General Terms of Agreement for VCC Live Services

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Content

1. The Subject Matter of the Contract, General Data

(1) **VCC Live Germany GmbH** (registered office: Gontardstraße 11, 10178 Berlin, company registration number: HRB 190017 B, tax number: DE277993151), hereinafter Service Provider, provides to its clients the right to use and access the software necessary for using the cloud based contact center service called VCC Live along with product support (hereinafter the **VCC Live Service**).

(2) VCC Live is a hosted technology-based solution that provides professional contact center background for any company or institution engaged in call or contact center activities regardless of size.

(3) The Service Provider provides telecommunications services in connection with the VCC Live service, should the Subscriber so require.

(4) The contents of the service packages available to the Subscriber and the fees associated with each of those service packages are provided for in Annex 1 to these GTA.

(5) The Subscriber hereby confirms that it has ascertained, based on the specifications and documentation (hereinafter "Documentation") made available by the Service Provider online, that the VCC Live Service is suitable for its needs and expectations and that it has understood and agreed the System Requirements necessary for the use of the VCC Live Service. The Service Provider reserves the right to expand or improve his service to the extent that is necessary to adapt to the current technical circumstances, in particular to ensure the security and stability of the service provided or to meet changed legal requirements.

2. Definitions

For the purposes of this Contract:

Service Provider: the business association developing and providing the VCC Live Service.

Subscriber: the business or institution using the VCC Live Service.

Party: the Service Provider and the Subscriber, separately, unless provided otherwise.

Parties: the Service Provider and the Subscriber, collectively, unless provided otherwise.

VCC Live Service: the entirety of the cloud-based professional contact center services defined in Annex 1 hereto, provided by the Service Provider to the Subscriber.

Subscription Contract (hereinafter: "Contract"): consists of the Individual Subscription Contract between the Service Provider and the Subscriber for the provision of VCC Live Services as well as its Annexes and these General Terms and Conditions.

End User License Agreement ("EULA"): the contract to be signed by the End User upon installation of the user interface.

Telecommunications Service: the telecommunications (VoIP) service provided by the Service Provider to the Subscriber.

End User: the End User is a natural person for whom Subscriber provides access to the VCC Live Service through the User Interface.

Admin User: the End User who is responsible for operating the VCC Live Service and has extended (e.g. administrator or supervisor) privileges for such purpose.

Agent User: the End User who uses the VCC Live Service for the purpose of communicating with the Subscriber's clients.

User Data: the End User data (such as name, phone number, email address) entered by the Admin Users through the VCC Live Desk interface, primarily for identification purposes as well as for the Service Provider to be able to send technical, operational and development information associated with the Service to the End User.

Client Data: the (imported, captured, stored, modified) data associated with the VCC Live Service processed pursuant to this Contract by the Service Provider, as data processor, on behalf of the Subscriber, as data controller, such as personal data, files, sound recordings.

Number of Workstations: the number of End Users concurrently logged into the VCC Live Desk software.

Subscriber Account: the resources and databases made available to the Subscriber pursuant to the Subscriber Contract and only accessible by the End Users for the management of Client Data.

User Interface: User Interface means pieces of client software developed for the purpose of using the VCC Live Service (which may be installed on a desktop PC or a mobile device).

Central System: the resources (network equipment, physical and/or virtualized servers) operated by the Service Provider in professional hosting locations in order to provide the VCC Live Service as well as the entirety of software, applications, data storage and data protection solutions running on those resources and implementing a business logic.

Software: all software solutions developed and used by the Service Provider in order to provide the VCC Live Service, including the software implementing the User Interface and the Central System.

Access Data: all unique identifiers (such as user name and password) allocated by the Subscriber to the End Users and necessary for the use of the VCC Live Service.

3. Contract

3.1 Execution, Term, Effect and Duration

(1) The Contract is made between the Parties in writing.

(2) The Service Provider collects the data necessary for contracting from the Subscriber electronically.

(3) The Service Provider shall mail 2 (two) originals of the Individual Subscriber Contract signed on each page by the Service Provider's representative to the Subscriber or – at the Subscriber's request – shall send a (printed, signed, colored and legible) scanned copy of an original to the Subscriber electronically.

(4) The Subscriber shall return by mail to the Service Provider's postal address 1 (one) original of the Individual Subscriber Contract received from the Service Provider by mail once it is duly signed off by the Subscriber's representative. Where the contract is received electronically, a scanned copy of the printed, signed, colored and legible Individual Subscriber Contract shall be returned to the legal@vcc.live email address.

(5) This Contract shall enter into force on the day it is executed by both Parties and shall be valid for an indefinite period.

(6) The Service Provider shall provide the Subscriber with access to the Service within 5 (five) business days of receipt of the Contract signed by the Subscriber and the amount of the first proforma invoice in the case of a prepaid arrangement or receipt of the amount of the security deposit (guarantee) in the case of a postpaid arrangement. The Parties shall agree about the commencement of the VCC Live Service in the Individual Subscriber Contract.

3.2 Amendments to the Contract

(1) The Service Provider retains the right to unilaterally amend this Contract. The Service Provider may modify this Contract in a manner that is disadvantageous for the Subscriber:
   a. if the modification is required by a change of legislation, new regulations taking effect or a regulatory decision;
   b. if the modification is required by a material change in the circumstances of the service; and
   c. if the technical terms and conditions of Service provision change;
   d. upon a change of the scope of the Service, including in particular the introduction of new service packages or the amendment or termination of existing ones.

(2) The Service Provider shall notify Admin Users by email and/or through the internal communications function of the VCC Live Service at least thirty (30) days in advance about any modifications and at least one (1) business day before any modifications introduced exclusively to the Subscriber's benefit.

(3) In the event the Subscriber rejects the modifications, the Subscriber may terminate the Contract by giving fifteen (15) days' notice.

3.3 Termination of the Contract

(1) The Contract terminates under the following circumstances
  a) The Subscriber or the Service Provider giving extraordinary notice of termination - with an immediate effect, in case of serious breach;
  b) The Subscriber or the Service Provider giving ordinary notice of termination, in accordance with 3.3 (2) below;
  c) Mutual agreement between the Subscriber and the Service Provider;

(2) Either Party may terminate the Contract in writing with 30 days' notice.

(3) In case of prepaid payment method if the Subscriber's balance is not settled within 8 days of the limititation as set out in section 5.1.3 of this GTA, the Service Provider is entitled to terminate the Contract with 8 days notice.

(4) In case of postpaid payment method, if the Subscriber does not settle the charges within 90 days of the Service Provider's notice, the Service Provider shall be entitled to terminate the Subscription Contract with 15 days' notice.

(5) The Subscriber may terminate the Contract with immediate effect by giving extraordinary notice of termination to the Service Provider in writing, provided that the Service Provider seriously breaches any of its obligations hereunder.

(6) In the event that the Subscriber seriously breaches its obligations hereunder, the Service Provider may terminate the Contract with immediate effect or limit the Service as long as the Subscriber stops the breaching conduct.

(7) Serious breach of contract by the Subscriber shall include, in particular
  a) if the Subscriber hinders or jeopardizes the proper functioning of the Service Provider's network and fails to stop the breach within 3 days of the Service Provider's request to that effect specifying the legal consequences,
  b) if, despite a notification specifying the legal consequences, the Subscriber fails to allow the Service Provider to conduct the on-site inspection required for the investigation and elimination of the error reported or detected by the Service Provider,
  c) if the Subscriber uses the Service in illegal ways or for illegal purposes,
  d) if the Subscriber re-sells the Service to a third party without the Service Provider's consent or does not use the Service Provider's network as intended.

(8) After the termination of the Subscription Contract for any reason, Service Provider erases all the data uploaded, captured or created by the Subscriber (such as settings, client data, voice files, statistics) during its use of VCC Live Service as follows:

a) after any kind of termination of the Contract, Subscriber has 30 (thirty) days to download any data it manages. Subscriber hereby acknowledges, that after the expiry of the 30 (thirty) day period, Service Provider is not obliged to provide access for Subscriber to data or to provide possibility to download data. After the termination of the Contract, Service Provider provides a special Admin User right - at the Subscriber's request - to download the personal data if necessary.

b) Subscriber is obliged to notify in writing the Service Provider until the last day of the 30 day period that the erasure process by Service Provider can be started

c) The Service Provider shall erase data without the option to restore it within 30 (thirty) days from receiving the above notification from Subscriber, or if the Subscriber misses to send such notification as sated in subsection 3.3 (8) b), within 60 days after the termination of the Contract with the exception of the data that is required to be stored for a period by EU or Member State legislation.

(9) The provisions of paragraph (8) do not relate to the data which is collected for the legitimate interests of the Service Provider - which do not affect Client Data - , in particular data which is collected in connection with the detection of security abuses and the obligation to prove the fulfillment of the contract which may be stored by the Service Provider for the purposes and for the time as specified in its Privacy Policy.

(10) The Party prevented from performing this Contract shall inform the other Party in writing about such preventive circumstances without undue delay.

(11) In case of prepaid payment method, should this Contract terminate, the Service Provider shall settle accounts with the Subscriber in respect of any outstanding balances.

(12) Upon termination of the Contract for any reason, the Subscriber shall pay the incurred fees until the termination of the VCC Live Services.

