has the right to automatically adjust the licence fees for each Product from the next billing cycle if the Customer purchases a monthly billing cloud license with the assistance of META-INF. In such cases, the amount of the licence fee for the corresponding period will be determined by the manufacturer of the Product concerned, who will be entitled to modify the monthly subscription fee for the Product at any time. **The Customer acknowledges and accepts that these changes will be automatically applied by META-INF towards the Customer.**

META-INF also reserves the right to change the licence fee if the Customer makes the Product available to additional users during the period of use. Any such modification, whether an increase or decrease, will be automatically passed on to the Customer. In the case of a monthly subscription, the Customer acknowledges that the price set out in the offer is valid only for the first month and applies only to the number of subscriptions included in the offer.

META-INF further informs the Customer that, in addition to the above, the monthly licence fee for the cloud system invoiced by META-INF may also be modified if the Customer installs a new Product on its system, in which case the monthly fee due for the next period will be increased by the monthly fee for the corresponding user number of the Product, or if the Customer ceases to use a Product in the subject month and deletes it from its cloud

system, the monthly fee invoiced shall be reduced by the monthly fee for the deleted Product for the corresponding user number from the following month.

4.4.4.5. As part of the sale of the License, META-INF will in particular carry out the following activities:

- It conveys the Customer's intention to purchase to Atlassian or the developer of the Product
- Ensures to obtain the license keys from Atlassian or the Product Developer required to use the Products

4.4.4.6. META-INF warrants that

- it has all the necessary licenses from Atlassian or the developer of the Product to obtain the right of use and the tracking service for the benefit of the Customer for the tracking period,
- is entitled to distribute the right to use the Product and the tracking service for the Product.
- by concluding present GTC and paying the fee specified in the Individual Order, the Customer will be entitled to the right of use and tracking service in accordance with the conditions set out in the license agreement of the developer of the given Product.

4.4.4.7. The commission given under present GTC or the Individual Order does not cover and allow META-INF to make a legally binding declaration instead and on behalf of the Customer in excess of the amount required to purchase the license key for the Product, nor that to provide support activity related to the Product, given that it is the responsibility of the Product developer. However, if it is requested as a separate service META-INF provides a service to help to get support for the Product

4.4.4.8. META-INF acts as an intermediary on behalf of the Customer, so META-INF is not entitled or able to make any warranty statements in connection with the Product. The Customer is obliged to assert all warranty and other claims directly to the Product developer in accordance with the general terms and conditions published by the Product developer. It is the Customer's responsibility to familiarize itself with the content of the general terms and conditions published by the Product developer, and all liability arising from its failure shall be borne by the Customer.

4.4.4.9. The developer's general terms and conditions related to the purchased Product, the Product's documentation and any privacy information are always available on the Product Specification page of the Product at www.marketplace.atlassian.com. If the purchased Product is a product developed by Atlassian, their general terms and conditions and related legal documents are available at https://www.atlassian.com/legal and the Product documentation is available at https://support.atlassian.com/

4.4.4.10. In connection with the sale of the license, META-INF undertakes that the Products sold to the Customer will be suitable for use with the basic Atlassian system used by the Customer in accordance with the terms of use published by the Product developer, provided that the Customer has provided complete and accurate information for META-INF. This commitment applies only to the suitability of the software but does not apply to the hardware environment required to run it, as the Customer is obliged to provide it in all cases in its own interest.

4.4.4.11. If the Customer fails to meet the obligation to pay the fee specified in the Individual Order within the deadline specified therein, by its sole discretion META-INF shall have the right to either invalidate the already acquired license keys or to charge a daily 5 percent of late payment penalty after the license fee indicated in the Individual Order, and in case of a delay exceeding it to charge a penalty for delay in an amount of the 10 percent of the licence fee per day and in which case the maximum amount of the penalty may be 100 percent of the license fee indicated in the Individual Order. META-INF is not obliged to compensate the Customer for the resulting damages, by accepting present GTC or signing the Individual Order the Customer expressly waives its claim for compensation.

4.4.4.12. If the Customer cancels its order for all or a specified part of the previously ordered Products for any reason and if META-INF is able to enforce the arising claim against the Product developer (which does not mean a commitment for META-INF to successfully enforce the claim, it is only a guarantee to make every possible effort) as a result, the developer of the Product makes a refund to META-INF, META-INF undertakes to reimburse the amount paid by the Customer within 5 business days after the refunded amount is credited on its bank account in the same proportion as META-INF received a refund, or if only certain Products are affected by the refund, then the refund shall be the pro-rata share for those Products. The same provision shall apply in the event that the Customer receives a refund in accordance with the general terms and conditions of the developer of the given Product.

4.4.5. USAGE-BASED CHARGES

4.4.5.1. META-INF hereby informs the Customer that, in respect of certain cloud-based Products and certain features available within those Products, the Product vendor may impose additional charges determined on the basis of actual usage, in addition to the licence fee (hereinafter referred to as "Usage-Based Charges"). A subscription may include a usage allowance covered by the subscription fee and renewed at intervals determined by the vendor, irrespective of whether the subscription is billed monthly or annually. Usage-Based Charges shall be payable in respect of actual usage exceeding the included usage allowance and any additional capacity purchased in advance, in accordance with the vendor's terms then in force and its usage records.

4.4.5.2. Where the Product vendor charges Usage-Based Charges to META-INF rather than directly to the Customer, META-INF shall be entitled to automatically invoice the Customer for the amount determined by the vendor, in accordance with the pricing applicable to the relevant Product, without any separate quotation, order or further approval. For both monthly and annual licence subscriptions, Usage-Based Charges shall, as a general rule, be invoiced monthly in arrears. If, however, the vendor assesses or invoices such charges before the end of the relevant billing period, including, in particular, upon a monetary threshold specified by the vendor being reached, META-INF shall be entitled to invoice the Customer for those charges immediately.

4.4.5.3. The Customer shall be solely responsible for continuously monitoring its use of the Product, the available usage allowance and anticipated Usage-Based Charges, and for appropriately configuring and regularly reviewing organisational and billing administrator permissions, notification recipients, usage limits and settings governing usage in excess of the included allowance. The Customer shall be responsible for ensuring that it disables or restricts usage in excess of the included allowance, purchases additional capacity or switches to a different subscription plan, as appropriate. The Customer acknowledges that usage in excess of the allowance included in the monthly or annual subscription fee may be enabled by default by the vendor. Accordingly, unless the Customer expressly disables or restricts such usage through the Product's administration interface, any usage in excess of the included allowance by the Customer or its users, together with the resulting payment obligations, shall be deemed to have been authorised by the Customer, and the Customer shall pay the corresponding charges to the Product vendor or META-INF, as applicable, in accordance with the foregoing provisions.

