VCC:Live
Contact Center Software

General Terms of Agreement for VCC Live Services

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1. The Subject Matter of the Subscription 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 are available to the Subscriber on Service Provider's website.

(5) The Subscriber hereby confirms that by signing the Individual Subscription Contract 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 the Subscription Contract:

Service Provider: the business association 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 (hereinafter: "Service"): the entirety of the cloud-based professional contact center services provided by the Service Provider to the Subscriber.

General Terms of Agreement for VCC Live Services (hereinafter: "GTA"): present document, which forms part of the Subscription Contract.

Individual Subscription Contract: the contract concluded between the Service Provider and the Subscriber regarding the use of the VCC Live Service.

Subscription 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 of Agreement.

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 the Subscription 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.

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.

Project: A project is an independent functional unit that can be created in VCC Live Desk software. It can be defined as a unit of the modules available in it and the processes designed in accordance with the project's purpose. Within this framework, the user can define the incoming and outgoing workflows, the communication channels and dialing method used, the data source (database) and its structure and retrieve data on events/interactions within the project using reporting tools.

3. Subscription Contract

3.1 Execution, Term, Effect and Duration of the Individual Subscription Contract

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

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

(3) The Individual Subscription Contract is concluded on the day it is executed by both Parties and shall be valid for a definite or an indefinite period.

(4) The Individual Subscription Contract shall come into effect on the day it is signed by both parties and delivered to the Service Provider.

(5) The Service Provider shall provide the Subscriber with access to the Service within 5 (five) business days of receipt of the Contract signed by both parties 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 Subscription Contract.

3.2 Amendments to the Contract

3.2.1. Amendment to the GTA

(1) The Service Provider reserves the right to unilaterally amend this GTA.

(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 calendar (30) days in advance about any modifications and at least one (1) business day before any modifications introduced exclusively to the Subscriber's benefit.

3.2.2 Amendment to the Individual Subscription Contract

(1) The Service Provider reserves the right to unilaterally amend the Individual Subscription Contract - in a reasonable manner in the following parts and under the conditions:

a) any provision of the Individual Subscription Contract, if the modification is required by a change of legislation, new regulations taking effect or a regulatory decision;

b) the VCC Live service fee in the following cases:

- in the event of a change in legislation affecting the costs of the Service Provider, the entry into force of a new legislation or an official decision by authority

- in the event of an increase in costs resulting from the Service Provider's contractual relationship with a third party, if the fee is directly included in the service fee.

c) contact details of the Service Provider related to error reporting and billing complaint

(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 calendar (30) days in advance about any modifications.

3.2.3. Fee adjustment in accordance with the Harmonised Index of Consumer Prices (HICP)

(1) Fees applicable to the VCC Live Service that are stipulated in the Subscription Contract - meaning the fees stated in the Individual Subscription Contract and Annex 1 of the present GTA - shall be increased once annually in accordance with the HICP level published in January by the Eurostat, but at least with the extent of 2%.

(2) The fee adjustment under this clause 3.2.3. shall be made annually within a maximum of 90 days after the official publication of the communication of the HCSO containing the consumer price index in January of the given year, based on the notification of the Service Provider. In the case of an annual licence, the fee adjustment will be made at the turn of the year.

(3) In accordance with the foregoing provisions, the fee adjustment shall take effect at least thirty (30) calendar days after the Service Provider's notification of the change in the fee, and from the month following the expiry of thirty (30) calendar days.

3.2.4. Termination by Subscriber based on modification

(1) If the amendment contains provisions detrimental to the Subscriber, the Subscriber is entitled to terminate the Individual Subscription Contract within 30 days to date of the entry into force of the amendments.

3.3 Termination of the Subscription Contract

(1) The Subscription 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) The Subscription Contract may be terminated with ordinary, extraordinary termination or by mutual agreement by applying the templates stated in Annex 9. of present GTA or by a legal declaration clearly expressing the intention to terminate, duly signed by the authorized person.

(3) Either Party may terminate the Subscription Contract in writing with 30 days' notice (ordinary termination).

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

(5) 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 (extraordinary termination).

(6) The Subscriber may terminate the Subscription 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.

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

(8) 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.

(9) 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 Subscription 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 Subscription 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 stated in subsection 3.3 (9) b), within 60 days after the termination of the Subscription Contract with the exception of the data that is required to be stored for a period by EU or Member State legislation.

(10) The provisions of paragraph (9) 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.

(11) The termination of the Subscription Contract shall take effect when it is received by the other party. The notice of termination shall be deemed to have been received

    a) in the case of postal dispatch, on the third day after posting in the letterbox

    b) in the case of dispatch by registered mail, on the day on which the addressee refuses to accept the item (registered mail with advice of receipt) or three days after the addressee fails to accept or collect the item (registered mail with advice of receipt)

    c) in case of sending by electronic mail, if the e-mail is available for downloading by the addressee, but no later than on the fifth (fifth) calendar day after the dispatch

    d) in all other cases, on the day on which the addressee could normally have become aware of the termination or maliciously fails to become aware of it

The period of notice shall begin on the day following date of receipt of the written notice of termination by the other Party (including the notice sent by electronic means).