4. Rights and Obligations of the Parties

4.1 Scopes of Control

(1) The Service Provider's scope of control shall extend to the following:
- VCC Live central system
- VCC Live Desk Software (e.g. agent and supervisor interface)
- Delivering the VCC Live Service in compliance with the quality target values accepted in this Contract
- the voice service supplied by the Service Provider with the Service
- The (agent and administrator) interfaces of the User Interface the Service Provider makes available to the Subscriber for using the Service (with mobile devices or desktop computers)
- Software suitable for downloading the sound files recorded by the Service Provider (VCC Live Archiver)
- Public APIs provided by the Service Provider for connecting applications
- Data stored by the Service Provider

(2) The Service Provider's scope of control shall not extend, in particular, to the following:
- quality and bandwidth of public Internet
- quality impairment or defect due to overload (e.g. network, software) caused by other systems
- Telecommunications network
- Force Majeure

(3) The Subscriber's scope of control shall extend, in particular, to the following:
- Purchasing and operating Subscriber side work stations, peripheries, quality headsets, operating system and software programs compatible with the services provided by the Service Provider
- Ensuring the virus and malware free operation of workstations and protection against unauthorized access (such as firewalls, anti-virus software)
- Securing and protecting the local network
- The quality and speed of appropriate internet connection up to the Service Provider's central system
- Protecting and regularly modifying access passwords
- Developing levels of privileges, allocating and withdrawing rights

- Proper use of User Interfaces
- Compliant management of Client Data
- Telecommunications services used through other telecom service providers (e.g. SIP trunk)

The above scopes of control mean the Parties' contractual performance or the demarcation points necessary for establishing the Parties' liability for any breach of contract.

4.2 The Subscriber's Rights and Obligations

(1) The Subscriber's rights and obligations during the use of the VCC Live Service are set forth in this Contract and the Individual Subscription Contract. The Subscriber recognizes and understands that it may exercise the rights granted to the Subscriber in this Contract and the Subscription Contract exclusively for the purpose of using the VCC Live Service.

(2) During the term of the Subscription Contract, the Subscriber may use the VCC Live Service and provide access to End Users by furnishing them with Access Data.

(3) Prior to concluding the Subscription Contract, the Subscriber shall obtain confirmation about whether or not he is eligible for using the VCC Live Service in the country of use.

(4) The Subscriber is responsible for using the User Interface and the VCC Live Service as intended. In the interest of the VCC Live Service, the Subscriber shall ensure that End Users are trained.

(5) The Subscriber recognizes and understands that it is in the Subscriber's own interest to ensure the availability of an internet connection of appropriate quality and band width and a local network, if necessary, and to procure and operate the workstations, mobile devices, peripheries (especially quality headsets), operating system and software that End Users need to use the VCC Live Service. The minimum requirements of using the VCC Live Service and the User Interface can be viewed at https://vcc.live/download.

(6) The Subscriber is responsible for managing the End User Access Data confidentially and for all activities involving End User Access Data. To ensure

higher level protection for Client Data, the Subscriber is responsible for applying IP address based screening, two-factor authentication, regular password modifications and stricter than default password policy.

(7) The Subscriber is responsible for ensuring that the End Users only use named Access Data and that one access is only used by a single End User.

(8) The Subscriber is responsible for payment of the fees specified in the Subscription Contract as they fall due.

(9) The Subscriber grants prior and irrevocable consent to the Service Provider transferring all of its rights and obligations associated with the provision of the VCC Live Service to one of its subsidiaries or affiliated undertakings.

(10) The Subscriber grants permission to the Service Provider to access the Subscriber Account in order to prevent or fix errors or to give advice. The Service Provider logs each access of this nature and makes such log available to the Subscriber upon Subscriber's request.

(11) It is the Subscriber's sole responsibility to delete or render anonymous Client Data, including in particular recorded sound files within the minimum and/or the maximum time defined by legislation.

(12) The Subscriber may re-invoice the VCC Live Service only in the case of involving one or more independent partners into the management of Subscriber's own Client Data (outsourcing). The Subscriber is liable for the activities of the independent partners it uses as if they were performed by the Subscriber itself and shall inform the independent partners of and obligate them to the obligations laid out in this Contract. Reselling the VCC Live Service in any manner not specifically permitted in this paragraph or upon other agreement with Service Provider shall be deemed to constitute a serious breach of contract and may result in, among others, civil liability and criminal prosecution.

(13) The Subscriber is responsible for at least a single Admin User set up for notification and identification purposes.

4.3 The Service Provider's Rights and Obligations

(1) The Service Provider ensures for the Subscriber the operation of the VCC Live Service, including the operation of the Central System, the provision of User Interfaces, the sound file downloader and public interfaces (API), in line with the quality target values defined in Annex 4 to this Contract.

(2) The Service Provider provides to the Subscriber a User Interface with access restricted to End Users holding a user name and password provided to them by the Subscriber.

(3) The Service Provider is entitled to use subcontractors (fulfillment partners) and shall be responsible for subcontractor performances exactly as if they were its own. No one other than the Service Provider may give instructions to such subcontractors.

(4) The Service Provider may use third party services in the interest of ensuring the provision of the VCC Live Service. Annex 6 to this Contract contains the list of service providers that also manage the Subscriber's data along with a list of services provided.

(5) Should the Subscriber breach this Contract, the Service Provider may restrict the VCC Live Service with 3 days' notice and call upon the Subscriber to stop the infringement.

4.4 Disclaimer, Limitation of Liability

(1) The Service Provider shall not be liable for losses incurred outside its scope of control or resulting from errors leading to the restriction of the VCC Live Service outside its scope of control.

(2) The Service Provider shall not be liable for losses incurred by the Subscriber due to default not within the Service Provider's scope of control.

(3) The Service Provider shall not be liable for notifications failed due to incorrect User Data and the identification referred to in Section 6.1 paragraph (3).

(4) The Service Provider shall not be liable for downtime or losses resulting from malicious attacks and malware launched by third parties, in particular but not exclusively DDOS attacks.

(5) The Service Provider shall not be liable for losses arising from the inappropriate use of the VCC Live Service.

(6) The Service Provider shall not be liable for losses arising from errors or deficiencies occurring in the telecommunications network of a third party.

(7) The Service Provider shall not be liable for reimbursing the expenses and lost profit associated with purchasing, renting, introducing or operating a service or device that replaces the VCC Live Service due to the termination of the Contract, the restriction or loss of the VCC Live Service or any other reason.

(8) The Service Provider shall not be liable for any losses arising from the Subscriber's inappropriate arrangement of the levels of privileges or the inappropriate protection or management of Access Data.

(9) The Service Provider accepts no liability for damages or loss of profit resulting from any unforeseeable loss or damage to the data and audio files, in part or in full, due to unforeseeable events beyond the Service Provider's control or not attributable to the Service Provider (force majeure).

5. Fees and Invoicing

(1) Prior to the execution of the Contract, the Subscriber can choose whether he wishes to pay the service fee prior to using the service (hereinafter "Prepaid") or after using the service (hereinafter "Postpaid"), based on a monthly statement. The Subscriber's choice is agreed by the Parties in the Individual Subscription Contract. Remuneration also includes those services (mediated services) that the Service Provider resells unchanged to the Subscriber. In this case, the Service Provider indicates on the invoice issued to the Subscriber that it contains mediated services.

(2) Any payment may be deferred by the Subscriber, if the services covered by an invoice or request for payment are contested or if the supporting documentation (if needed) is incomplete. In the event of such deferral, the payment period shall start of the day the contested issues have been settled between the parties.

5.1. Prepaid arrangement

5.1.1. Payment of the fee

(1) The Subscriber pays the Fee due for the services to be used by him by bank transfer to the Service Provider's bank account prior to using the Service. The Service Provider credits and records the amount paid by the Subscriber to the Subscriber's Balance (hereinafter "Balance"). The Service Provider shall send a Proforma Invoice for the first fee installment falling due to the Subscriber in all cases, the first Proforma Invoice is an annex to the Subscription Contract. The Subscriber can initiate the bank transfer in accordance with the data on the Proforma Invoice. The Service Provider shall only send Proforma Invoices for subsequent fee installments at the Subscriber's request.

(2) The Service Provider credits the amount to the Subscriber's Balance within 1 (one) business day of the date on which the amount is credited to the Service Provider's bank account.

(3) The amount to be credited to the Balance is freely determined by the Subscriber, provided that such amount is no less than 50 EUR. (Hereinafter the "Minimum Credit Amount").

(4) The Subscriber may use the Services as long as its Balance covers the fees payable for the Services to be used. The Subscriber becomes eligible to use the Service once the amount is credited to its Balance.

5.1.2. Invoicing

(1) The Service Provider issues a prepayment invoice for the amount transferred by the Subscriber and mails it to the Subscriber.

(2) On a daily basis, the Service Provider deducts the one-off or regular fees falling due on the given day and notifies the Subscriber thereof by email. In the event that the Service Provider also provides telecommunications services to the Subscriber, the fees paid by the Subscriber are broken down in the notification in a way that the Subscriber is able to differentiate between the Fees payable for the VCC Live Service and for the telecommunications services.

(3) The Subscriber may view its balance (uploads and deductions) at any time through the username and password protected VCC Live Desk Software subject to the appropriate level of authorization.

(4) By the 10th day of the month following the current month, the Service Provider shall issue a final invoice containing the fees payable for the services used in the current month and the amount of credits to the Balance that cover such fees.

(5) Where the amount of former credits is sufficient to cover the fee, the Service Provider shall issue an invoice for a total amount of EUR 0 and the remaining Balance may be used freely in the period following the current month for further Services. Where the amount of former payments is not sufficient to cover the fee, the Subscriber shall pay the amount of the invoice within 8 days. The Service Provider may partially or completely limit the Subscriber's calls until the invoice is paid. The Subscriber will be notified prior to the limitation of Service.

(6) The Service Provider shall investigate any invoice complaints by the Subscriber within 30 days. If the wrong amount is deducted (i.e. if the amount is incorrect or non-deductible according to the Contract) or an item is not deducted, then the Service Provider shall deactivate the deductions of the given day or days and shall re-calculate the period in question. The Service Provider shall inform the Subscriber about the findings of the investigation by email. The Subscriber may view the incorrect as well as the correctly deducted items in VCC Live Desk retrospectively.

5.1.3 Restriction

(1) In the event that the Subscriber's Balance drops to or below EUR 0, this will trigger an automatic restriction as follows:

Restriction level	Day	The restriction process
Level 0	Day 0	No restriction, balance is positive at the beginning of the day. A notification is displayed that the balance may drop to zero the following day.

Level 1	Day 1	No restriction. A notification is displayed that the balance has dropped to zero.
Level 2	Day 2-4	Partial restriction. Admin and supervisor users can no longer log in. Agent users can still log in.
Level 3	Day 5 onward	Full restriction. Users can no longer log in.