4.4.5.4. Unless otherwise agreed in writing, META-INF shall have no obligation to continuously monitor the Customer's usage or available credits, configure usage limits or other administrator settings, or provide separate notification that the applicable usage allowance is approaching exhaustion or has been exceeded. META-INF shall not be liable for any costs or other consequences arising from the Customer's or its users' use of the Product, the Customer's settings or failure to configure them, or the vendor's metering, notification, pricing or billing systems. The Customer further acknowledges that reaching a usage limit or disabling usage in excess of the included allowance may result in temporary restrictions on the relevant functionality, for which META-INF shall likewise bear no liability.

4.4.6. Custom development

4.4.6.1. Under an Individual Order concluded by and between the Parties and subject to the conditions and payment of a fee contained therein. META-INF develops functions or applications (apps) that fit into the Atlassian system in accordance with the Customer's needs or solution that connects non-Atlassian-based systems with the Atlassian system and configures and implements them on the Customer's systems.

4.4.6.2. The content of the individual developments, the tasks to be performed within its framework, the deadlines and the fees are also included in the Individual Order.

4.4.6.3. Ownership and other related rights related to the product created within the framework of an individual development (hereinafter: **"Individual Development"**) – unless otherwise agreed between the Parties – belong to the Customer. If the parties agree that META-INF only transfers the most extensive right of use to the Customer in connection with the Individual Development, however, the ownership and all other related rights belong to META-INF, META-INF becomes eligible to sell the Individual Development to third parties. If META-INF becomes entitled to sell the Individual Development to third parties, the Customer may not claim any fees, commissions or other compensation in connection therewith

4.4.6.4. The product created during the Individual Development are handed over by META-INF in accordance with the handover-acceptance procedure described in Section 4.4.1.12-4.4.1.18 of present GTC.

4.4.6.5. META-INF warrants that the product developed under the Individual Order is its own development and does not infringe the copyrights of any third party, it is free from viruses and hidden programs that could affect its operation.

4.4.6.6. If within its activity carried out under the Individual Order META-INF carries out software development activities, for 6 months form the delivery of the product created by it, META-INF is obliged to start the correction of any errors within 72 hours. This obligation exists after the termination of the GTC or the Individual Order only if the product created on the basis of the Individual Order is able to operate independently. This provision shall not apply in the event that the GTC has been terminated with immediate effect by META-INF. If the defects in the delivered product occur because modifications and further developments were made on the product by an external third party after the delivery, then META-INF has no warranty obligation under this section.

4.4.6.7. It is the Customer's obligation to report defects which may be fulfilled by e-mail or via the JIRA application operated by META-INF.

4.4.6.8. META-INF undertakes to obtain the necessary consent of the third party(ies) as soon as possible, but no later than 30 days after the notification, if a third party has a right to a product developed under an Individual Order or will rework it within that time in such a way that the right of the third party(ies) does not restrict the use of the Product by the Customer.

4.4.7. Service Card

4.4.7.1. In addition to the general product support service as described in Section 4.5.3., META-INF provides the Customer with a separate additional service, which is the so called Service Card service, as agreed between the Parties, for a separate fee. The description of the Service Card and the conditions for using them shall be found below. If the specific terms and conditions for Service Card contains a provision contrary to these GTC, the terms of present GTC shall prevail.

Service card terms: https://www.meta-inf.hu/legal-documents-en/product-support-general-terms-and-conditions

5. Fees

5.1. The Customer is obliged to pay the fee (hereinafter: **"Fee"**) for the given Service specified in the Individual Order performed by META-NF, which is either a fixed amount or is determined on the basis of the work actually performed (time and material). The Fee will in all cases be specified in the Individual Order to include all fees and expenses of META-INF in connection with the given Service, but does not include travel and any accommodation costs, as well as costs of any visa.

5.2. In case of time actually spent to carry out the tasks META-INF is obliged to keep records of the works performed, which serves as a basis for the subsequent determination of the Fee. In the case of time actually spent, META-INF is obliged to settle accounts with the Customer on the basis of the hourly rate specified in the Individual Order. In case of working time tracking to be prepared by META-INF, META-INF is not entitled to issue its invoice until the Customer has accepted the record on time tracking. **However, if the Customer does not respond within 5 days after the receipt of the time tracking records, it shall be deemed as accepted.**

5.3. If META-INF has submitted its Offer with the Fee being calculated on a time & material basis, it shall be considered as an estimate only, the amount of the hourly rate actually invoiced may differ from this, given that when sending the Offer META-INF sets it on the information that is at its disposal and estimates the amount of work to be performed based on past experience. If META-INF foresees that the amount of work corresponding to the Customer's needs exceeds the planned working hours, it is obliged to inform the Customer of the reason for exceeding the timeframe and of the additional working hours required. Thereafter, the Customer either accepts the increase in the number of working hours with the relevant increase in fees, or the parties jointly determine the tasks that may be performed within the estimated amount of working hours, which may result in a reduction in the technical content of the ordered work. In addition, in such a case, the Customer may request that the given sub-tasks not be performed by META-INF, but in this case, it is obliged to reimburse the costs incurred by META-INF. In the case of time and material work, the concepts of overtime and ancillary work as provided by the provisions of the Civil Code cannot be interpreted and are therefore excluded by the parties.

5.4. The reason for exceeding the estimated working hours may be the additional needs arising during the performance of tasks, as well as the additional work discovered during the clarification of the specification, which META-INF is also entitled to charge according to the conditions previously agreed with the Customer. In all cases, the performance of additional work is considered as a new order, which is governed by Section 3 of present GTC.

5.5. META-INF reserves the right to increase its prices once a year if the activity to be performed under the Individual Order established in accordance with present GTC creates a permanent legal relationship between the parties, or if it provides its services on the basis of working time spent. If the Customer does not agree to this, META-INF is entitled to terminate the GTC on the day of its anniversary. **If the Customer accepts or does not make a statement within 5 working days from the receipt of the notification about the price increase of META-INF shall be deemed accepted and it shall be entitled to charge the changed Remuneration from the anniversary date of the GTC.**

5.6. In all cases, META-INF issues its invoice (hereinafter: **"Invoice"**) of Fee in the manner specified in the Individual Order and - if justified by the nature of the Service - after the Customer certifies the performance, either per subtask or per milestone fulfilled. according to the provisions of Section 4.5.1.17. and 4.5.1.18. of the GTC which is sent by e-mail or post to the contact e-mail address of the Customer indicated in the Individual Order. If META-INF intends to send an electronic invoice to the Customer, by accepting present GTC the Customer gives its consent to the application of the electronic invoice in accordance with Article 175 Section (3) Point b) of Act CXXVII of 2007 on Value Added Tax.