Termination without notice shall take effect on the date of receipt of the termination letter by the other Party.

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

(13) In case of prepaid payment method, should the Subscription Contract terminate, the Service Provider shall settle accounts with the Subscriber in respect of any outstanding balances within 30 days after the termination.

(14) Upon termination of the Subscription 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 GTA

- 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

- In the case of a customer SIP trunk, the Service Provider's telecommunications network up to the SIP handover point.

- 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 workstations, 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 GTA and the Individual Subscription Contract. The Subscriber recognizes and understands that it may exercise the rights granted to the Subscriber in this GTA and the Individual 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 the Subscription 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.

(14) The Subscriber is obliged to notify the Service Provider in writing without delay, but not later than within 8 (eight) days in the case of any change in its company data. Otherwise, if an obligation to amend the invoice arises due to the delayed notification, the Service Provider shall be entitled to charge the administration fee set out in Section 3 of Annex 1 of this GTA.

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 GTA.

(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 GTA 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 the Subscription 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 Subscription 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) The Service Provider is entitled to invoice the fees as of the actual usage of the Service by the Subscriber, but at the start of service date specified in the Individual Subscription Contract at the latest. The Subscriber is obliged to pay the licence fee of the minimum number of users specified in the Individual Subscription Contract, even if the actual usage in the given month did not reach that minimum number of users.

(3) 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.

(4) The Service Provider delivers all its invoices to the Subscriber by making them available on the VCC Live Desk interface to users with the appropriate financial authorization. The Service Provider sends the invoices by post only upon the specific request of the Subscriber.

(5) In the case of an annual licence, the invoice for the first month concerned will include the amount of the annual fee as a separate item, indicating the period, in a lump sum.

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. In the notification section of the bank transfer, the Subscriber is obliged to indicate the serial number of the Proforma Invoice and the name of the Subscriber Account. 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 250 EUR. (Hereinafter the "Minimum Payment Obligation").

(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) If the Subscriber tops up its Balance at least three times in a row below the "Minimum Payment Obligation", the Service Provider is entitled to charge an administration fee to the Subscriber as set out in Annex 1 of present GTA.

5.1.2. Invoicing

(1) The Service Provider issues a prepayment invoice for the amount transferred by 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 as stated in section 5.1.3 of this GTA. The Subscriber will be notified prior to the limitation of Service.

(6) The Subscriber may file a complaint against the final bill until the expiry of the payment deadline. 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 Subscription 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. The Service cannot be used.

(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 shall immediately terminate the restriction pursuant to paragraph (1) at the request of the Subscriber, if the Subscriber terminates the reason for the restriction and the Service Provider becomes aware of it.

(4) 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 Individual Subscription Contract. The Service Provider may use the security deposit if the Subscriber fails to pay its debt by the deadline indicated on the invoice, the Subscriber has not challenged the invoice and the Subscription Contract is terminated.

(2) The amount of the security deposit shall be revised each calendar quarter or upon the amendment of the Individual Subscription 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 Subscription 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.

(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. The Service Provider investigates the invoicing complaints indicated by the Subscriber within 30 days. The Service Provider notifies the Subscriber by e-mail of the result of the investigation.

5.2.4 Restriction

(1) In the event that the Subscriber has any unpaid fees and fails to pay them within the deadline specified on the invoice, the Service Provider may restrict the service as follows until such time as the fees are duly paid:

Level of restriction	The restriction process
Level 1	A payment reminder will be sent to the Subscriber on the day following the expiry of the payment deadline indicated on the invoice and a payment deadline warning message will be activated in the VCC Live Desk Software.
Level 2	On the second day after the due date of the invoice, the supervisor/admin users will be restricted.
Level 3	Restriction of access for all users on the third day after the expiry of the payment deadline indicated on the invoice. The Service cannot be used.

(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 shall lift the restriction referred to in Subsection (1) above without delay, if the Subscriber eliminates the reason for the restriction and duly notifies the Service Provider thereof.

(4) Instead of or after the restriction according to paragraph (1), the Service Provider is entitled to terminate the Subscription Contract as stated in paragraph (7) of section 3.3 of this GTA.

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 this GTA 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 GTA 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 the Subscription 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 may carry out maintenance not exceeding 4 hours of downtime per calendar quarter (up to a maximum of 3 occasions), and shall warn the Subscriber thereof 30 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.

(6) The updating of a non-current version of VCC Live Desk software can only be guaranteed, if it is not more than 10 versions earlier. For older versions you may need to install the latest version of the software from https://vcc.live/download.

7. Right of Use

(1) The Subscriber understands that VCC Live Group Zártkörűen Működő Részvénytársaság (registered office: 1112 Budapest, Balatoni út 2/A. 5. em., company registration number: 01-10-141046, tax number: 24670023-2-43) (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. Under the contract concluded between the Rights Holder and the Service Provider, the Rights Holder has authorized the Service Provider to provide the Software in the framework of the Services and to provide the use of the Services for the subscribers who conclude Subscription Contract with the Service Provider (licence).