(2) The Service Provider is entitled to invoice the Subscriber for the fee of reinstating the service as specified in Annex 1 hereto.

(3) The Service Provider is entitled to terminate the Subscription Contract with 8 days notice after 8 calendar days from the date of the full restriction if the Subscriber does not settle the Balance in the period in question.

5.2 Postpaid arrangement

5.2.1 Conditions of use

(1) In the event that the Subscriber opts for the postpaid payment method, he shall transfer three months' security deposit (guarantee) calculated based on a preliminary estimate to the Service Provider's bank account within 3 business days of signing the Contract. The Service Provider may use the security deposit if the Subscriber fails to pay its debt by the deadline indicated on the invoice and the Subscriber has not challenged the invoice.

(2) The amount of the security deposit shall be revised each calendar quarter or upon the amendment of the Individual Subscriber Contract and shall be calculated on the basis of the average of the previous 3 months. In the event that there is an at least 20% difference between the average of the services used (turnover) calculated in the above manner or the Subscriber's preliminary estimate and the security deposit paid, i.e. the value of services used exceeds the security deposit, the Subscriber shall transfer the difference – of which Service Provider notifies the Subscriber - to the Service Provider's bank account within 15 days, or if the average of the services used is less than the security deposit paid, then the Service Provider shall refund the difference at the Subscriber's request within 15 days.

(3) The Service Provider shall refund the amount of the security deposit less any formerly unpaid fees and the fee for the last month to the Subscriber's bank account within 30 days of the termination of the Contract.

5.2.2 Payment of the fee

(1) The Subscriber shall pay the Fee subsequently, after having used the Services, on a monthly basis.

5.2.3 Invoicing

(1) The Service Provider shall issue an invoice for the fees that fall due on a monthly basis with a payment deadline of 8 days and shall mail it to the Subscriber.

(2) The Subscriber shall pay the amount of the invoice issued by the Service Provider by bank transfer within the deadline indicated on the invoice.

(3) The Subscriber may challenge the invoice received from the Service Provider within the payment deadline indicated on the invoice.

5.2.4 Restriction

(1) In the event that the Subscriber fails to pay the fee within the deadline indicated on the Service Provider's invoice, the Service Provider shall send a reminder to the Subscriber with an extended deadline of 5 days.

(2) If the deadline in the reminder also expires without payment, the Service Provider shall send a demand for payment to the Subscriber, in which it calls upon the Subscriber to settle the debt within a 5 (five) day deadline.

(3) In the event that the Subscriber has any unpaid fees and fails to pay them within the 5 day deadline specified in the relevant demand for payment, or if the Subscriber fails to pay the additional security deposit referred to in Section 5.2.1 by the applicable deadline, the Service Provider may restrict the service as follows until such time as the fees are duly paid:

Levels of Restriction	The restriction process
Level 0	Warning message that the invoice payment deadline has expired.
Level 1	On the last day of the deadline specified in the demand for payment, warning message that supervisor/admin users will be restricted from the next day.
Level 2	Restriction begins on the day following the expiry of the deadline specified in the demand for payment, i.e. agents can still log in but supervisor/admin users can not.
Level 3	All user access is restricted (the day following the expiry of the deadline specified in the demand for payment).

(4) The Service Provider is entitled to invoice the Subscriber for the fee of reinstating the service as specified in Annex 1 hereto.

(5) The Service Provider shall lift the restriction referred to in Subsection (3) above without delay, if the Subscriber eliminates the reason for the restriction and duly notifies the Service Provider thereof.

6. Product Support

6.1 Customer Service, Reporting Errors

(1) The Service Provider operates customer service under the terms specified in the Subscription Contract for the purpose of managing the complaints, reporting the errors, troubleshooting, client support and consulting related to the VCC Live Service.

(2) The Subscriber shall forward its observations, complaints and questions relating to the VCC Live Service to the Service Provider's customer service without delay, which the Service Provider shall document and investigate.

(3) Due to data protection and security reasons, the Service Provider may only disclose information to and accept notifications from unambiguously identified Admin Users. The Parties define unambiguous identification as the

comparison of the caller's number in the event of a call or the sender's email address in the event of an email message with the User Data.

(4) The Parties shall cooperate in order to manage any notifications as soon as possible and to share with each other all details necessary for dealing with the notification.

(5) Annex 3 of the Contract contains the contact information of the Service Provider's customer service, the content requirements of notifications addressed to the Service Provider and the process of managing notifications.

(6) The Service Provider shall not be held liable for erroneous operation unless the Subscriber has informed the Service Provider of the error at the telephone number of the customer service specified in Annex 3 to this Contract or via the error notification interface maintained by the Service Provider by providing sufficient detail for Service Provider to be able to clearly identify the error. The Subscriber understands that the Service Provider records all telephone calls for quality assurance reasons and may store such recordings as well as any electronic error notifications and the related email correspondence and the recorded conversation until the expiry of the particular claim in accordance with the relevant provisions of law. The time of error notifications is the point in time at which the Subscriber reports the error in a clear and identifiable manner to the Service Provider.

(7) Delays beyond Service Provider's control and Service Provider's failure to possess at all or in due course necessary information the other Party is aware of are not deemed to constitute delays attributable to the Service Provider.

6.2 Troubleshooting, Software Updates

(1) During the term of this Contract, the Service Provider ensures regular software updates and accepts the obligation to continue the development of the application, to provide the most recent version available and to fix any functional errors of the software free of charge.

(2) Subscriber acknowledges that the Service Provider collects hardware information about the Subscriber's devices (number of processors, clock speed, occupancy, RAM size, full/free RAM, HDD size, free storage, wired/wifi connection, IP address) for further development and improvement of the

Service. The Subscriber may opt out of sharing configuration information by modifying local settings on individual workstations.

(3) As the Service Provider keeps developing and improving the VCC Live Service, it performs regular (even several times a day) scheduled server and client side software updates. The Service Provider schedules software updates to avoid or to reduce to a bare minimum any disturbances affecting the Subscriber. In the event an update is likely to cause downtime, the Service Provider uses relevant User Data to inform the Subscriber and Subscriber's Admin Users who subscribe to technical notifications by email and/or through the VCC Live Service messaging function. The Desk software automatically updates during subsequent login processes.

(4) The Service Provider performs maintenance once a calendar quarter with the related downtime not exceeding 4 hours, and shall warn the Subscriber thereof 10 business days in advance and shall also determine the time of maintenance with a view to Subscriber user habits so as to keep the downtime to a bare minimum.

(5) In the event of a serious bug, the Service Provider may modify the Software any time and release new updates without advance notice in order to fix the error as soon as possible.

7. Right of Use

(1) The Subscriber understands that **VCC Live Group Zártkörűen Működő Részvénytársaság** (registered office: 6725 Szeged, Hópárduc utca 17., company registration number: 06-10-000447, tax number: 24670023-2-06) (hereinafter the "Rights Holder") owns the computer software developed by it (source program, code and the software) and all related (online and hard copy) documentation and any duplicates thereof in any format whatsoever as well as any documents generated in the course of development and operation, including procedures, policies, work processes and the context of the methodologies applied (such as management systems, IMS, ISMS, SMS), which all constitute business secrets. The Software is protected by copyright and other acts governing intellectual property and is proprietary to the Rights Holder. The Rights Holder is the parent company of the Service Provider.

(2) The Subscriber shall accept the terms of use upon installing the VCC Live Desk Software or any other software issued by Service Provider as necessary for using the Service, including, among others, the VCC Live App.

(3) The Subscriber recognizes and understands that no title to the Software or any element thereof is transferred to the Subscriber under these GTA. The right to use specified in this Contract is conferred to the Subscriber with the limitations laid out in this Section 7. Accordingly:
   - the Subscriber's right of use is limited to using the VCC Live Service specified in the Subscriber Contract and in this Contract;
   - the Subscriber may not transfer or license to a third party the right to use the Software except in the case of outsourcing as defined in Section 4.2 paragraph (12);

(4) The Subscriber shall not copy or modify, or create work originating from the Software or any element thereof, shall not reverse engineer program code directly or indirectly and shall not query the Software to find source code, object code or basic structures, ideas and algorithms.

(5) Any solutions and development requested by the Subscriber or created to deal with business needs and issues shall constitute the Service Provider's intellectual property and may be freely used and further developed by the Service Provider and the Service Provider may request compensation therefor, in which case the Parties shall enter into a separate development framework agreement, however, the Subscriber may not request compensation from the Service Provider for any reason.

(6) The Subscriber understands that any modification introduced by not complying with the provisions of Section 7 paragraph (4) is deemed to constitute serious breach and the Service Provider will not accept any liability for the operation of the Software going forward.

(7) The Subscriber shall immediately notify the Service Provider of any cases that come to its attention involving a violation of the rights of the Rights Holder in the Software and shall provide assistance to asserting the rights of the Rights Holder in the Software.

(8) End User is required to accept the relevant terms and conditions or other user provisions when installing the software required to use the VCC Live Service.

(9) The provisions of this Section 7 apply equally to any code received during software updates.

(10) The Service Provider represents and warrants that no third party rights violate or restrict the rights conferred to the Subscriber in respect of using the Software.

8. Confidentiality

(1) The Parties define **"Confidential Information"** as any information related to the execution and content of this Contract as well as any other information provided by the Parties either directly or indirectly in writing, orally or otherwise that is disclosed by one Party to the other Party either before or after the entry into force of this Contract.

(2) During the term and after the termination of this Contract for any reason, each Contracting Party undertakes the following in respect of the Confidential Information received from the other Party:

    (a) to protect such Confidential Information from disclosure to any third party with at least the same degree of care (but in any event not less than reasonable care) as it uses to protect its own proprietary or Confidential Information of like kind from unauthorized use or disclosure; and

    (b) to disclose Confidential Information to third parties upon procuring advance written consent from the other contracting Party;

    (c) to use Confidential Information for performing their obligations or asserting their rights under this Contract and to the degree necessary for doing so;

    (d) to limit access to and distribution of the Confidential Information only to those persons under its control and supervision (employees, subsidiaries, agents) that require such Confidential Information in order to execute this Contract and to ensure that such persons are aware of their confidentiality obligations hereunder and accept them as binding on themselves

    (e) upon termination of the Contract, to irreversibly delete any and all electronically stored documents (with the exception of materials that can not be deleted due to the features of the carrier medium, in which case the carrier medium is to be destroyed or returned to the Disclosing Party)

(f) for materials not subject to subparagraph (e) above: to return to the Disclosing Party or to destroy.