5.7. The Parties establish that, unless otherwise provided by the Parties, the primary authorised person to issue the certificate of performance on which the Invoice is based is the representative of the Customer with the right to sign on behalf of the Customer, furthermore the person who is designated as the contact person in the Agreement, or the person who has submitted an Individual Order to META-INF, and who is designated as the person authorised to issue the certificate of performance in the Individual Order.

5.8. The Customer is obliged to pay the amount contained in the Invoice to META-INF by the deadline specified therein, by bank transfer to the bank account indicated on the Invoice. **If the last day of the payment deadline falls on the weekend or a public holiday, the Customer is obliged to pay the Fee by the last working day before the deadline.**

5.9. If the Customer is significantly late with the payment of the Fee, i.e., the delay exceeds 5 working days, META-INF shall be entitled to terminate present GTC with immediate effect or, if possible, in relation to the given Service, limit or suspend it until the payment is made. Termination of present GTC by META-INF does not affect META-INF's claim for the Fee, the Customer is obliged to pay it even after the termination of the GTC and upon the termination of the GTC, META-INF is also entitled to enforce its possible penalty claim against the Customer in accordance with the provisions of Section 6. as well as all damages exceeding the penalty.

5.10. If the Customer is in delay with the payment of the Fee, then META-INF is entitled to late payment interest. The rate of the interest is the base rate published by the Hungarian Central Bank valid on the first day of the calendar semester affected by the delay – if the debt is to be settled in a foreign currency, the base rate set by the central bank issuing that currency, or in lack of this the financial market interest rate – increased by eight percent. The Customer's delay excludes the delay of META-INF. If the Customer fails to remedy the delay within 3 working days, the parties shall jointly agree on a new performance deadline, in which case META-INF shall commence the performance on the next working day on which the Customer has settled its debt. If the Parties do not agree on the new performance deadline within 10 days, or the Customer fails to pay the fee despite the agreement, then META-INF is entitled to terminate present GTC or the Individual Order with immediate effect, and the Parties are obliged to settle accounts with each other in accordance with Section 10.9 of present GTC.

5.11. If the Customer fails to pay the amount indicated in the Invoice issued by META-INF, the Customer shall pay a HUF amount equal to EUR 40 exchanged using the Hungarian Central Bank's exchange rate valid on the day following the payment deadline. Payment of this recovery flat fee does not affect the other legal consequences of the Customer's delay, and the Customer is also obliged to compensate META-INF for damages in excess of the recovery flat fee.

5.12. In addition to the above, in the event of late payment, the Customer may pay to META-INF (under the sole discretion of META-INF) a daily penalty of 1 percent of the Fee specified in the Individual Order after the days being in delay. The amount of the penalty may not exceed 50 percent of the Fee.

6. General terms of the penalty payment

6.1. General terms of the penalty payment obligation

6.1.1. In addition to the payment of a penalty for late or defective performance (if present GTC contains such obligation), META-INF is obliged to fulfil its obligations according to the GTC and the Individual Order.

6.1.2. The Customer is entitled to set off the penalty primarily against the Fee payable to META-INF. If it is not possible to set it off against the Fee, the Customer shall issue a certificate for the amount of the penalty to META-INF, who shall pay the penalty within 30 days.

6.1.3. If META-INF is entitled to enforce a penalty claim against the Customer under present GTC, it is entitled to issue its invoice within 5 working days after the occurrence of the penalty claim with a 15-day payment deadline.

6.2. Specific penalty payment obligations

6.2.1. If META-INF fails to perform the Service by the date or period specified in the Individual Order for a reason attributable to itself, or in case of selling a license if the Product is not handed over or made available to the Customer, the Customer is entitled to a penalty for delay.

6.2.2. META-INF shall not be liable to pay penalties for delays for which it is not responsible, in particular for delays resulting from (i) the Customer raise an objection without any ground; (ii) the Customer fails to provide the information necessary for the performance of the Service requested by META-INF after a notice made in accordance with Section 4.4.1. of present GTC. (iii) Atlassian or the developer of the Product is in delay with the performance of any of its obligations.

6.2.3. The base of the penalty is the Fee payable under an Individual Order affected by the delay. The rate of the penalty is 1 percent of the Fee payable under the Individual Order for each delayed calendar day started.

6.2.4. If the total amount of the penalty for late performance payable by META-INF reaches 20 percent of the Fee specified in the Individual Order, the Customer is entitled to withdraw from the Individual Order but is obliged to reimburse the cost incurred by META-INF less the amount of penalty. In case of license sale, the Customer may not exercise the right of withdrawal under this clause, however, in case of delay, META-INF is obliged to pay a late performance penalty in the amount of 20 percent of the Fee. In the event the Customer withdraws from or terminates the Agreement with immediate effect, META-INF shall be obliged to pay a penalty (penalty for failure) equal to 20 percent of the Fee specified in the Individual Order affected by the withdrawal or termination.

6.2.5. If the Customer terminates the Individual Order due to breaches of contract by META-INF or withdraws from it due to breach of contract by META-INF, then META-INF shall be obliged to pay a penalty (penalty for failure) equal to 20 percent of the Fee specified in the Individual Order.

7. Warranty

7.1. META-INF warrants that the Service provided under present GTC or any product developed on the basis of an Individual Order is suitable for its intended purpose and complies with the requirements set out in present GTC and in the Individual Order.

8. Limitation of liability

8.1. The Customer is liable for any damage resulting from unprofessional and incomplete information provided for META-INF.

8.2. The liability of META-INF shall be calculated in accordance with the applicable legislation, the maximum amount of which shall be the amount of the Fee payable under an Individual Order, but not more than the maximum amount payable per harmful event under META-INF's professional liability insurance bond. The Parties further agree that they exclude META-INF's liability regarding the sale of licenses. The Parties agree that if the Individual Order contained any license fee in respect of liability, it shall be deducted from the amount of the Fee specified in the Individual Order.

8.3. META-INF declares that in connection with the provision of the Service it has liability insurance up to the amount of HUF 20,000,000, the bond number of the insurance is 95595002093177800 (Generali Biztosító Zrt).

8.4. Neither party shall be liable to the other party if the breach of contract by the breaching party was caused by force majeure.