(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.

(3) The Subscriber recognizes and understands that no title to the Software or any element thereof is transferred to the Subscriber under the Subscription Contract. The right to use specified in the Subscription 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 GTA;

- 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; unique development needs require separate agreement.

(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 the Subscription 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 the Subscription Contract.

(2) During the term and after the termination of the Subscription 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 the Subscription 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 the Subscription 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 Subscription 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 of the Individual Subscription Contract and without the breach of the Subscription 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 the Subscription 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 the Subscription Contract for any reason.

9. Services

9.1 Licence fee based 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 for Salesforce

(1) VCC Live for Salesforce is an application available on Salesforce AppExchange platform, which enables users to directly connect to a complex contact center solution without the need to leave Salesforce's platform. VCC Live Desk service is a part of VCC Live for Salesforce

(2) To use VCC Live for Salesforce it is required that a Salesforce Professional or higher (Enterprise, Unlimited) package subscription is available and Salesforce Lightning is used. VCC Live for Salesforce is compatible with Salesforce Sales Cloud and Service Cloud. The Subscriber shall arrange for the conclusion of a contract with the service provider indicated in Annex 6 of this GTA for the use of the VCC Live for Salesforce service.

(3) Through access to the VCC Live Desk software, it is possible to conduct contact center activities and perform voice calls. The availability of certain functions and features and the number of available licenses in VCC Live for Salesforce is determined on the basis of the service package purchased.

9.2 Unique services

9.2.1 Additional services

9.2.1.1 Emailing

(1) With the email management available in VCC Live Desk, it is possible to send individual emails by agents, as well as automatic or bulk emails following events recorded in the system. Email sending is supported via the VCC Live platform, in which case the Service Provider will use the third party service indicated in Annex 6 of these GTA, or via the SMTP server managed by the Subscriber as well.

9.2.1.2. Project management

(1) The project management available in VCC Live Desk allows you to group users' work and interactions with clients. Actual work is possible in active projects.

9.2.1.3 External extension

(1) With the VCC Live External Extension service, individual phone extensions outside of VCC Live can be registered in the VCC Live application to enable users to manage outgoing and incoming calls through VCC Live.

9.2.1.4 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, and 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 the contracts required for using the VCC Live Pay service, to be concluded with one of the payment service providers stated in Annex 6. of this GTA, 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 or touch screen 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 this 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 this GTA. All other aspects of invoicing and payment of the fees shall be subject to the provisions of Section 5 of this 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).

9.2.1.5 VCC Live Storage

(1) VCC Live Storage is a cloud-based storage service that stores voice files, emails and backups related to VCC Live Desk. The Service Provider stores data on its own servers in one of the physical data centers specified in Annex 7 to this GTA.

(2) The Service Provider provides 10 GB storage space for the Subscriber as part of the Subscription Packages free of charge. The monthly fee of the storage service is determined based on the amount of data stored on the last day of the month. If the volume of data to be stored exceeds 10 GB, the Service Provider may charge a fee as stated in Annex 1 section 3 of present GTA.

9.2.1.6 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.

(2) The VCC Live voice file archiver program archives the audio files stored by the Service Provider. The Service Provider stores the audio files generated during Subscriber's contract center activities 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.

9.2.1.7 VCC Live AVMD (Automatic Voice Mail Detection services)

(1) Automatic Voice Mail Detection is a service that detects and screens out calls that are answered by an answering machine, based on the identification of background noises associated with pre-recorded messages.

(2) The Automatic Voice Mail Detection service can be manually enabled in the Subscriber's account by the Subscriber. Enabling Automatic Voice Mail Detection requires an initial test phase. During the test phase, your Automatic Voice Mail Detection settings are adjusted in order to be able to recognize answering machines for phone calls coming from a specific country or a telecommunications service provider's phone number.

(3) Using the VCC Live Desk software, the Subscriber can configure what should happen in the call flow when the Automatic Voice Mail Detection service detects that a call is being answered by an answering machine. The call can be immediately ended and the record can be allocated a disposition, or the End User can be transferred to an inbound process or another project in the VCC Live Desk software.

9.2.1.8 Outbound IVR

(1) VCC Live's Outbound IVR solution is an agent-less dialing solution where the call is forwarded to a selected IVR when the customer answers. In the selected IVR, customized processes can be built with the available functionalities, either fully automated or routing calls to an agent queue.

9.2.1.9 Dashboard

(1) VCC Live's Dashboard solution displays system-related performance with unique and customisable KPIs. The Dashboard can also be customized with alerts and can also be displayed from a browser.

9.2.1.10 VCC Live BI Integration

(1) The VCC Live BI integration enables a direct integration between VCC Live and Google BigQuery, which enables the visualization of data in Looker Studio (previously Google Data Studio), Microsoft Power BI, Tableau or any other data visualization platform. It is possible to parameterize what data shall be sent from VCC Live to BigQuery where custom dashboards can be created and shared across the organization.