(3) The obligations laid out above do not apply to Confidential Information that:

(a) is or becomes part of the public domain and easily accessible after the date and without a breach of this Contract;

(b) a third party transferred legally into the possession of the receiving Party subsequently without any violation of confidentiality obligations;

(c) is required to be disclosed under applicable law or at the authority's request, provided that the addressee of such request informs the other Contracting Parties about the receipt thereof without delay, reasonably cooperates in protecting the Confidential Information and/or endeavors to prevent or restrict such disclosure otherwise; furthermore, such disclosure shall at all times be limited to the information whose disclosure is required by law.

(4) If any of the Parties violate the provisions of this Contract by using, disclosing to a third party or publishing the Confidential Information and thereby causes the other Party to incur losses, the Party that incurs losses may demand compensation for all of its losses it incurred in connection with the harmful conduct, including all losses as well as lost profit.

(5) The Parties shall abide by the confidentiality obligation laid out in this section 8 for a period of three (3) years upon the termination of this Contract for any reason.

9. Services

9.1 Basic Services

9.1.1 VCC Live Desk

(1) VCC Live Desk is a computer software offering an all-round, cloud-based contact center solution. Hardware equipment (desktop or laptop computer and microphone headset), stable internet connection and a subscription for the service are required to run the VCC Live Desk software.

(2) The VCC Live Desk software can be freely downloaded from the Internet, while the license required for the operation of the service and the access data of the administrator are delivered upon the execution of the contract. The access data consist of the "account" created based on the name of the company, the user name created based on the name of the user and the access password.

(3) Through access to the VCC Live Desk software, it is possible to conduct so-called contact center activities and, among other things, to create projects, to manage resources, to set up users as well as to manage user privileges. Users with admin and supervisor privileges can monitor all calls, projects, user activities and other work processes, download and store audio recordings of calls and query statistics. VCC Live Desk is also capable of sending SMS, email and chat-based text messages. The availability of certain functions and features and the number of available licenses in VCC Live Desk is determined on the basis of the service package purchased.

(4) In addition to the license fee, the storage space and the telecommunications services (voice calls and SMS messages) used are also charged at the fees determined by the telecommunications service provider.

9.1.2 VCC Live Pay

(1) VCC Live Pay is a payment service that allows bank card payments during calls by either the caller or the call recipient, in the case of calls made through the VCC Live Desk software.

(2) The call recipient (in the case of outgoing calls from the VCC Live service) or the caller (in the case of incoming calls) can safely provide his/her bank card details (card number, validity date, CVC code) by using the push-buttons or the touch screen of his/her phone for bank card payments during calls. The Service Provider filters the DTMF codes from the conversation but VCC Live Pay does not forward the thus obtained bank card details to the Subscriber and does not store them after the call, however, during payment, it forwards them to the payment system of the financial services provider specified by the Subscriber through an encrypted channel, which confirms the transaction once the data are authenticated and the availability of the funds is confirmed.

(3) The Service Provider's VCC Live Pay system holds a PCI DSS certificate audited by the independent organization of card issuers. PCI DSS is an international data security standard created by various card issuers that prescribes certain

information technology, operational, logical, administrative and physical protection measures and requirements for the entities involved. In providing the VCC Live Pay service, the Service Provider complies with all PCI DSS requirements and guarantees the safety of card data.

(4) This service of the Service Provider does not qualify as a payment service, thus it is not subject to the provisions of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises, Act LXXXV of 2009 on the Provision of Payment Services or Act CXXXVI of 2007 on the Prevention and Combating of Money Laundering and Terrorist Financing.

(5) Through the VCC Live Pay service, the Service Provider provides technical assistance for the bank card payment method applied by the payment service provider (bank or financial service provider and the payment gateway applied by them) selected by the Subscriber and, accordingly, the Service Provider is not in direct contact with either the payment service provider or the users of the services provided by the Subscriber to third parties (hereinafter "Buyer"). The Service Provider only enters into a legal relationship with the Subscriber and, accordingly, it shall not be a party to any legal disputes between the Subscriber and the Buyer in relation to goods purchased or services provided.

(6) The Subscriber shall make sure that all contracts required for using the VCC Live Pay service, in particular the contracts to be concluded with payment service providers, are duly executed. The Subscriber understands that the payment service provider selected by it must hold a valid PCI DSS certificate or, in the absence thereof, the appropriate licenses issued by Visa, MasterCard or American Express.

(7) During their conversation with the Buyer, the Subscriber or the Subscriber's agent shall warn the Buyer that he/she may only disclose his/her bank card details with the buttons of his/her telephone. In the event that, despite the above warning, the Subscriber or the agent become aware of any bank card details, they shall inform the Service Provider thereof without delay.

(8) The Subscriber understands that it may not sell any products and/or services with the use of the VCC Live Pay system
- that damage or may damage the Service Provider's reputation,
- whose nature or content, in the Service Provider's sole opinion, is contrary to the Service Provider's image, standards or business policy principles,

- that are against the Card Companies' rules, or
- that are prohibited by any legislation in place.

The Subscriber understands that if in the Service Provider's opinion the Subscriber does not comply with the above requirements, the Service Provider may terminate the Subscriber's access to the VCC Live Pay service with immediate effect.

(9) The Subscriber shall take all technical measures, over and above the ones referred to in Section 4 of these GTA, to ensure that VCC Live Pay is not vulnerable from the Client's side or through any other interface (API) used by the Subscriber.

(10) If the Service Provider believes or circumstances arise that suggest that the security of VCC Live Pay is not appropriately ensured from the Subscriber's side, the Service Provider may suspend the VCC Live Pay service with the concurrent notification of the Subscriber.

(11) The Subscriber shall hold technical safety training courses for its employees responsible for card payments in accordance with the guidelines attached hereto as Annex 5 and to keep records of such training courses.

(12) The fees payable by the Subscriber for the VCC Live Pay service are provided for in Annex 1 to these GTA. All other aspects of invoicing and payment of the fees shall be subject to the provisions of Section 5 of these GTA.

(13) The Subscriber understands that, due to the filtering of the DTMF codes related to the transmission of the card data, an additional delay of no more than 200 ms may be incurred in conversations with Buyers in certain cases over and above the standard delay. The Subscriber may not enforce any claims against the Service Provider in respect of this reduction in quality.

(14) The VCC Live Pay service can only be provided with the involvement of a telecommunications service provider that is capable of fully encrypting all communications channels (SIP-TLS, SRTP).

9.1.3 VCC Live App

(1) VCC Live App is a telephone application. It allows the management of the calls of users that are not or not only engaged in contact center activities. Once the calls initiated or received through the application are terminated, the user can

set a recall date, the application sends a warning about the recall and also allows immediate call initiation.

(2) The data recorded by the VCC Live App are synchronized with the VCC Live system through active internet data traffic, however, no continuous internet connection is necessary for using the application. After using the application in offline mode, the data recorded are automatically synchronized once the application detects an active internet connection.

(3) The VCC Live App can be freely downloaded if any VCC Live Desk software package is purchased and the monthly usage fee (license fee) is calculated on the basis of the number of mobile phones running the application.

9.1.4 VCC Live Archiver

(1) The VCC Live audio file archiver program is capable of downloading and archiving audio files recorded during inbound and outbound calls conducted through the VCC Live service. The program archives the files in the folder and at the frequency specified by the user. It is the Subscriber's sole responsibility to ensure the operation of the Service is in line with all legal requirements and is lawful in the state where the Service is applied.

(2) The VCC Live voice file archiver program archives the audio files stored by VCC Live. VCC Live stores the audio files generated during the activities of the contract center for which we provide the storage space specified in the package. The monthly fee is determined on the basis of the data quantity stored as of the last day of the month.

(3) The active period of archived and non-archived audio files can be set in the VCC Live Desk software, after which period the system places them in the Recycle Bin and then deletes them permanently. Audio files in the Recycle Bin can no longer be downloaded. If the user wishes to download an item in the Recycle Bin, it must be restored first. Items in the Recycle Bin continue to take up storage space, which will be charged in accordance with the fees payable for storage space services.

9.1.5 VCC Live Text-to-Speech

(1) VCC Live Desk software provides Text-to-Speech feature, which can accurately convert any text into spoken words and generate a WAV audio file, using an API powered by a third party service provider's AI technologies. This allows our

subscribers to create phone greetings and IVR prompts that they can use and reuse in their projects.

9.1.6 VCC Live Speech-to-Text

(1) VCC Live Desk software provides Speech-to-Text feature, which can accurately convert speech into text using an API powered by a third party service provider's AI technologies. More than 100 languages and variants are supported.

9.1.7 VCC Live Language Detection

(1) VCC Live Desk software provides AI-based Language Recognition solution which enables the VCC Live Desk software to automatically detect the language of incoming email messages.

(2) If this feature is enabled, an additional "Language" column appears on the following interfaces:
On the Agent interface's Email > Inbound section
On the Supervisor interface, project > Logs and Statistics > Email log section

9.2 Channels

9.2.1 VCC Live Voice

(1) The majority of contact center activities is based on voice calls which may be either outbound or inbound calls. The VCC Live Desk software is suitable for making landline, mobile and VoIP (Voice over Internet Protocol) calls to any country.

9.2.2 VCC Live SMS

(1) It is also possible to send SMS text messages through the VCC Live Desk software. Depending on business needs, it is possible to send text messages to one or more contacts (phone numbers) simultaneously. SMS messages can be sent individually or in batches, based on the termination.