8.5. For the purposes of this Agreement, force majeure is any extraordinary event that is beyond the control of the parties that occurs after accepting present GTC and which makes it impossible or delay the fulfilment of their obligations and which the parties could not have foreseen or prevented at the time of concluding the Agreement or before that, and which cannot be traced back to the conduct or omission of the contracting parties. The following, in particular, but not limited to, shall be considered as force majeure:

- natural disasters (e.g., floods, earthquakes, storms).
- fire, explosion, mass illness (epidemic).
- government action.
- war, acts of war (whether or not there is a state of war).
- revolution, insurrection, riots, civil war, or acts of terrorism.
- general nationwide strike.
- epidemiological measures, in particular curfew restrictions, prohibitions and mandatory home office for employees ordered by any party, or any action taken by the parties in accordance with the proposals made by epidemiological experts to reduce personal contacts (suspension of tasks requiring personal presence).

8.6. It does not constitute a breach of contract if the contractual performance of the obligations is prevented or limited by force majeure.

8.7. In the event of force majeure, the party which has become aware of it shall immediately notify the other party in writing. In the event of force majeure exceeding 10 working days, the parties are obliged to settle as soon as possible on the continuation of the performance of the GTC or the Individual Order and to agree on the date of completion of the tasks and other issues deemed relevant by either party. The party that becoming aware of an event of force majeure shall be liable to the other party for any damage resulting from the failure to provide the above information.

8.8. If the parties are unable to reach an agreement within 15 working days from the start of the negotiations, then either party is entitled to withdraw from the Individual Order after the expiry of the deadline.

8.9. An Individual Order shall be terminated if its fulfilment has become impossible due to force majeure.

8.10. In the event of force majeure, the deadlines for performance specified in present GTC shall be extended by the period until the parties are unable to perform due to the event of force majeure. If the delay exceeds 10 working days, the parties are obliged to comply with Section 8.7 and 8.8. of present GTC and. in accordance with it agree on a new deadline for performance.

8.11. Following the end of a force majeure event, the party in default shall resume performance as soon as possible in order to prevent further delay.

8.12. META-INF excludes its liability to the widest extent provided by law applicable to present GTC in connection with all warranty claims, the suitability, accuracy, unsatisfactory quality of the Services for a given purpose, and the violation of the rights of third parties.

9. Breach of the Agreement

9.1. The Parties shall be mutually liable for the non-fulfilment or inadequate fulfilment of their obligations under present GTC.

10. Term of the GTC and its termination

10.1. Present GTC enters into force on the day it was published and is effective for an indefinite period. The effective term of an Individual Orders established for a specific Service contained in the Individual Order. The Parties establish that the provisions of these GTC shall apply to the legal relationship between them from the date of entry into force of the Agreement or the date specified in the Agreement.

10.2. Present Agreement and the Individual Order may be terminated:

- with the mutual consent of the parties.
- withdrawal
- with ordinary termination notice by either party.
- with extraordinary termination notice by either party.
- as a result of a breach of the confidentiality clause in Section 12. of present GTC

10.3. The Customer may withdraw from these GTC at any time before starting the Service under present GTC or the task included in the Individual Order, however, it is obliged to reimburse the costs incurred by META-INF.

10.4. Either party is entitled to terminate the Agreement or the Individual Order without providing any reason with a unilateral 30 days written termination notice sent to the other party. However, during the notice period, the parties are obliged to fulfil their obligations under present GTC, and META-INF is obliged to perform its Services according to any ongoing Individual Order, even if its termination date expires beyond the 30-day notice period.

10.5. The injured party is entitled to terminate present GTC or the Individual Order with immediate effect by sending a unilateral written notice to the other party, if the other party seriously violates its material obligation arising from present GTC or the Individual Order. In case termination with immediate effect, the Individual Order will also be terminated at the same time as the GTC, in which case the method of settlement is set out in Section 10.9. shall prevail.

10.6. The Customer is entitled to terminate the GTC or the Individual Order with immediate effect with a written statement addressed to META-INF in the following cases:

- material breach by META-INF
- if insolvency, bankruptcy, voluntary dissolution or forced termination process was initiated against META-INF

10.7. It is considered as a serious breach by META-INF especially if:

- META-INF is significant but at least 15 working days delayed in fulfilling any of its obligations and will not remedy it within 5 working days following the written request of the Customer.
- the payable penalty under present GTC reach an extent of 20 percent

10.8. META-INF is entitled to terminate present GTC or by its own choice the Individual Order with immediate effect under Section 4.3.1 and Section 5.9. of present GTC.

10.9. If present GTC or the Individual Order is terminated for any reason, the parties shall settle accounts with each other on the date of termination. The Customer is obliged to pay the costs incurred by META-INF until the date of termination, or META-INF is entitled to charge its costs to the Customer. The termination of the GTC does not affect the payment obligation imposed on the Customer under the Individual Order.

10.10. The Parties agree that the termination of the GTC for any reason means also the termination of the Contract.

10.11. The provisions of clauses 11 and 12 and 13 of present GTC shall remain in force for an indefinite period of time even in the event of termination of present GTC for any reason.

11. Confidentiality

11.1. The existence of this Agreement – except reference as described in Section 12.6. of the GTC – and any facts, information, other data, and any other information related to the operation and activities of the other party, or any fact, information, other data or collection made from the latter which is related to the software development activity and the obtaining, utilization of which or its disclosure to others would be detrimental to or would jeopardize the legitimate economic, financial, market or security interests of the parties got known by the parties during the fulfilment of the GTC or the Individual Order constitutes a business secret of the parties. In this regard, business secrets include, but are not limited to a) know-how, b) software source code, c) information about the parties' employees, subcontractors, partners, suppliers d) information regarding the Parties' financial and other business operations and transactions e) training methods of META-INF

11.2. The parties shall be bound to use and process the secrets to which they are aware in accordance with the applicable legislation and the provisions of this Agreement. The parties affirm that, in the context of their duty of confidentiality, they shall not unfairly use, disclose, transfer, make available or publish information to any unauthorized person.

11.3. The parties shall keep the contents of this Agreement confidential for an unlimited period of time and shall not disclose it to any third party without the prior written consent of the other party.

11.4. The obligation of confidentiality shall continue to apply indefinitely after the termination of this Agreement for any reason and shall remain fully effective.

11.5. An exception to this requirement is the disclosure of any of the above details by the party in order to meet its statutory obligation. The parties further undertake to inform each other promptly of any disclosure of aforementioned information to a court or authority upon a lawful request by a court or other authority acting within its jurisdiction.

11.6. Confidentiality shall not limit the right of the parties to inform their professional legal adviser and accountant of this Agreement and its contents are given that it extends the obligation of confidentiality to such persons. The parties agree that they shall be responsible for the privacy and confidentiality of their professional legal counsel and accountant as their own.