9.2.1.11 VCC Live Voicebot

(1) The Voicebot integration in VCC Live Desk is able to transcript the voice of a customer during a phone call and based on that detect the intent of it and select a possible answer from parameterized responses, which can create a full conversation with the customer. This is performed with an API integration offered by a 3rd party provider and based on machine learning technology. The functionality is available in more than 100 languages.

(2) The Subscriber shall arrange for the conclusion of a contract with the service provider indicated in Annex 6 of this GTA for the use of the VCC Live Voicebot service.

9.2.1.12 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.

9.2.1.13 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.

9.2.1.14 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

9.2.1.15 VCC Live Messaging Flow

(1) With the help of VCC Live Messaging Flow, automatic messaging can be set up for all messaging platforms available in VCC Live connected via the Messagebird interface. With the help of this service, customers have the possibility to offer various selection choices for their clients and based on that navigate the customers to different business processes.

(2) The service provider provides access to the interface of Messagebird, where using the available functionalities unique processes can be set up.

9.2.1.16 VCC Live Campaign Manager

(1) VCC Live Campaign Manager is capable of handling databases of Customer data (loaded manually or via API) and filtering them manually or automatically to different segments, which can be manually or automatically loaded to projects in VCC Live Desk, which simplifies the creation of campaigns.

(2) VCC Live Campaign Manager is an additional module to VCC Live Desk, enabling it requires additional manual setup. Using the VCC Live Campaign Manager means that existing functions of VCC Live Desk, like the manual importing of databases are still available.

9.2.1.17 VCC Live Voice Authentication

(1) The Voice Authentication in VCC Live Desk based on a pre-recorded voice file of the customer is able to determine whether the same customer is talking on a phone call or not. This is performed with an API integration offered by a 3rd party provider and based on machine learning technology. This solution can help automate customer identification and prevent fraud attempts. The functionality works in every language and is therefore independent of the customer's dialect.

(2) The Subscriber shall arrange for the conclusion of a contract with the service provider indicated in Annex 6 of this GTA for the use of the VCC Live Voice Authentication service.

9.2.2 SIP trunk

9.2.2.1 Installation of new SIP trunk

After VCC Live receives the order form with the relevant information, Service Provider gets in touch with the technical contact noted on the form within 5 workdays to begin discussions regarding the installation process. The management contact noted on the form will be included in the conversation. Provided all technical details are approved by both parties and there are no technical obstacles, then within three working days, following the approval of VCC Live, VCC Live will build its own side and will contact the provider's technical contact to begin testing.

9.2.2.2 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

9.2.3 Support services

9.2.3.1 Training

(1) Service Provider, upon Subscriber's request, provides online or in-person training on a predefined topic in order to enable the Subscriber to learn how to operate the VCC Live system independently, correctly and efficiently.

9.2.3.2 Consultancy on system usage

(1) Service Provider, upon Subscriber's request and based on its needs, provides ad hoc advice on the use of VCC Live and the appropriate settings of its functions.

(2) At the Subscriber's request, when logging into the Subscriber's system, Service Provider helps to perform settings, searches and compiling reports.

(3) The Subscriber shall not instruct Service Provider's employee to carry out any activity related to the modification of any personal data on the VCC Live Desk interface, such as deletion of voice files, transcription on customer date. Service Provider shall not be liable for any damages arising therefore, it shall be deemed to have made such modification as if it had been made by an employee of the Subscriber giving instructions to the Service Provider.

9.2.3.3 Business consultancy

(1) The Service Provider, at the Subscriber's request, provides professional call-, contact centre (eg. process, organisational) advice to the Subscriber based on its industry experience, during which the Service Provider will propose solutions to the problems raised by the Subscriber.

9.2.3.4 IVR voice over recording

(1) At the Subscriber's request, Service Provider records and edits audio files playable in the IVR menu in English or Hungarian.

(2) Service Provider shall, after prior consultation with the Subscriber, make a written offer regarding the subject, deadline and price of the IVR voice over recording.

9.2.4 Engineering services

9.2.4.1 Specific development

(1) At the Subscriber's request, Service Provider will, on a case-by-case basis, make enhancements to the VCC Live System, such as integration between VCC Live and the Subscriber's system, changing a feature of VCC Live or, where applicable, developing a completely new feature, custom report.

(2) Service Provider shall, after prior consultation with the Subscriber, make a written offer regarding the subject, deadline and price of the specific development.

(3) If the expected working hours exceed 40 hours, the Parties shall agree on the conditions od the specific development in a separate agreement.

(4) The development fee is charged after the development has been tested and accepted by the Subscriber. The Subscriber shall signa Certificate of Completion to confirm acceptance of the development prior to usage.

(5) The Service Provider is free to use, further develop and make available to others the specific developments based on the copyright and usage rights stated in present GTA free of charge or as a paid service, and the Subscriber is not entitled to any business results and other fees resulting from them. The Service Provider undertakes to make the individual statements prepared for the Subscriber available only to the Subscriber's group of companies.

(6) The Subscriber warrants that his/her individual development request does not infringe the copyrights and other rights of others and the Subscriber shall be fully liable to the Service Provider for any damages.