(2) The content of SMS messages can either be textual or data reference. It is possible to create and record several SMS templates for each project, thus the agents can send the appropriate message based on the outcome of the call.

9.2.3 VCC Live Email

(1) It is also possible to send email based messages through the VCC Live Desk software. Depending on business needs, it is possible to send text messages

to one or more contacts (email addresses) simultaneously. Email messages can be send individually or in batches, based on the termination.

(2) The content of email messages can either be textual or data reference. It is possible to create and record several email templates for each project, thus the agents can send the appropriate message based on the outcome of the call. Email templates can also be edited in HTML code and it is possible to add attachments.

9.2.4 VCC Live Chat

(1) Agents allocated to the project can receive and send simple text messages through the VCC Live Desk software.

(2) The Subscriber can integrate the chat window for visitors into the Subscriber's website through the program code available at the User Interface.

9.2.5 Disclaimer

(1) The Service Provider informs the Subscriber that electronic advertisements can only be directly sent to a natural person, as the addressee of the advertisement through the above services and channels if the addressee of such electronic advertisement has previously expressly and unambiguously consented. The other detailed rules of sending electronic advertisements are provided for in the applicable laws in force from time to time.

(2) The Service Provider also informs the Subscriber that the Subscriber has full responsibility for any and all email, SMS, chat, voice and other content sent by the Subscriber through the use of the above services as well as for any unlawful use of the services.

10. Final Provisions

(1) The Subscriber grants permission to the Service Provider to use the Subscriber's name, web address and logo in the Service Provider's list of references along with the specification of the services used until the Subscriber requests otherwise.

(2) The calculation of the deadlines referred to in this Contract shall be based on the Central European time zone (CET).

(3) The potential invalidity or subsequent voiding of certain provisions of this Contract shall not affect the force and effect of the remaining provisions. In the absence of a mandatory legal provision, any invalid provisions shall be replaced by a rule that best approximates the intent of the Parties as deduced from the purpose of the original provision.

(4) This Contract shall be interpreted pursuant to the provisions of the German law. The Parties accept by common consent the exclusive jurisdiction of the courts with territorial competence over the Service Provider's seat with regard to the settlement of legal disputes arising under this Contract.

(5) The GTA of the Service Provider apply exclusively to this contract. Deviating, conflicting and supplementary terms and conditions of the Subscriber shall become a contractual part only if and to the extent that the Service Provider agreed to their validity in writing in the Individual Subscription Contract concluded between them.

11. Attachments, Enclosed Documents

(1) These Annexes are integrated into and are not severable from this Contract:
- Annex 1: Fees
- Annex 2: Data Management, Data Protection
- Annex 3: Customer Service
- Annex 4: Quality Target Values, Compensation
- Annex 5: VCC Live Pay safety training and minutes
- Annex 6: Third Party Services
- Annex 7: List of Data Centers
- Annex 8: SIP Trunk delivery process

(2) Related content, documents and certificates
- Conditions for downloading and using applications, system requirements
- API and Developer Documentation
- Security overview
- PCI-DSS Certificate
- ISO 22301 certificate
- ISO 27001 certificate

(3) The Service Provider may add to, modify and publish the content of Related Documents defined in Section 11 paragraph (2) without prior notice to the Subscriber if it is necessary to adapt to the current technical circumstances, in particular to ensure the security and stability of the service provided or to meet changed legal requirements.

Annex 1 – Fees

1. Fee packages and prices

	STANDARD Efficiency improvement for small and medium sized call centers	PROFESSIONAL Innovative services for professional call and contact centers	MULTICHANNEL For complex customer services and contact centers	PREMIUM Enhanced data security and support for financial institutions and large companies, bank card payments
Package price (/month)	€ 550	€ 750	€950	€1350
Number of Agent Users included in the package	10	10	10	10
Admin User license fee (/month/user)	€ 75	€75	€75	€75
Additional Agent User license fee (/month/user)	€ 55	€ 75	€ 95	€135

The detailed content of each package can be found on the following page: https://vcc-live.de/preise

The number of work stations and administrator users shall be defined in advance and specified by the Parties in the Individual Subscription Contract. The number of work stations and administrator users may be increased by any number in a month, while may be decreased only once every month, effective from the 1st day of the next month. In the case of definite term contracts, the number of work stations can not be fewer than the minimum number of work stations specified in the Individual Subscriber Contract.

2. Telecommunication fees

Telephone and SMS costs - which are provided by the Service Provider- and technical requirements of use are provided for in the Individual Subscription Contract.

If Subscriber wishes to use a telecommunication provider other than the Service Provider, SIP trunk installation is needed between the Service Provider and the other provider chosen by the Subscriber, the fees of which are listed in section 4. of this Annex, technical conditions and process for installation are stated in Annex 8.

The use of SIP trunk is subject to the appropriate package.

3. Hosting

The Service Provider provides hosting services for storing data uploaded, recorded or generated during the use of the Service (e.g. settings, client data, CDRs, statistics) as well as files (e.g. audio files, email messages). The Service Provider provides 10 GB storage space for the Subscriber as part of the Subscription Packages. If the volume of data to be stored exceeds 10 GB, the Service Provider may charge a fee of 20 EUR/month/100 GB. The Service Provider enables the Subscriber to automatically download audio recordings through the use of archiving software. Depending on the settings, the Subscriber can automatically delete old data.

4. Other fees

OTHER SERVICES		
VCC Live App license	40 EUR	/License/Month
Emailing 0 - 1000 email/month above 1001 email/month	0 EUR 0,007 EUR	/email /email
Increasing the number of projects	2 EUR	/Month/Project
Increasing the number of active projects	2 EUR	/Month/Project
External extension	8 EUR	/Month/Extension

VCC Live Pay monthly fee 0-5000 transactions 5001-10000 transactions 10001-30000 transactions	400 EUR 600 EUR 800 EUR	/Month
VCC Live Pay transaction commission 0-32260 EUR 32261-64520 EUR above 64521 EUR	1.9 % 1.75% 1.6%	
VCC Live Text-to-Speech	100 EUR	/Month
VCC Live Speech-to-Text	100 EUR 25 EUR	/Month (5 hours of audio processing) /each additional 5 hours of audio processing being started
VCC Live Language Detection	100 EUR	/Month
SUPPORT SERVICES		
Introductory training	50 EUR	/Hour
Introductory advice	60 EUR	/Hour
Reminder training	40 EUR	/Hour
Support, supervisor advisory hourly fee	40 EUR	/Hour
Developer hourly fee (for specific development)	60 EUR	/Hour
Emergency service, re-activation (if the credit is depleted, within 2 hours during service time)	80 EUR	/Occasion
Fee for demand for payment	20 EUR	/Occasion

Audio file recording	40 EUR	/Hour
Call-out fee	based on discussions	
SIP Trunk (between the provider chosen by Subscriber and the Service Provider)		
One-time fee for SIP trunk installation (4 hours setup time included)	800 EUR	
SIP trunk installation, configuration fee	100 EUR	
SIP trunk monthly fee (30 channels)	100 EUR	
Per-minute fee (audio recording, call forwarding)	0,0085 EUR/Minute	

The above prices do not contain VAT! Hourly fees are charged for every hour or part thereof.

Annex 2 –Notice on the processing of personal data

In order to comply with the provisions of the Subscription Agreement and the relevant legislation, the Service Provider may also process personal data which may be connected to natural persons and which allow, whether directly or indirectly, the identification of natural persons (data subjects) or which data contain conclusions relating to data subjects (personal data). Although personal data exclusively refer to natural persons, the Service Provider may decide at his sole discretion to apply the rules set out herein to other, non-personal data as well, including, in particular, the enforcement of the rules of data security and privacy policy in respect of such data as well.

1. Definitions

    a. **personal data** means any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

    b. **data subject** means any defined natural person identified or identifiable directly or indirectly on the basis of personal data;

    c. **processing** means any operation or set of operations that is performed upon data, whether or not by automatic means, such as in particular collection, recording, organization, storage, adaptation or alteration, use, retrieval, disclosure by transfer, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

    d. **controller** means the natural or legal person, or unincorporated body which alone or jointly with others determines the purposes of the processing of data, makes decisions regarding data processing (including the means) and implements such decisions itself or engages a data processor to execute them;

    e. **processor** means a natural or legal person or an entity without legal personality in contractual relationship with the controller who or which processes personal data under the contract—including the contract concluded under law—on behalf of the controller;

    f. **consent** of the data subject means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her;

g. **transfer of personal data** means making data available to a specific third party;

h. **erasure of data** means the destruction or elimination of data sufficient to make them irretrievable;

i. **third party** means any natural or legal person or unincorporated organization other than the data subject, controller, or processor;

j. **public disclosure** means making data available to the general public;

k. **personal data breach** means a breach of security created through the organizational and technical actions applied with the Service Provider leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transferred, stored or otherwise processed;

l. **supervisory authority** means an independent public authority established by a Member State pursuant to Article 51 of the GDPR, responsible for monitoring the application of the GDPR (http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm) .

2. General provisions

2.1 Principles of processing

(1) Personal data must be processed lawfully, fairly, and in a transparent manner in relation to the data subject.

(2) The processed personal data must be essential for the purpose for which they were recorded and must be suitable to achieve that purpose. Personal data may be processed only to the extent and for the duration necessary to achieve such purpose.

(3) The purpose of processing must be satisfied in all stages of data processing operations.

(4) The Service Provider may process the personal data only in the cases specified in Article 6 (1) of the GDPR.

(5) The Service Provider may hire a processor for the performance of various processing operations, which requires the consent of the data subject. On the other hand, in the notice given to the data subject, the Service Provider shall specify the personal data of the processor, also indicating the processing operations to be performed by the processor.