11.7. By signing this Agreement the parties furthermore confirm that they consider the provisions of Article 4 of Act LVII of 1996 on the Prohibition of Unfair Market Practices and the Restriction of Competition as binding and that they are aware of the provisions of Article 1 Subsection (1) of Act LIV of 2018 on the protection of business secrets (hereinafter as: **"Act on Secrets"**), and they are familiar with the provisions of Act CXII of 2011 on Informational Self-Determination and Freedom of Information and the Act on Secrets regarding business secrecy and sanctions applicable to its breach. The parties further declare that they are aware of the provisions regarding violation of business secrets of Act C of 2012 on the Criminal Code and the Act on Secrets.

11.8. The parties acknowledge that, in addition to other legal consequences, they shall be liable for damages in case of the breach of the confidentiality rules detailed in this section.

11.9. META-INF is obliged to enter into a confidentiality agreement with its employees and subcontractors with the same or stricter terms as included in present GTC and to present these documents to the Customer upon request.

11.10. It shall not be considered a breach of confidentiality if either party discloses the existence of a contractual relationship to a third party as a reference for the purpose of establishing another contractual relationship, with the prior written notice of the other party. META-INF is entitled to display the content elements of the Services provided to the Customer as a reference with the Customer's prior written consent.

12. Intellectual property and right of use

12.1. For the purposes of this Agreement, intellectual property is the development of copyright works and other intellectual property, as well as inventions, usage patterns and designs, working methods, training and sales materials, computer programs, procedures, patents, trademarks, all copyrighted works and know-how as well as any works subject to intellectual property laws (hereinafter referred to as "**Intellectual Property**").

12.2. META-INF warrants that no third parties have any right to any software solution that may be created during the provision of the Service that would limit or impede the exercise of Customer's legal and contractual rights. Should any third-party file a proprietary or other claim against the Customer due to the use of any intellectual property or parts of the Service, META-INF is obliged to fully and immediately indemnify the Customer or bear liability instead of the Customer.

12.3. The Customer is entitled to use the documentation prepared by META-INF and handed over to it during the provision of the Service, as well as its parts for the purposes of its own activity without restriction. However, the Customer's right of disposal does not extend to the own documents of META-INF, previously prepared for repeated use and used for the performance of the Service. The Parties shall determine the scope of these documents by mutual agreement in writing. The Customer is obliged to keep the delivered documents confidential.

12.4. Any and all rights related to Intellectual Property (**"Intellectual Property Rights"**) created directly or indirectly in connection with the Services of META-INF are without exception owned by META-INF, however the Customer shall be entitled to the use of such rights without limitation in time, geographically or materially. The Customer is only entitled to use, which means it is not entitled to utilize, resell, further develop the Intellectual Property or grant the right of use to third parties, decrypt the source code of the Intellectual Products, etc.

12.5. Pursuant to present GTC, the Fee payable to META-INF includes the full consideration of any Intellectual Property created by it, as well as the fee due to META-INF for their use, and therefore META-INF expressly waives to raise any claim for additional payments for the use of the Intellectual Property due by the Customer during and after the business relationship.

12.6. Any training materials, documentation, video recordings provided to the Customer's employees during training are the exclusive intellectual property of META-INF, in connection with which META-INF grants the participants of the training a limited right of use, i.e., the employees of the Customer who participated in the

training may use the materials, but may not make copies of them, and shall only make them available to third parties only if they are necessary for the performance of their work.

12.7. The Customer gives its consent to META-INF that META-INF may display the Customer's logo and name free of charge on its website and may include them in public presentations or refer to the Customer in its presentations in order to increase the good reputation and marketing value of the Customer thereby reducing Customer's marketing costs.

13. Protection of employees

13.1. The recruitment and training of personnel required to perform the Service constitutes an investment for META-INF to the extent that may adversely affect the current and future business and financial condition of META-INF.

13.2. With respect to the above during the existence of the contractual relationship under present GTC and for twelve (12) months after its termination the Customer is not entitled to directly or indirectly through employees, agents, subcontractors and close relatives or owners of the latter:

to recruit, apply, commission or attempt to recruit or employ, to negotiate about the establishment of an employment relationship or to use the activities in any other way of a person who was an agent or consultant or an employee of META-INF during the term of the GTC; or

to persuade anyone who has been a representative or consultant of META-INF to terminate his / her legal relationship with META-INF or a related company or to introduce such a person to another employer during the term of the GTC

13.3. The Customer acknowledges that any breach of the obligation in Section 13.2 above the Customer is obliged to indemnify META-INF in one sum, which is HUF 5,000,000 + VAT / employee.

14. Data protection

14.1. The legal ground for the processing of personal data related to this GTC is the establishment of the contractual relationship under this GTC and the conclusion of the Agreement and their fulfilment, as well as keeping contact for the implementation of the cooperation or for example in case of invoicing compliance with the legal provisions. The parties are considered to be data processors in respect of personal data relating to them and sent to the other party for a specific purpose (especially the fulfilment of this GTC, the Agreement and the Individual Order and to keep contact) and in the course of their data processing activities, other data processors are not used in accordance with the applicable data protection legislation. The parties undertake to process the personal data become known to them in respect of the other party in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter as: **"GDPR"**) and Act CXII of 2011 on information self-determination and freedom of information (**"Infoact"**) and other laws on data protection and confidentiality and neither during the existence of this Agreement nor thereafter shall they use the data for other purposes then in connection with the relationship established by this Agreement without the permission of the other party and they shall not use the data for their own use or for other third parties' purposes or make them accessible to third parties.

14.2. Additional and detailed information on the processing of data may be found in the Privacy Policy of META-INF that is available at **https://www.meta-inf.hu/legal-documents-en/privacy-policy**

14.3. Within the scope of their activity the parties are obliged to ensure the security of the data, and to take the technical and organizational measures necessary to enforce GDPR and Infoact and other laws on data and confidentiality. The parties undertake to protect the personal data provided by the other party by appropriate measures, in particular against unauthorized access, alteration, transmission, disclosure, deletion or destruction, and against accidental destruction and damage.

14.4. In the event of termination of present GTC for any reason, META-INF shall act in accordance with the following in connection with the personal data brought to its attention as data processor by the Customer as data controller in the course of using the Services. Within 10 working days after the date of termination of the GTC for any reason, the Customer shall either inform META-INF in writing in order to compile, systematize and transfer the data to the Customer on a separate data carrier and delete them permanently and irrevocably within 30 days of receipt of the notification. **If the Customer does not make a statement within 10 working days after the**

termination of the GTC, the parties shall consider that the Customer requests the irrevocable deletion of the data by META-INF, accordingly within 30 days after the expiry of the 10-working day deadline.

15. Contact

15.1. Unless expressly provided otherwise in this Agreement, formal and primary written communication between the parties shall be by e-mail communication. For the purposes of this Agreement, any communication by facsimile shall not be deemed to be written communication. The names and contact details of the persons designated by the parties for contacting shall be recorded in the Individual Order.