(7) The Subscriber acknowledges that the availability and compensation rules of these GTA shall not apply to malfunctions and outages caused by the specific developments specified in this clause - except in the event that the Service Provider makes the development widely available.

9.2.4.2 System operation

(1) At the Subscriber's request, the Service Provider shall, to the best of its professional knowledge, provide ad hoc or regular advice and assistance in connection with the operation of network, telecommunications and other IT equipment necessary for or related to the use of VCC Live, on the basis of the Individual Subscription Contract or a written order form.

(2) If the system operation exceeds 40 hours per occasion or 8 hours per month in the case of regular operation, the Subscriber and the Service Provider shall agree on the conditions of system operation in a separate agreement.

(3) The Subscriber acknowledges that the availability and indemnity provisions of these GTA shall not apply in the event of any failure, limitation or interruption in the use of the VCC Live system in connection with the operation of the equipment specified in this clause.

(4) The Subscriber acknowledges that any and all liability for damages arising from the operation of the equipment specified in this clause is excluded, including, where applicable, damages arising from equipment failure.

9.3 Fee for unique services

(1) The fees for the services referred to in clause 9.1 and 9.2 are available in Annex 1 of this GTA.

(2) The Service Provider is entitled to invoice the unique services specified in clause 9.2 together with the regular services or separately, according to the payment method specified in the Individual Subscription Contract.

(3) The Service Provider shall provide a maximum of 4 hours per month consultancy of system usage (9.2.3.2) and business consultancy (9.2.3.3) free of charge. Unused time cannot be carried over to the following month. The Service Provider is entitled to invoice for any activity exceeding 4 hours.

9.4 Channels

9.4.1 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.

9.4.2 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.

9.4.3 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.

9.4.4 VCC Live Chat

(1) The Subscriber's agent and its customers and website visitors can use the Service to exchange instant text messages with each other.

(2) The Live Chat application allows website visitors to communicate with the Subscriber's agent through a chat window embedded in the Subscriber's web interface.

(3) Using the Chat App, the Subscriber's customers can communicate with the Subscriber's agent via Instant Message (IM) applications, such as Viber, WhatsApp, Messenger, which requires the use of a sub-processor as defined in Annex 6 to these GTA.

9.4.5 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. Suspension of services

10.1 Cases of suspension of services

(1) The services may be suspended for reasons in the interest of the Subscriber or the Service Provider, at the Subscriber's request and for reasons specified by law. If the suspension is due to a reason in the interest of the Service Provider, excluding the case of regular maintenance as defined in this GTA, or if the reason for the suspension is outside the interest of both parties, the Subscriber shall not be liable to pay any fee during the period of suspension.

10.1.2. Suspension for a reason in Service Provider's interest

(1) The services may be suspended as stated in section 6.2 of present GTA.

10.1.3 Suspension for a reason in Service Subscriber's interest

(1) If a winding-up, bankruptcy or liquidation order is made against the Subscriber, the Service Provider is entitled to suspend the services from the moment this circumstance occurs until the Subscriber provides a financial guarantee in the amount of 12 months' fee for the services.

10.1.4. Suspension at the Subscriber's request

(1) The Service Provider shall suspend the service at the Subscriber's request. The maximum duration of the interruption that may be requested is 1 (one) year.

(2) If the Service is suspended at the Subscriber's request, the Subscriber shall pay 1 (one) admin licence fee for the duration of the suspension, as well as the fixed costs (e.g. hosting service, telephone number maintenance, SIP trunk fee).

(3) Upon the Subscriber's written request, the Service Provider shall reinstate the services within 5 workdays before the end of the definite term, and shall notify the Subscriber of the restoration. The Service Provider will not charge extra costs for the reinstatement of the services.

11. 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 GTA shall be based on the Central European time zone (CET).

(3) The potential invalidity or subsequent voiding of certain provisions of this GTA 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) The Subscription 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 the Subscription 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.

12. Attachments, Enclosed Documents

(1) These Annexes are integrated into and are not severable from this GTA:

- 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: Draft letter of termination

(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 12 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. Licence fee

The licence fees are stated in the Individual Subscription Contract.

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

The number of workstations and administrator users shall be defined in advance and specified by the Parties in the Individual Subscription Contract. The number of workstations 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 workstations cannot be fewer than the minimum number of workstations specified in the Individual Subscription Contract.

Subscriber has the option to switch to annual billing. It is possible to set up a licence with annual billing from the first day of the month. The number of workstations can only be increased from the 1st of the month following the month in question, no reduction is possible. In the case of an increase in the number of admin users during the month, the Subscriber shall pay the full monthly fee, and in the case of an increase in the number of agents, the Subscriber shall pay for the given license in the month in question on a per-minute basis.

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.

Subscriber understands that the Service Provider will only provide telecommunication services to Subscriber if all technical and contractual conditions are met and Subscriber complies with any requests in this regard.