(6) Prior to recording the personal data, the data subject shall be informed — clearly and in detail —of all facts related to the processing of his personal data, including, in particular:
  a. the identity and the contact details of the controller and, where applicable, of the controller's representative,
  b. the contact details of the data protection officer
  c. the purposes and legal grounds of processing
  d. if processing is necessary based on the legitimate interests of the Company or a third party (Article 6(1)(f) of the GDPR), such interests must be described,
  e. the recipients or the categories of recipients of the personal data, if any
  f. where applicable, the fact that the controller intends to transfer the personal data to a third country or international organisation and the existence or absence of an adequacy decision by the Commission, and reference to the appropriate or suitable safeguards
  g. the data subject's rights related to processing (access, rectification, erasure, restriction, objection, data portability)
  h. whether the provision of personal data is a statutory or contractual requirement or a requirement necessary to enter into a contractual relationship, as well as whether the data subject is obliged to provide personal data and what possible consequences the failure to provide such data might have
  i. the storage period or, if this is not possible, the criteria for the determination of such period
  j. the legal remedies available to the data subject.

(7) If the Service Provider obtains the personal data from any person other than the data subject, the following information shall be made available to the data subject by him:
  a. the identity and the contact details of the controller and, where applicable, of the controller's representative;
  b. the contact details of the data protection officer, where applicable;
  c. the purpose and legal grounds of the intended processing;
  d. the categories of the personal data concerned;
  e. the recipients or the categories of recipients of the personal data, if any;
  f. where applicable, the fact that the controller intends to transfer the personal data to a third country or international organisation and the existence or absence of an adequacy decision by the Commission, and reference to the appropriate or suitable safeguards
  g. the data subject's rights related to processing (access, rectification, erasure, restriction, objection, data portability)
  h. the storage period or, if this is not possible, the criteria for the determination of such period
  i. the legal remedies available to the data subject
  j. the sources from where the personal data are obtained and, where applicable, whether such data are obtained from publicly available sources.

(8) The Service Provider complies with his obligation to provide information in this Notice.

2.2 Right of the data subject

(1) The Service Provider shall **erase** the personal data processed by him if
   a.   the data subject requests him to do so or withdraws his consent, unless the continued processing is allowed for by the GDPR;
   b.   the purpose of the processing has ceased to exist;
   c.   the data subject makes objections to processing based on the interests of the Service Provider, unless the Service Provider is able to provide unambiguous evidence for the legitimacy of the processing;
   d.   the personal data have been unlawfully processed by the Service Provider;
   e.   the personal data must be erased in order to comply with the legal obligation of the controller prescribed by Union or Member State laws;
   f. the personal data are no longer necessary for the purpose for which they were collected or otherwise processed, including the case where the period for the processing has expired.

(2) The Service Provider shall **restrict** the processing of the personal data if
   a.   the accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data;
   b.   the data processing is unlawful, but the data subject objects to the erasure of the personal data and requests the restriction of their use instead;
   c.   the purpose for the processing has ceased to exist, but the data subject requests the processing to exercise his legal claims;
   d.   the data subject has objected to the processing.

(3) The data subject may request the Service Provider to **rectify** any inaccurate personal data relating to him without unjustified delay. The Service Provider shall rectify any personal data improperly processed by him even without special request.

(4) The data subject shall have the right to obtain confirmation from the controller as to whether or not his personal data are being processed („**right of access**"). At the request of the data subject, the Service Provider shall provide specific information concerning the purpose of the processing, the categories of the personal data, the recipients affected by the data transfer, the duration of the processing, the exercise of the data subjects' rights, the lodging of complaints with the supervisory authority, and the source of the personal data. In general, the Service Provider shall provide full and easily intelligible information on all essential circumstances

related to the processing. Upon request, the Service Provider shall make available a photocopy of the personal data to the data subject.

(5) The data subject shall be entitled to **object** to the processing of his personal data at any time if the processing pursued by the Service Provider is based on the lawful interest of the Service Provider. In case of objection, the Service Provider may continue to process the personal data of the data subject only if his lawful interests take precedence over the interests of the data subject.

(6) The Service Provider shall **advise** the data subject of the measures taken upon his request and provide the requested information without unreasonable delay, but not later than within one month of the receipt of the request. The advice shall be given by means requested by the data subject or by electronic means.

(7) If the Service Provider fails to fulfil the request of the data subject, he shall inform the data subject of the right to lodge a complaint or seek remedy before court, as well as of the legal and factual reasons for denying the request, not later than within one month of the receipt thereof.

(8) In case the identity of the person submitting the request is uncertain, the Service Provider may request additional information to confirm the data subject's identity. The Service Provider shall post the notice requesting additional information within 5 days following the receipt of the request.

(9) As a general rule, the Service Provider shall not charge extra remuneration in respect of the information and actions related to the data subject's rights, excluding exceptional cases where the request is expressly unfounded, or the data subject has requested copies of the data on several occasions, or the fulfilment of the request would carry considerable administrative costs.

2.3 Security of processing

(1) The Service Provider must protect the personal data of the data subject, in particular, against unauthorized access, alteration, public disclosure, erasure, damage, or destruction.

(2) The Service Provider shall protect the personal data processed by him by taking appropriate organizational and technical (information technology) measures against unauthorized access and use. In respect of data security, IT systems processing various personal data may only be operated by the persons with the right of access. The criterion for the right of access shall be considered to be met if its extent is in compliance with the stipulation that the right of access must be provided on a need-to-know basis, i.e. it may only be granted to persons whose

job-related tasks include processing. The rights of access and their use shall be revised by the Service Provider on a regular basis.

(3) The Service Provider shall act in compliance with the applicable laws and with reasonably due care; accordingly, he shall control, develop, operate, and handle his information technology systems based on the integrated management system in line with standards ISO 22301 and ISO 27001, during which, he shall use high availability hardware and software solutions and he shall regularly revise such properties thereof, and he shall develop, upgrade, or replace them as necessary. The certificates in line with the international industrial standards and the applicable laws obtained by the Service Provider are included in the documents attached as annexes hereto.

(4) The Service Provider shall satisfy all applicable PCI DSS requirements in the system in which the Service Provider shall have access to or process (store, use, transfer) the card data of his clients, and he shall ensure the continuous protection of such personal data.

(5) The Service Provider undertakes to protect the data traffic of the User Interface created for the Subscriber within the scope of the VCC Live Service with currently available, state-of-the-art encryption. Accordingly, the Service Provider shall ensure encrypted data connection between the server and the Subscriber and act with reasonably due care while operating the servers.

(6) Concerning data security, in relation to operating the electronic communication means used during the provision of services, the Service Provider guarantees that the processed data will be available to the authorized persons (availability), the authenticity and authentication of the data will be ensured (authenticity of processing), the data will remain unchanged (data integrity), and the data will be protected against unauthorized access (data confidentiality).

(7) The Subscriber shall use his best efforts to protect his personal data, including, in particular, the user name and password(s) required for using the services offered by the Service Provider.
   a) The Subscriber shall be liable for any event or activity performed by using his user name or password.
   b) The Service Provider shall not undertake liability of any kind for data used in a manner deviating from that specified herein if this or the damage arising from this is attributable to the deliberate or negligent conduct of the Subscriber, or if the Service Provider has acted in compliance with the provisions hereof.

(8) The Service Provider shall notify the supervisory authority of any **personal data breach** without delay, but not later than within 72 hours after he has become

aware thereof, unless the personal data breach is unlikely to pose risk to the rights and freedom of natural persons. In case the Service Provider processes the personal data of the Subscriber as the processor of the Subscriber, he shall notify the Subscriber as processor without unreasonable delay.

(9) The Service Provider shall keep records of personal data breaches, indicating the relevant facts, their effects, and the remedial actions taken.

3. Processing related to system usage

In relation to User Data, the Service Provider qualifies as a controller and in relation to Client Data, as a processor.

3.1 Scope of the data processed by the Service Provider; purposes, legal grounds, and the duration of processing

During the delivery of the VCC Live Service, the Service Provider shall process the following personal data:

Extent of the processed personal data	Purpose of processing	Legal grounds of processing	Duration of processing
Name, phone number, and e-mail address of natural person End Users, including Admins and Operators, to whom the Subscriber shall provide access through the user interface to be able to use the VCC Live Service.	Notifications related to the VCC Live Service – in particular, to the amendment of the GTC, to maintenance and other notifications, and—in case of error reporting—the identification of the person reporting the error.	Explicit, prior consent of the End User concerned	Until the withdrawal of the consent, otherwise until the notification of the Service Provider about the termination of the End User status.
Name, phone number, and e-mail address of the Contact	Promotion of the performance of the Subscription Agreement and the monitoring thereof.	Consent of the data subject contact	Until the withdrawal of the consent, otherwise, after the termination of the Subscription Agreement, until the expiration of the claim arising from the agreement in relation to the processing (5 years)

Unique identifiers (user name, password) assigned to the End User by the Subscriber which are required for using the VCC Live Service, in other words Access Data	identification of the End User	Performance of the agreement – Article 6(1)(b) of the GDPR	Until the termination of the End User status
Audio recording of the error reporting or error reporting recorded by any other electronic means	Retrievable recording of the error reporting and of the measures taken in view of the outcome of the error location and troubleshooting procedure	Statutory authorization; Article 6(1)(c) of the GDPR or the prior consent of the data subject	For the limitation period of the claim related to the notification (for 5 years)
Log files, statistics and system information created on the server and client side, containing data independent of the Subscriber and related to the functionality of the VCC Live Service	Trouble hunting and the provision of quality target values	Performance of the agreement – Article 6(1)(b) of the GDPR	90 days from creation
Hardware information (number, clock pulse, and utilization of processors, RAM size, used/available RAM, HDD size, available location, wired/wifi interconnection, IP address), collected from the Subscriber's devices	Improvement and perfection of the VCC Live Service	Explicit, prior consent of the Subscriber	Until the withdrawal of the consent, otherwise until the notification about the termination of the Subscription Agreement
Total unit that can be accounted for in the specific accounting period; Time and duration of the use of the service, the extent of the transferred data, and other factors affecting the remuneration; Data related to the invoicing	a.) issuance and retention of documents under the Accounting Act b.) Invoicing for subscribers and users, the collection of the related fees, and the monitoring of the Subscription Agreements	a.) Statutory processing – Article 6(1)(c) of the GDPR; b) Article 6(1)(b) of the GDPR	a.) Eight (8) years after the termination of the Subscription Agreement b.) Until the forfeiture of the claims arising from the Subscription Agreement (5 years)

3.2 Rules of the processing performed by the Service Provider on behalf of the Subscriber within the framework of the VCC Live Service

(1) In the case of Client Data, under this agreement—according to a separate Data Processing Agreement—, the Service Provider as processor undertakes the technical performance of the following processing operations in relation to the VCC Live Service on behalf of the Subscriber as controller:
   a. receive data
   b. recording
   c. classification
   d. storage
   e. use
   f. query/downloading
   g. transfer
   h. blocking
   i. erasure

(2) The Subscriber guarantees that the disclosed Client Data have been recorded in a lawful manner and he is authorized to process them.