META-INF informs the Customer that all e-mail messages must be sent simultaneously to both e-mail addresses specified in the Individual Order (in particular to the e-mail address of info@meta-inf.hu). If the message is only sent to one of the e-mail addresses, in that case the message will not be considered as delivered for the purposes of this Agreement, and the consequences of delivery shall not be applied to such message.

15.2. The notification shall be deemed to have been delivered

- by handover in case of personal service.
- two days after sending in the case of e-mail.
- two days after dispatch in the case of mail with a registered return receipt,
- if a notice is delivered on business days beyond 9:30 a.m. to 3:30 p.m. Central European Time, the notice shall be deemed to have been delivered on the next business day.

15.3. The parties are obliged to notify each other in writing immediately of any changes in their contact details. The defaulting party shall be liable for damages resulting from failure to notify.

15.4. Present GTC and the Individual Order may be amended only in writing, but for this purpose e-mail communication does not meet the requirement of writing.

16. Anti-corruption clauses

16.1. The Parties warrant that in connection with these GTC: (i) no funds have been or will be used to finance illegal contributions, gifts, representation or other expenses related to political activities; (ii) have not made and will not make any unlawful payments, whether direct or indirect, to any foreign or domestic government official or government employee.

16.2. With respect to all activities covered by present GTC, neither party, nor any of their subsidiaries, or their directors, employees or agents, will, directly or indirectly, pay, offer or promise any payment in cash or anything of value, or permit such payment to

(i) any government official, or to any person at the request or with the consent of a government official, while knowing or having suspicion to believe that the purpose is (a) influencing its decision, including failure to perform an official function, in order to assist either party or any other person in acquiring or retaining a business or directing a business to a third party; (b) obtaining an unlawful advantage; (c) persuading such government official(s) to use its/their influence to influence any act or decision of a government agency in order to assist either party or any other person in acquiring or maintaining a business or directing a business to a third party; or (d) to provide unlawful personal gain or benefit, whether in cash or in kind, to such government official(s); or

(ii) to any person, whether a government official or not, in order to induce that person to perform a function or activity improperly in order to reward that person for such improper performance or while knowing or having a suspicion to assume that acceptance by that person would constitute a defective performance.

16.3. For the purposes of present GTC, “government official” means any natural person who (i) holds an office or employed in a government office, government-controlled company or political party, or is a person nominated for a political office, (ii) performs any legislative, administrative or judicial function (whether appointed or elected in a country or territory; or in any part of a country or territory; (iii) holds a royal family, official, protocol or other position in the government or any of its offices (iv) is an official or employee of a supranational organization (eg the World Bank, the United Nations, the International Monetary Fund, the Organization for Economic Co-operation and Development).

16.4. In the course of performance of their obligations under present GTC, neither Party or their managers, employees, agents and other representatives acting on their behalf may engage in any activity that would violate any anti-corruption regulations or administrative provisions in force applicable for either party or any such laws or regulations that would cause a violation by the other party.

16.5. The Parties undertake to notify the other Party immediately in writing of any possible conflicts of interest when making an offer, accepting present GTC or concluding an Individual Order, or at any time in the future. A conflict of interest shall be deemed to exist where there is a direct or indirect financial, social or family relationship between one of the parties, one of its representatives, any direct or indirect shareholder / member and / or partner of the party, and the other party or its representative, or between any family member or friend of a representative of the other party.

17. Miscellaneous provisions

17.1. The fact that any provision of the present GTC or the Individual Order is deemed invalid or is likely to become invalid in the future does not affect their validity as a whole. The remaining parts shall be construed and enforced without regard to partial invalidity. In such a case, the parties shall enter into negotiations in good faith in order to replace the provision with a provision closest to the economic concept of both parties. The same procedure must be followed in the event present GTC or the Individual Order does not regulate an issue.

17.2. Present GTC and its attachments constitute the entire agreement of the parties on the subject matter of present Agreement and it supersedes any former representation, conciliation agreements etc. regarding the subject of present Agreement.

17.3. The Customer is not entitled to assign or otherwise transfer its rights or obligations under this Agreement or the Individual Order without the prior written consent of META-INF.

17.4. META-INF reserves the right to supplement or amend present GTC for the purpose of developing, improving or adapting its Service to the relevant legislation or for any other purpose. META-INF informs the Participant about the modification before it enters into force. If the modification is detrimental to the Participant, the Participant is entitled to terminate the GTC, no later than within five working days from the notification. The termination shall take effect on the date on which the amendments enter into force. If the Participant participates in the training after the above deadline, META-INF shall interpret it as acceptance of the amendment. Amendments are never retroactive.

17.5. If META-INF does not exercise or only partially exercises any of its rights under this Agreement, it does not mean that it has waived the exercising of such right.

17.6. Other than the provisions identified in bold, these General Terms and Conditions contain no term that materially deviates from applicable law or customary contractual practice, or that differs from any term previously applied between the Customer and META-INF. META-INF specifically draws the Customer’s attention to the deviating provisions highlighted in bold, and the Customer represents that it has reviewed and understood those provisions, has received separate notice thereof, and expressly accepts them.

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17.7. In the event of their disputes arising from this GTC, the Agreement or the Individual Order, the parties shall try to resolve the problems arising primarily by negotiation. If no agreement is reached within a reasonable time to resolve the dispute arising from this Agreement, the parties set out the jurisdiction of the courts of Hungary and agree to resolve any disputes arising out of, or in connection with the breach, termination, validity or interpretation of this Agreement, depending on the value of the dispute before the court having competence specified by Act CXXX of 2016 on Civil Litigation Procedures.

17.8. For matters not regulated in present GTC or the Individual Order the provisions of the Hungarian laws especially the Civil Code and other relevant legislation shall prevail.

17.9. META-INF informs the Customer that in case of a linguistic interpretation (translation) dispute, the provisions of the Hungarian language general terms and conditions shall prevail in all cases which is available on https://www.meta-inf.hu/legal-documents/altalanos-szerzodesi-feltetelek , because this GTC is not an official translation of the Hungarian language general terms and conditions.