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 3. 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. Other fees

ADDITIONAL SERVICES		
Emailing 0 - 1000 email/month above 1001 email/month	0 EUR 0,009 EUR 0,005 EUR	/email /email (in case using VCC Live mail server) /email (in case using SMTP server)
Increasing the number of projects (above 300 projects)	17 EUR	/month/10 projects
Increasing the number of active projects (above 50 active projects)	17 EUR	/month/10 projects
External extension	69 EUR	/month/10 extensions
VCC Live Pay monthly fee 0-5000 transactions 5001-10000 transactions 10001-30000 transactions	464 EUR 694EUR 923 EUR	/month
VCC Live Storage 10 GB above 10 GB	0 EUR 23EUR	/month /month/100GB
VCC Live AVMD 1 000 - 500 000 outbound calls 500 000 - 1 000 000 outbound calls over 1 000 000 outbound calls	0,12 EUR or 56 EUR 44 EUR 33 EUR	/detection /100 000 outbound call/month /100 000 outbound call/month /100 000 outbound call/month (those outbound calls are considered where the service is activated. The fee is applied when a new set of 100 000 calls is initiated.)
Outbound IVR monthly fee 1 channel 2-5 channels 6-10 channels 30 channels 100 channels 250 channels 500 channels	31 EUR 155 EUR 311 EUR 622 EUR 1244 EUR 2488 EUR 3734 EUR	/month /month /month /month /month /month /month
Dashboard	23 EUR	/month/dashboard
VCC Live BI integration	167 EUR	/month/3 riports
VCC Live Voicebot	319 EUR	/month
VCC Live Text-to-Speech	117 EUR	/month
VCC Live Speech-to-Text	117 EUR 28 EUR	/month (5 hours of audio processing) /each additional 5 hours of audio processing being started
VCC Live Language Detection	112 EUR	/month
VCC Live Messaging Flow	555 EUR	/month

VCC Live Campaign Manager	333 EUR	/month
VCC Live Voice Authentication	222 EUR	/5 channels/month
SIP Trunk (between the provider chosen by Subscriber and the Service Provider)		
One-time fee for SIP trunk installation (4 hours setup time included)	923 EUR	/trunk
SIP trunk installation, configuration fee (above the included 4 hours setup time)	117 EUR	/hour
SIP trunk monthly fee (30 channels)	117 EUR	/month
Per-minute fee (audio recording, call forwarding)	0,0096 EUR	/minute
SIP trunk fee in case of use of VCC Live Pay (voice recording, voice transmission)	0,025 EUR	/minute
SIP trunk maintenance (first hour is for free)	87 EUR	/hour
SUPPORT SERVICES		
Training	69 EUR	/hour/instructor
Consultancy on sytem usage	69 EUR	/hour/consultant
Business consultancy	86 EUR	/hour/counselor
IVR voice over recording	66 EUR	/hour
ENGINEERING SERVICES		
Developer hourly fee (for specific development)	145 EUR	/hour
System operation fee	104 EUR	/hour
ADMINISTRATIVE SERVICES		
Reactivation fee in case of restriction	69 EUR	/occasion
Fee for reminder of payment	16 EUR	/occasion
Fee for demand for payment	16 EUR	/occasion
Administration fee	11 EUR	/occassion

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

The amount of the monthly flat-rate items in the above table 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 amount cannot be fewer than the minimum specified in the Individual Subscription Contract.

Annex 2 – Notice on the processing of personal data

In order to comply with the provisions of the Subscription Contract 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 (https://edpb.europa.eu/about-edpb/about-edpb/members_en) .

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 Service Provider 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 Service Provider 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

3.1.1. 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 Agents, 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 GTA, to maintenance and other notifications, and—in case of error reporting—the identification of the person reporting the error.	The legitimate interest of Subscriber, as third party GDPR article 6 (1) f	5 (five) years from the end of the end-user status. If the person's end-user status remains in effect until the termination of the Subscription Contract, then for a period of 5 (five) years after the termination of the Subscription Contract
Name, phone number, and e-mail address of the Contact	Promotion of the performance of the Subscription Agreement and the monitoring thereof.	The legitimate interest of the Subscriber and the Service Provider GDPR Article 6. (1) f	5 years from the date of the termination of the contact person's status. If the contact person status of the person concerned exists until the termination of the Subscription Contract, then for a period of five (5) years from the termination of the Subscription Contract.

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	The legitimate interest of the Subscriber and the Service Provider GDPR Article 6. (1) f)	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	The legitimate interest of the Subscriber and the Service Provider GDPR Article 6. (1) f)	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	The legitimate interest of the Service Provider GDPR Article 6. (1) f)	1 year from creation
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) Performance of the agreement 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)

3.1.2. In order to provide notifications about the VCC Live Service, the Admin User who is automatically created when creating the Subscriber Account, will receive the following notifications from Service Provider to its email address provided in VCC Live Desk:

a) technical: system notifications and error messages

b) financial: balance notifications, invoicing

c) legal: contract related notifications

d) security: security notifications

3.1.3 In VCC Live Desk we also provide an opportunity for Admin Users to subscribe to the VCC Live marketing newsletter. The newsletter can only be sent after the explicit consent has been given by ticking the box [legal basis for data management: Article 6. (1) GDPR]. The consent to data processing for this purpose may be withdrawn at any time; the withdrawal of the consent shall not affect the lawfulness of the processing carried out on the basis of the consent before its withdrawal. The cancellation notice can be made by clicking on the unsubscribe link in the newsletter or by sending an email to marketing@vcc.live.