(3) During the use of the VCC Live Service by the Subscriber, the Service Provider shall keep the Client Data confidential, ensure their security, and he shall not transfer them to third parties.

(4) The Service Provider shall use the Client Data only for the performance of the works specified herein.

(5) In respect of the Client Data, the Service Provider as processor shall not make any essential decisions related to the processing; he may process the Client Data only according to the instructions given by the Subscriber as controller, and he shall store and retain the data, including, in particular, the audio recordings, according to the instructions given by the Subscriber as controller.

(6) The Subscriber shall plan and perform the processing operations in such a way that will ensure the protection of the data subjects' privacy when complying with the legislation currently in force.

(7) Both the Subscriber and, within the scope of his activity, the Service Provider shall ensure data security, take the technical and organizational measures and develop the procedural rules required for the enforcement of the legal regulations pertinent to privacy.

(8) The personal data must be protected by means of appropriate measures taken against unauthorized access, alteration, transfer, public disclosure, erasure, or destruction, as well as damage and accidental loss, ensuring that the stored data cannot be corrupted or rendered inaccessible due to any changes in or modification of the applied technique.

(9) For the protection of data files electronically processed in various registers, appropriate technical solutions shall be introduced to prevent the interconnection of data stored in these filing systems and the identification of the data subjects.

(10) After finishing the provision of the processing service, the Service Provider shall erase or return to the Controller all personal data according to the decision of the Controller, and he shall also erase any existing copies, unless Union or Member State laws prescribe the storage of the personal data. In such latter case, the Service Provider shall erase the data after the expiration of the retention period.

(11) Concerning the transferred personal data, the data quality obligation shall be borne by the Subscriber as controller.

(12) After the termination of the Subscription Agreement, any data uploaded, recorded, or created during the use of the VCC Live Service by the Subscriber (e.g. settings, client data, audio files, statistics) shall be erased irretrievably after 8 days but not later than within 30 days following the termination of the Agreement. The Subscriber may erase the data processed by him by means of the user interface.

(13) The Service Provider as processor shall keep **electronic records** on each category of the processing activities performed on behalf of the Subscriber, which records shall contain the following information:
   a. the processor's name and contact details, as well as the name and contact addresses of any Subscriber on whose behalf the Service Provider shall act as processor, and, where applicable, the name and contact details of the controller or controller's representative and the data protection officer;
   b. the categories of the processing activities performed on behalf of the various Subscribers;
   c. the transfer of personal data to a third country or international organisation, including the identification of the third country or international organisation, as well as the description of the appropriate safeguards in case of transfer under Article 49(1) of the GDPR;
   d. the general description of the technical and organizational measures required to guarantee the data security, as possible.

   (14) Upon request, the Service Provider shall make available the records to the supervisory authority.

Annex 3 – Customer Service

1. Service Provider's Customer Service availability

Subscribers can notify errors relating to VCC Live's service in English via email, phone or VCC Live Chat from 7:00 to 20:00 CET Monday to Friday, and from 9:00 to 20:00 CET on Saturdays and Sundays.

2. Contact Information

Customer Service telephone numbers:

- UK: +44 208 638 0169
- Germany: +49 3021782516
- Hungary: +36 1 999 6400
- Romania: +40 317 106167
- Poland: +48 123 950 886
- USA: +1 302 498 8337

Customer Service email address:

support@vcc.live

3. New bug and issue handling

Software-related:

- Relevant manager user to make sure every setting in the VCC Live Desk Software is correct
- If the bug/issue is valid, please report the issue to our support via the above telephone numbers, e-mail address, or VCC Live Chat.
- Please provide detailed information and examples regarding the issue (see below for content requirements for error notifications relating to the VCC Live Service).

SIP trunk-related:

- If the issue is complex, Subscriber to provide a detailed network topology to VCC Live Customer Support.
- If Subscriber would like to add a new IP address (especially issues related to SIP trunks), at first Subscriber must check the connection delay between

new IP address and VCC Live server IP address which has to be less then 250ms and the delay close to constant plus/minus 30ms from the average value (recommended software: mtr).

Content requirements of error notifications relating to the Service:
- account name(s)
- project(s)
- user(s)
- time at which error occurred
- error frequency
- telephone number of caller or party called
- email address or other identifier (e.g. name, ID)
- specification of interface
- detailed error description

4. Report and escalation levels on VCC Live side

1st level

Bug report and other issues: Please contact us via the above telephone numbers, e-mail address, or VCC Live Chat.

Reaction time:
- On workdays (Monday to Friday): 8:00 – 17:00 (CET), we aim to respond within 30 minutes
- Out of office hours requests: next workday morning by 10:00 (CET) at the latest

New request for SIP trunk: send your request to your VCC Live Key Account Manager (KAM)

Reaction time:
- On workdays (Monday to Friday): 8:00 – 17:00 (CET), we aim to respond within 4 hours
- Out of office hours requests: next workday morning by 12:00 (CET) at the latest

2nd level

If you do not receive a reply from support or KAM by 16:00 CET the following workday, you can escalate the bug/issue/request to the second level:
- ***Bug report and other issues***: Head Of Customer Care: headofcc@vcc.live

- ***New request for SIP trunk:*** Head of Key Account Management: headofscm@vcc.live

If the problem falls outside VCC Live's direct jurisdiction (third party supplier or other), VCC Live will send the Subscriber's report to the relevant party for them to resolve.

Annex 4 – Quality Target Values, Compensation

1. Definitions

1.1 Data Retention

Client Data Unit: Client Data generated in a system of the VCC Live Service, which is limited to and includes exclusively the following cases:

- 1 recorded audio file
- 1 record (client relations)
- 1 project set-up
- 1 user event
- data associated with 1 call / exchanged message (such as CDR, email or text message)

Storage Process: means a process spanning from the generation and modification of Client Data through to the implementation of Safe Storage, which normally takes a very short period of time, usually no longer than a few seconds. These processes may include ones that may not be rendered redundant. The latter category includes the generation of recorded audio files.

Safe Storage means saving Client Data on the data storage devices on more than one servers. The data stored in the database are replicated asynchronously on a continuous basis and are backed up at maximum 24-hour intervals. Files (typically recorded audio files) are stored on at least three different servers.

Stored Data means the totality of Client Data Units in Safe Storage.

Lost Data: means the Stored Data that are lost or destroyed during Safe Storage, unless at the Subscriber's request or due to the termination of the Contract.

For the purposes of calculating availability, the number of data lost needs to be compared to the total number of Data Units generated (which equals, for a given calendar period 1 - lost data / total data)

Data losses due to reasons within the control of the Subscriber (including in particular End User requests, instructions and settings) or those attributable to End User's negligence shall not constitute data loss attributable to the Service Provider.

1.2 Availability (SL)

Primary Functions mean the services which are of paramount importance from the perspective of business continuity, are immediately noticeable by Third Parties (particularly by Subscriber's clients) and hence may adversely affect Subscriber's image, for instance:

- Essential and indispensable features of the User Interface (such as login or project selection)
- Real time incoming communication channels: managing incoming calls

Secondary Functions mean services whose absence can not be detected within a short period of time (10-15 minutes) by Third Parties, and which only partially affect the Subscriber's business continuity, such as

- Those features of the User Interface that are necessary for fast decision-making and intervention (e.g. project management, user management, database modification, script editing, real-time monitoring, IVR and queue editing)
- Real-time outbound communication channels: outgoing calls
- Non-real-time individual communication channels: email, SMS

Tertiary Functions mean services whose absence is completely undetected by Third Parties, and which do not affect or hardly at all affect the Subscriber's business continuity, such as:

- Non-essential features of the User interface (e.g. statistics, quality assurance feedback, internal chat, accessing/listening to recorded audio files etc.)
- Accuracy, availability and delay (postponement) of statistics and reports
- Outbound batch channels: dialer, batch email and batch SMS send

Quaternary Functions: those services for the absence of which the Service Provider accepts no liability whatsoever, as they can only be used in a test capacity, such as functionalities in alpha and beta test stage or they result from other display, ergonomical or design errors.

Maintenance: A pre-notified system shutdown defined by the Service Provider in this Contract due to the update, repair or maintenance of the network, hardware and

software components of the Service resulting in limited usability, or a full system shutdown.

Incident means the disorder or breakdown of a function, which prevents the use of the VCC Live Service, not including shutdowns due to Maintenance.

Major Incident means incidents
- that affect Primary Functions, Secondary Functions or Tertiary Functions and
- such that hinder the proper job performance of minimum 10% or at least 5 of the Subscriber's End Users who actually use or intend to use the VCC Live Service, and
- where the given function can not be substituted in part or in full by means of an alternative function (workaround).

Minor Incident means any incident not classified as a major incident.

Troubleshooting means the process between the Service Provider learning about an Incident (typically upon it being reported by the Subscriber) and the elimination of the Incident.

Proper Status means the status when the VCC Live Service is not subject to Troubleshooting due to a Major Incident.

Annual Availability: total time in Proper Status over the given calendar year.

Monthly Availability: total time in Proper Status over the given calendar month.

The Service Provider logs each Major Incident including a description and the cause of the error and future preventive action. Upon request by a Subscriber affected by a certain Incident, Service Provider sends to the Subscriber the relevant sections of the incident log in no more than 3 business days.