Annex no. 1: Framework Agreement

this framework agreement (hereinafter referred to as the **"Framework Agreement"**) is concluded between

(A) **META-INF Szolgáltató Korlátolt Felelősségű Társaság** (registered office: 1117 Budapest, Irinyi József u. 4-20., Science Park, B épület 6. Emelet, company registration number: 01-09-170431, tax number: 13024583-2-43, represented by: [_____] managing director on his own behalf) as service provider (hereinafter referred to as **"META-INF"**)

on the other hand

(B) [_____] (registered office: [_____], postal address: [_____], company registration number: [_____], tax number: [_____], represented by [_____] [position]) as the customer (hereinafter referred to as the **"Customer"**)

(META-INF and the Customer hereinafter referred to separately as **"Party"** collectively as **"Parties"**) on the following terms and conditions:

1. DEFINITION OF THE SUBJECT MATTER OF THE FRAMEWORK AGREEMENT, SERVICES AND CONSIDERATION

1.1 By signing this Framework Agreement, META-INF provides to the Customer the services set out in the General Terms and Conditions of META-INF (hereinafter referred to as **"GTC"**), which are attached as Annex 1 to this Framework Agreement.

1.2 Under this Framework Agreement, the Customer undertakes to pay the consideration set out in the Individual Order as defined in Section 3 of the General Terms and Conditions.

1.3 The service provided to the Customer under this Framework Agreement is subject to the provisions of the general terms and conditions of META-INF, with the exceptions set out in Section 4 of this Framework Agreement and in the Individual Order established under the GTC. By signing this Framework Agreement, the Customer declares that it has read and understood the provisions of the GTC and confirms that it accepts to be bound by the provisions of the GTC.

1.4 The Customer further acknowledges and confirms that META-INF has specifically drawn its attention to those provisions of the General Terms and Conditions applicable to the Framework Agreement which materially deviate from applicable law or customary contractual practice and which are identified in italics in the General Terms and Conditions. The Customer hereby expressly accepts those provisions.

2. DEVIATION FROM GENERAL TERMS AND CONDITIONS, OTHER AGREEMENTS

2.1 Under this Framework Agreement, the Parties agree not to deviate from the General Terms and Conditions of META-INF.

OR

The Parties agree to deviate from the General Terms and Conditions of META-INF in relation to the Service as follows:

- [_____]
- [_____]
- [_____]

3. NOTICES

3.1. The Parties designate the following persons as contact persons pursuant to Section 15.1 of the GTC

3.1.1.1. On behalf of META-INF

Name: [_____]

Telephone number: [_____]

E-mail address: [_____] and info@meta-inf.hu

3.1.2. On behalf of the Customer (entitled to submit and sign the Individual Ordering Party under the Framework Contract pursuant to clause 3.9 of the GTC and to sign the certificate of performance pursuant to clause 5.7 of the GTC):

Name: [_____]

Telephone number: [_____]

E-mail address: [_____]

The Parties establish that the person authorised to make a legal declaration in connection with the Framework Contract is the person authorised to sign on behalf of the Customer.

4. MISCELLANEOUS PROVISIONS

4.1. This Framework Agreement shall enter into force on the date of signature by all Parties, on the date on which the last Party signed it, provided that the Parties shall be bound by the provisions of this Framework Agreement from ___th _____ 202_. __.

4.2. Should any provision of this Framework Agreement be or become invalid, the Framework Agreement as a whole shall not be affected. The invalid part shall be replaced by a new agreement between the Parties or by the legal provision which is closest in content to the contractual objectives.

4.3 Amendments and additions to the Framework Agreement may only be made in writing, signed by the Parties.

4.4 The Customer shall not be entitled to assign or otherwise transfer any of its rights or obligations under this Framework Agreement without the prior written consent of META-INF.

4.5. In matters not governed by this Framework Agreement, the provisions of the General Terms and Conditions applicable to the Services and the provisions of Hungarian law, in particular Act V of 2013 on the Civil Code and other relevant sector-specific legislation, shall prevail.

ATTACHMENTS:

1. Current version of the General Terms and Conditions of META-INF
2. Individual Order [in accordance with the offer of META-INF with no. XXXX]

Budapest, [date] / as per electronic signature

_____	_____
[_____]	**[_____]**
managing director	[position]
on behalf of	on behalf of
META-INF Kft.	**[_____]**

Annex no. 2: Individual Order

Parties are obliged to execute present Individual Order enclosed to present GTC as Annex no. 2. which may be duly signed by the parties (see Section 3.5. of the GTC)

Individual Order (specimen)

Individual Order

This specific agreement (hereinafter referred to as the **"Individual Order"**) is concluded by and between

[Name of the Customer] (registered seat: [_____-], company registration number: [_____]; tax number: [_____]; represented by: [_____]) as customer (hereinafter referred to as the **"Customer"**),

and

META-INF Szolgáltató Korlátolt Felelősségű Társaság (registered seat: 1117 Budapest, Irinyi József u. 4-20., Science Park, B épület 6. Emelet; company registration number: 01-09-170431; tax number: 13024583-2-41; represented by: Attila Gáspár or Tibor Hegyi managing director individually) as service provider (hereinafter as: **"META-INF"**),

(hereinafter referred to separately as the **"Party"** and together as the **"Parties"**) as follows

1. This agreement (hereinafter referred to as **"Agreement"**) was concluded between the parties on [_____] / on the date of signing this Individual Order. Under present Individual Order, the Customer orders and META-INF undertakes to perform the tasks detailed below as follows.

Project name: [_____]

Tasks to be performed: [_____]

Completion date: [_____]

Estimated working hours: [_____]

Estimated Fee: [_____]

Payment terms:

- [in accordance with the conditions set out in offer no. XXXX]
- Payment deadline: within 15 days from issuing the invoice

The person authorised to sign the certificate of performance in relation to this Individual Order (in addition to the person authorised to sign on behalf of the Customer):.

Name:

Phone:

E-mail:

2. Other additional or specific provisions not governed by the Agreement:

3. This Individual Order is established to perform the task set forth in Section 1 above.

4. In matters not regulated in present Individual Order, the provisions of the Agreement and the relevant Hungarian legislation, as well as the provisions of the Offer attached to this Individual Order shall prevail.

5. Attachments:

5.1. offer of META-INF with no. XXXX

The Parties have signed this Individual Order, after reading and common interpretation as agreed and being fully in accordance with their will.

Budapest, [date] / as per electronic signature

[_____],	**META-INF Szolgáltató Korlátolt Felelősségű Társaság as Contractor**
as Customer	
Signature:_____	Signature:_____
Name:	Name:
Position:	Position:

Annex no. 3: Availability of technical recommendations of Atlassian

Purpose of present annex

The infrastructure required to run Atlassian products and related apps must in all cases comply with Atlassian's technical recommendations. These technical proposals are given as an example in this Annex. Please note that in addition to the sites listed in this Appendix, many other pages may contain additional specifications, so please fully verify that the system on which you intend to run the Atlassian product or related app is compliant with the developer's requirements before installing the system. We would like to draw your attention to the fact that if the infrastructure is not suitable, there is a possibility that the system you want to run, and the app associated with it will not be suitable for achieving the desired goal.