Term of data processing: until the withdrawal of the consent or the termination of the Admin User status. The Service Provider uses a data processor to send the newsletter (transmitted data: name of the End User, company email address): HubSpot Ireland Limited (seat address: 662880, Two Dockland Central, Guild Street Dublin 1, Ireland, https://www.hubspot.com/ , data protection policy: https://legal.hubspot.com/privacy-policy). As part of the service provided by Hubspot, personal data may be transferred to the USA. According to the relevant legislation, the transfer of data to this third country is adequately guaranteed by the fact that VCC Live has entered into standard contractual clauses with this service provider.

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 the Subscription Contract — 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 uploaded, captured or created 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 in the Subscription Contract.

(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) 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.

(13) 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 the interface of VCC Live Desk Software from 6:00 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:

- United Kingdom: +44 208 638 0169

- Germany: + 49 30 21782516

- Hungary: +36 1 999 6400

- Romania: +40 317 106167

- Poland: +48 123 950 886

- United States of America: +1 302 498 8337

- Vietnam: +84 2844 581 466

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 or e-mail address.

- 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 or e-mail address.

Reaction time:

- On workdays (Monday to Friday): 8:00 – 17:00 (CET), we aim to respond within 1 hour
- Out of office hours requests: next workday morning by 12:00 (CET) at the latest

New request for SIP trunk: send your request to your VCC Live Customer Success Manager (CSM)

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 CSM 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 Customer Success Management: headofcsm@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, as well as non-detailed mediated services that are out of Service Provider's scope of control.

Maintenance: A pre-notified system shutdown defined by the Service Provider in this GTA 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 and personal data breaches. The definition of personal data breach and the procedure to be followed in the event of a personal data breach are set out in Annex 2 to this GTA.

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 GTA, 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 GTA, 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 GTA 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 VIRTUAL CONTACT CENTER (PROFESSIONAL), MULTICHANNEL SOLUTION 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 Subscription 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 Subscription 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 Live 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 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 (hereinafter referred to as Service Provider), as data processors, process (e.g. store, modify, forward, delete) data managed by the Subscriber and uploaded to the Service Provider's VCC Live Desk 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.

VCC Live Email (except via SMTP)

Third Party Service Provider:

- Mailgun (Mailgun Technologies Inc., 112 E. Pecan St. #1135 San Antonio, TX 78205 US, https://www.mailgun.com/)

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

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

VCC Live SMS

Third Party Service Providers:

- SeeMe (LINK Mobility Hungary Kft., 1062 Budapest, Andrássy út 68. B. ép. fszt. 2., https://seeme.hu/)

  To consult the provisions on data protection see: https://seeme.hu/dev_url_privacy/adatvedelem

  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)

  To consult the provisions on data protection see: https://www.infobip.com/policies/privacy-notice

  Forwarded data: Data disclosed by the Subscriber (phone number, content)

VCC Live Chat

Third Party Service Providers:

- Messagebird (Messagebird B.V, Trompenburgstraat 2C 1079 TX Amsterdam, The Netherlands, https://messagebird.com/)

  To consult the provisions on data protection see: https://messagebird.com/legal/privacy

  Forwarded data: Data disclosed by the Subscriber (social media and messaging platform connections, messages, content)

VCC Live Pay

Third Party Service Providers:

- SimplePay (OTP Mobil Kft., 1143 Budapest, Hungária krt. 17-19., https://simplepay.hu/)
- Worldpay (Fidelity National Information Services Inc., Jacksonville, Florida US, https://www.fisglobal.com/en/merchant-solutions-worldpay/large-enterprise-business/b2c-ecommerce/product-collection)
- checkout.com (Checkout Ltd., Wenlock works, Shepherdess walk London, N1 7LH United Kingdom, https://www.checkout.com/payment-methods)

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)

  Forwarded data: Riports generated with VCC Live's Mass Export functionality are exported here which includes those data elements which are selected by the user

VCC Live BI Integration

- Google Cloud Platform (Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland, https://cloud.google.com/terms

  Forwarded data: Those data elements are forwarded from VCC Live to the platform which are selected by the user on the VCC Live webhook interface and are used to create dashboards or business logics in a third-party tool

VCC Live Text-to-Speech

Third Party 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

Third Party 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

Third Party 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.