The Service Provider has the exclusive right to classify incidents by severity and the type of services affected by an incident.

Loss of service due to reasons within the control of an End User (including in particular reasons not attributable to the Service Provider) or those attributable to the End User's negligence shall not constitute loss of service attributable to the Service Provider.

2. Quality Target Values

(1) As defined in this Contract, the Service Provider stores Client Data in a redundant manner and operates stand-by systems to ensure that the service is made available on a continuous basis.

(2) As the Service Provider does its best to minimize the potential loss of data and to ensure the highest possible level of availability, it continuously develops its PDCA (Plan, Do, Check, Act) business, IT, information security and business continuity processes designed under the ISO 27001 and ISO 22301 Standards.

3. Data Protection Target Value

(1) Certain circumstances may give rise to a failure to save data or the destruction or irreversible modification of saved data.

(2) For the purposes of this Contract, the Service Provider's **Annual Data Protection Target Value for any data under Safe Storage** is 99.99% (such as voice files, uploaded Client Data).

4. Availability Target Value

(1) The Service Provider classifies the functions making up the components of the Service into three groups pursuant to this Contract depending on
   a) the potential impact of the loss or erroneous operation of the given function on the Subscriber's and the Service Provider's reputation
   b) the degree to which the loss or erroneous operation of the given function affects the Subscriber's business continuity, and
   c) the material loss and extra cost incurred by the Subscriber as a result of the loss or erroneous operation of the given function.

(2) Service Provider's **Annual Availability Target Values** for PROFESSIONAL, MULTICHANNEL and PREMIUM packages:
   a) For Primary Functions: 99.5%
   b) For Secondary Functions: 99.0%
   c) For Tertiary Functions: 95%

5. The Extent and Payment of Compensation

(1) The average of license fees paid in the calendar year to date shall be deemed to constitute the amount to be used as the basis for compensation (hereinafter: the Monthly Fee).

(2) In the event that the Service Provider fails to meet its Annual Data Retention Target in the given calendar year, the Service Provider is obliged to pay compensation equaling the Monthly Fee.

(3) In the event that the Service Provider fails to meet its Annual Availability Target in the given calendar year, the Service Provider is obliged to pay compensation equaling two Monthly Fees.

(4) The Service Provider is obliged to pay/credit compensation and the Subscriber may initiate extraordinary termination only in case the Subscriber notifies its compensation claim to the Service Provider. The Subscriber can file his complaints up to one year after which the claim emerges. The Service Provider has 30 days to examine the legitimacy and the extent of the compensation and to notify the Subscriber thereof.

(5) In the event that the Subscriber gives notice of termination of the Contract with reference to a failure to meet the quality target, the Service Provider shall pay the amount of compensation within thirty (30) days after the Contract terminates or shall credit the amount of compensation to the Subscriber's Balance in eight (8) days.

Annex 5 - VCC Live Pay technical safety training and minutes

Training Guidelines

CRITERIA	TASKS
Avoidance of compromise	Should any card data be detected, the VCC Live Customer Service must be immediately notified
IT security policy training	Learning the relevant sections of the IT security policy
Access management	The agents can only work with the VCC Live Pay service on password-protected PCs
Locking idle computers	Automatic locking after 5 minutes of idling
Avoiding computer integrity threats	Messaging and social media applications can not be used on computers running the VCC Pay service
Software protection for computers	Mandatory use of anti-virus software, connecting to the internet through a firewall
Physical protection for computers	All empty rooms should be locked
Visitor management	Visitor records should be kept
External and mobile device management	It is forbidden to connect external data carriers to computers that run the VCC Live Pay service and it is forbidden to use mobile devices for work Network management policy Computers that r
Network management policy	Computers that run the VCC Live Pay service can only connect to the network through the UTP cable.

Training Minutes

Subscriber's name: <company name> (registered office: …………, company registration number: …………, tax number: …………)

Contract number: ………..

By signing this document, we, the undersigned, confirm that we have listened to, understood and accepted as binding on us the IT security information and procedural rules pertaining to the above topics and we declare that we will comply with them during our work.

NAME OF PARTICIPANT	SIGNATURE OF PARTICIPANT	DATE	TERM

Date:………………………………

………………………………………
name of trainer

…………………………………
signature of trainer

Annex 6 – Third Party Services

VCC Live Group Zrt. and its subsidiaries, as data processors, process (e.g. store, modify, forward, delete) data managed by the Subscriber and uploaded to the Service Provider's system in accordance with the Subscriber's instructions. In accordance with the instructions of the Subscriber, as data controller, the Service Provider may transfer data to the relevant third parties as below for additional processing.

Email message (except via SMTP)

Service Provider: Mailgun (Mailgun Technologies Inc., 535 Mission St., San Francisco, CA 94105, https://www.mailgun.com/)

To consult the provisions on data protection see: https://www.mailgun.com/privacy

Forwarded data: Data disclosed by the Subscriber (email address, subject, content)

SMS message

Service Providers:

- SeeMe (Dream Interactive Kft., 1027 Budapest, Medve u. 24., https://seeme.hu/)
  To consult the provisions on data protection see: https://seeme.hu/szerzodesi-feltetelek
  Forwarded data: Data disclosed by the Subscriber (phone number, content)
- INFOBIP Ltd. (5ft Floor, 86 Jermyn Street, London SW1Y 6 AW, https://www.infobip.com/en/platform/messaging/sms)
  Forwarded data: Data disclosed by the Subscriber (phone number, content)

VCC Live Pay

Service Providers:

- OTP Bank Nyrt. (1051 Budapest, Nádor u. 16., https://www.otpbank.hu/portal/hu/fooldal)
- SimplePay (OTP Mobil Kft., 1093 Budapest, Közraktár u. 30-32., http://simplepartner.hu/online_fizetesi_szolgaltatas.html)
- Worldpay (http://www.worldpay.com/global/products/online-card-payments)

Forwarded data: Data disclosed by the Subscriber's client for payment purposes (e.g. bank card number, expiry, CVC code, name on bank card, email address, product data etc.)

VCC Live Storage

Google Cloud Platform (Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland, https://cloud.google.com/storage/docs/bucket-locations)

VCC Live Text-to-Speech

Service Provider(s):

- Google Ireland Limited (Gordon House, Barrow Street, Dublin 4, Ireland)

  To consult the provisions on data protection see: https://cloud.google.com/terms/cloud-privacy-notice

  https://cloud.google.com/terms/data-processing-terms

  Forwarded data: Data disclosed by the Subscriber (text content to be converted into audio using the VCC Live Text-to-Speech feature)

  In the event of a deletion request, Google will permanently delete data from its systems within a maximum of 180 days in accordance with clause 6 of the Data Processing and Security Terms referred to above.

VCC Live Speech-to-Text

Service Provider(s):

- Google Ireland Limited (Gordon House, Barrow Street, Dublin 4, Ireland)

  To consult the provisions on data protection see: https://cloud.google.com/terms/cloud-privacy-notice

  https://cloud.google.com/terms/data-processing-terms

  Forwarded data: Data disclosed by the Subscriber (audio content to be transcribed using the VCC Live Speech-to-Text function)

  In the event of a deletion request, Google will permanently delete data from its systems within a maximum of 180 days in accordance with clause 6 of the Data Processing and Security Terms referred to above.

VCC Live Language Detection

Service Provider(s):

- Google Ireland Limited (Gordon House, Barrow Street, Dublin 4, Ireland)

  To consult the provisions on data protection see: https://cloud.google.com/terms/cloud-privacy-notice

  https://cloud.google.com/terms/data-processing-terms

  Forwarded data: Data disclosed by the Subscriber (first 100 characters of incoming e-mails)

  In the event of a deletion request, Google will permanently delete data from its systems within a maximum of 180 days in accordance with clause 6 of the Data Processing and Security Terms referred to above.

In the event that the Subscriber uses any of the aforementioned services, it authorizes the Service Provider to transfer the data managed by the Subscriber to a Third Party to the extent necessary for performing the service.

The Subscriber shall become familiar with the data protection terms and conditions of these services before using them. The Subscriber accepts the data protection and contractual terms of the service providers listed above by beginning to use their services.

Annex 7 - List of Data Centers

The Service Provider shall store the Client Data in one or more of the contracted physical or cloud-based data centers chosen in the Individual Subscription Contract.

Subscriber may select from the following data centers in the Individual Subscription Contract.

Physical data centers:
- HU-01 Magyar Telekom Nyrt.
  - seat address: 1013 Budapest, Krisztina krt. 55.
  - storage location: 1087 Budapest, Asztalos Sándor út 13.
  - certificates: ISO 27001
- HU-02 Invitel Távközlési Zrt. Data Center
  - seat address: 2040 Budaörs, Edison u. 4.
  - storage location 1108 Budapest, Kozma u. 2.
  - certificates: ISO 27001, ISO 20000
- KE-01 East-Africa Data Centre
  - storage location: Sameer Industrial Park, Nairobi, Kenya

Cloud-based data centers:
- AU-01 Vultr Holdings LLC.
  - seat address 14 Clifford Ave., Suite 300, Metropark South, Matawan, NJ 07747
  - storage location Sydney, Australia
- US-01 Vultr Holdings LLC
  - seat address 14 Clifford Ave., Suite 300, Metropark South, Matawan, NJ 07747
  - storage location Miami, FL, USA

Annex 8 - SIP Trunk delivery process

1. Installation of new SIP trunk

After VCC Live receives the order form with the relevant information, we get in touch with the technical contact noted on the form by 16:00 CET in 2 workdays to begin discussions regarding the installation process. The management contact noted on the form will be included in the conversation. If every technical detail is approved by both parties and so that there are no technical objections, then on the second workday, following the approval of VCC Live, VCC Live will build its their own side and will contact the provider's technical contact to begin testing.

2. Technical requirements

- Signaling: SIP ACL, SIP Registration
- Codec: G.711 (PCMA, PCMU 20ms)
- DTMF: RFC2833
- VAD (RFC3389): Disabled
- Phone number format: CC+AC+SN e.g.: 3619997400
- CallerID number format: CC+AC+SN