Once again, we would like to emphasize that the Customer is obliged to ensure that the infrastructure required to run the Atlassian system and related applications always complies with Atlassian's technical recommendations (including, but not limited to memory, network, adequate hard drive speed, etc.). in connection with which or due to the deficiencies of which META-INF shall not be liable in case of possible inoperability or malfunction.

The technical recommendations are only valid if choosing Server or Data Center deployment, while for Cloud deployment Atlassian undertakes to ensure the proper operation of the products, information on which is available on the following pages:

https://www.atlassian.com/migration/assess/compare-cloud-data-center

https://www.atlassian.com/trust/reliability/cloud-architecture-and-operational-practices

Technical recommendations of Atlassian

Jira Server

Installation requirements:

https://confluence.atlassian.com/adminjiraserver/jira-applications-installation-requirements-938846826.html

Jira sizing guide:

https://support.atlassian.com/jira/kb/jira-server-sizing-guide/

Virtual environment:

https://support.atlassian.com/jira/kb/run-jira-server-in-a-virtualized-environment/

Memory limit settings:

https://confluence.atlassian.com/jirakb/startup-check-increasing-jira-application-memory-limits-939939840.html

Storage scaling:

https://support.atlassian.com/jira/kb/jira-health-check-fix-low-disk-space-local-home/

Performance issue troubleshooting:

https://confluence.atlassian.com/jirakb/troubleshoot-performance-issues-in-jira-server-336169888.html

Creating a supported environment:

https://confluence.atlassian.com/adminjiraserver/supported-platforms-938846830.html

Jira Data Center

Installation requirements:

https://confluence.atlassian.com/adminjiraserver/installing-jira-data-center-938846870.html

Sizing guide:

https://confluence.atlassian.com/enterprise/jira-data-center-size-profiles-955171062.html

Production deployment:

https://confluence.atlassian.com/enterprise/3-2-plan-production-deployment-461504590.html

Data Center on AWS:

https://confluence.atlassian.com/enterprise/infrastructure-recommendations-for-enterprise-jira-instances-on-aws-969532459.html

Monitoring strategy:

https://confluence.atlassian.com/enterprise/getting-started-with-data-center-monitoring-946040846.html

https://confluence.atlassian.com/enterprise/jira-data-center-sample-deployment-and-monitoring-strategy-953148860.html

Jira DC lab test results:

https://confluence.atlassian.com/enterprise/jira-data-center-performance-608960753.html

Confluence Server

System requirements:

https://confluence.atlassian.com/doc/system-requirements-126517514.html

Hardware requirements:

https://confluence.atlassian.com/doc/server-hardware-requirements-guide-30736403.html

Installation requirements:

https://confluence.atlassian.com/doc/confluence-installation-guide-135681.html

Increase performance:

https://confluence.atlassian.com/doc/performance-tuning-130289.html

Memory settings:

https://confluence.atlassian.com/doc/memory-usage-and-requirements-130882.html

Virtual environment:

https://confluence.atlassian.com/doc/running-confluence-in-a-virtualized-environment-200709958.html

Creating a supported environment:

https://confluence.atlassian.com/doc/supported-platforms-207488198.html

Confluence Data Center

Installation requirements:

https://confluence.atlassian.com/doc/installing-confluence-data-center-203603.html

Data Center Load profiles:

https://confluence.atlassian.com/enterprise/confluence-data-center-load-profiles-946603546.html

Data Center lab test results:

https://confluence.atlassian.com/doc/confluence-data-center-performance-790795852.html

Monitoring strategy:

https://confluence.atlassian.com/enterprise/getting-started-with-data-center-monitoring-946040846.html

https://confluence.atlassian.com/enterprise/confluence-data-center-sample-deployment-and-monitoring-strategy-951386345.html

Clustering:

https://confluence.atlassian.com/doc/clustering-with-confluence-data-center-790795847.html

Data Center on AWS:

https://confluence.atlassian.com/enterprise/infrastructure-recommendations-for-enterprise-confluence-instances-on-aws-965544795.html

Data Center on Azure:

https://confluence.atlassian.com/doc/getting-started-with-confluence-data-center-on-azure-937176452.html

About other Atlassian products

Bitbucket system requirements: https://confluence.atlassian.com/bitbucketserver/supported-platforms-776640981.html#:~:text=You'll%20need%20at%20least,the%20number%20of%20active%20users.

Bamboo system requirements: https://confluence.atlassian.com/bamboo/bamboo-best-practice-system-requirements-388401170.html

Crowd system requirements: **https://confluence.atlassian.com/crowd0212/supported-platforms-935372526.html**

Technical recommendations of Marketplace app developers

Some Marketplace apps can significantly increase the overall hardware requirements of your system. A link to the documentation for each add-on is available from the given app's own Marketplace page.

Atlassian Marketplace: **https://marketplace.atlassian.com/**

For example:

A link to the product documentation is available from the Support page of the Big Picture app **https://marketplace.atlassian.com/apps/1212259/bigpicture-ppm-strategic-portfolio-management-for-jira**

The special system requirements of the app are listed in the documentation: **https://appfire.atlassian.net/wiki/spaces/DLP/pages/297831345/BigPicture+Sizing+Guide**

Other sources

Once again, please note that the list in this annex is indicative and not intended to be full-scale. In addition to a detailed overview of the documents related to each product, we recommend searching the Atlassian Community forums, where, thanks to community activation, there are numerous additional individual case solutions to supplement official documentation, as well as other Internet search engines.

Atlassian Community Forum: **https://community.atlassian.com/**

In case of questions or problems, META-INF Kft. is at the service of the Customer, however, the development of the appropriate hardware infrastructure is always the responsibility of the Customer, and META-INF Kft. cannot provide assistance in this regard.

Annex no 4: Certificate of acceptance

The certificate of acceptance for certifying the performance of a given task is handed over by the Customer to META-INF (see Section 4.5.1.15. of the GTC)

Certificate of acceptance (specimen)

by and between

.... (registered office: ..... company registration number: ....., tax number: ...., represents: .....) as customer (hereinafter as the **Customer**),

and

META-INF Kft. (registered office: 1117 Budapest, Irinyi József utca 4-20. B. ép. 6. em., Hungary; company registration number: 01-09 170431; tax number: 13024583-2-43) as contractor (hereinafter as the **Contractor**)

(separately **Party**, together as **Parties**)

Subject of performance:

Performance result:

The Customer certifies that the Contractor has performed the project / service in accordance with the contract and the relevant regulations.

The Customer accepts the performance, based on which the Contractor is entitled to invoice the contractor fee of ..... + VAT according to the above item of the purchase order.

[place], [date]

…….

Customer representative