VCC Live Voicebot integration

Third Party 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 transcriberd by using the VCC Live Voicebot integration)

  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 Voice Authentication

Third Party Service Provider):

- Biometrid SA (Rua Paulo da Gama, Casa do Farol Foz Do Douro 4169-006 PORTO)

  To consult the provisions on data protection see: https://biometrid.com/privacy-policy/

  Forwarded data: audio

VCC Live Messaging Flow

Third Party Service Providers:

- Messagebird (Messagebird B.V, Trompenburgstraat 2C 1079 TX Amsterdam, The Netherlands, https://messagebird.com/)

  To consult the provisions on data protection see: https://messagebird.com/legal/terms

  Forwarded data: Data disclosed by the Subscriber (social media and messaging platform connections, messages, content)

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 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: 1097 Budapest, Könyves Kálmán krt. 36.
    - storage location: 1087 Budapest, Asztalos Sándor út 13.
    - certificates: ISO 27001
- HU-02 Invitech ICT Services Kft.
    - seat address: 2040 Budaörs, Edison u. 4.
    - storage location 1108 Budapest, Kozma u. 2.
    - certificates: ISO 27001, ISO 20000

Cloud-based data centers:

- US-01 Vultr Holdings LLC (The Constant Company LLC)
    - seat address: 319 Clematis Street Suite 900, West Palm Beach, FL 33401, United States
    - storage location: Miami, FL, USA
- SG-03 Vultr Holdings LLC (The Constant Company LLC)
    - seat address: 319 Clematis Street Suite 900, West Palm Beach, FL 33401, United States
    - storage location: Singapore
- VN-01 FPT International Telecom Company Limited
    - seat address: 48 Van Bao, Ngoc Khanh ward, Ba Dinh district, Hanoi city, Vietnam
    - storage location: Hanoi, Vietnam

Annex 8 – Draft letter of termination

If sent electronically, please forward the duly signed notice of termination to legal@vcc.live and support@vcc.live.

TERMINATION OF SUBSCRIPTION CONTRACT

WITH NOTICE

I, the undersigned <name>, who is fully authorized to represent <company name> (account name: <account>; registered seat: <registered seat>; company registration No.: <company registration number>; hereinafter "Subscriber") hereby declare that, under the provisions of clause 3.3 (2) of VCC Live GTA I hereby

terminate

the Subscription Contract for the VCC Live Service concluded with VCC Live Germany GmbH (registered seat: Gontardstraße 11, 10178 Berlin, company registration No.: HRB 190017 B, hereinafter "Service Provider") on <date of original contract>, with 30 days' notice from this day.

I also declare that I am aware that, in view of clause 3.3 (9) of VCC Live GTA, 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 stated in subsection 3.3 (9) 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.

Date: ………………………………

………………………………………………
<name>
<title>

TERMINATION OF SUBSCRIPTION CONTRACT

WITHOUT NOTICE

I, the undersigned <name>, who is fully authorized to represent <company name> (account name: <account>; registered seat: <registered seat>; company registration No.: <company registration number>; hereinafter "Subscriber") hereby declare that, under the provisions of clause 3.3 (5) of VCC Live GTA I hereby

immediately terminate

the Subscription Contract for the VCC Live Service concluded with VCC Live Germany GmbH (registered seat: Gontardstraße 11, 10178 Berlin, company registration No.: HRB 190017 B, hereinafter "Service Provider") on <date of original contract>, today without notice given the following detailed explanation:

<detailed explanation for the extraordinary termination>

I also declare that I am aware that, in view of clause 3.3 (9) of VCC Live GTA, 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 stated in subsection 3.3 (9) 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.

Date: ………………………………

………………………………………

<name>

<title>

TERMINATION OF SUBSCRIPTION CONTRACT

BY MUTUAL AGREEMENT

concluded by and between

VCC Live Germany GmbH (registered seat: Gontardstraße 11, 10178 Berlin, registration number: HRB 190017 B, represented by Szabolcs Tóth, Managing Director, hereinafter referred to as Service Provider)

and <company name> (registered seat: <registered seat>, company registration number: <registration number>, represented by <name and title>, hereinafter referred to as Subscriber)

- collectively referred to as Parties -

on the undersigned place and date with the following terms and conditions.

1. The Parties declare that they concluded a Subscription Contract (hereinafter referred to as Contract) for VCC Live services on <date>.

2. The Parties hereby terminate the Contract by mutual agreement as of <date>.

3. Subscriber hereby declares that he is aware that, in view of clause 3.3 (9) of VCC Live GTA, after the termination of the Subscription Contract for any reason, Service Provider erases all data uploaded, captured or created by the Subscriber (such as settings, client data, voice files, statistics, etc) 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 to Subscriber to data or to provide the possibility to download data. After the termination of the Contract, Service Provider can provide a special Admin User right - at the Subscriber's request - to download personal data if necessary.

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

    c. Service Provider shall erase data without the option to restore it within 30 (thirty) days of receiving the above notification from Subscriber, or if Subscriber fails to send such notification as stated in subsection 3.3 (9) b), within 60 days after the termination of the Contract with the exception of data that is required to be stored for a specified period in accordance with relevant EU or Member State legislation.

4. Matters not covered by this document are governed by the provisions of the German Civil Code.

5. Present termination of contract shall be signed by the Parties after their reading, interpretation, and agreement.

Date: ………………………………

………………………………………   ………………………………………

VCC Live Germany GmbH   <company name>

Service Provider   Subscriber