# JobCTRL® Service and Data Processing Terms and Conditions

The relationship between JobCTRL Informatikai Kft.; 1118 Budapest, Rétköz u. 5.; company registration number: 01-09-949636; represented by: Attila Vadász managing director (hereinafter "Service Provider"), and the users (hereinafter "Client") who use the service based on uninform statistical data collection and analysis provided by Service Provider, are specified and regulated by the contractual terms set out in this document. The contract between the Service Provider and Client shall be concluded with the registration of the Client. The order can only be sent by accepting this Terms and Conditions and the Data Protection Policy. By installing, activating or using the JobCTRL service, Clients agrees to the terms of service contained in this document.

## 1. Description of Service

### 1.1. The JobCTRL® service

1.1.1. JobCTRL® is a process and project management monitoring for companies supported by IT solutions which effectively supports managers' decision-making and makes possible to direct the company's processes in a more optimized way.

1.1.2. The purpose of processing is to analyse and develop Business efficiency.

1.1.3. Processor performs the collection and storage of data involved in processing and the operations required to create the key performance indicators (KPI) specified by controller:

　　a) configure and fine-tune the system and service according to the objectives of the controller,

　　b) understanding and evaluating business processes,

　　c) creating, fine-tuning, benchmarking business performance indicators (KPIs),

　　d) preparing individual analyzes, reports, examining differences, if required or claimed.

1.1.4. In performing processing activities, processor designates the following subcontractors as potential contributors:

　　a) TcT Hungary Kft. (1118 Budapest, Rétköz utca 5.; registration number: 01-09-937541; represented by: Attila Vadász)

　　b) INPHONE Kft. (1118 Budapest, Rétköz utca 5.; registration number: 01-09-562494, represented by: Zoltán Baradlai)

1.1.5. Detailed description and relevant circumstances of processing are available in the Privacy Policy. (https://jobctrl.com/Media/Docs/JobCTRL_DataProtectionPolicy.pdf)

### 1.2. The JobCTRL® service data sources may consist of the following elements

1.2.1. Data recorded manually by the Users in the client programme or in the web application.

1.2.2. The JobCTRL® application installed on the work station that gathers statistical data in the computer environment. Additional data may be the following depending on the parameters set:

   a.) the ID of the computer running the client program

   b.) the currently chosen task

   c.) the active applications running on the computer

   d.) the content of the headers of the windows

   e.) the URLs in case of browsers

   f.) the sender, recipient, subject of e-mails (in case of Outlook, Gmail, Lotus Notes)

   g.) the Calendar Title and Location fields (in case of Outlook Calendar, Google Calendar (for more information: https://youtu.be/ORfXOpx7XOo))

   h.) the title and path of files (in case of Microsoft Word, Excel, PowerPoint, Acrobat Reader)

   i.) the image of the screen of the computer (optional, switched off as a default setting)

   j.) the intensity of keyboard and mouse use

1.2.3. The JobCTRL® application running on smartphones gathers statistical data in an Android or IOS operating system-equipped smartphone environment, and forwards the recorded data to the JobCTRL® server. The forwarded data may be the following depending on the parameters set:

   a.) the ID of the smartphone running the client program

   b.) the currently chosen task, work session

   c.) in case of a call, the number called and the related name (optional, switched on as a default setting)

   d.) geographical location of the smart phone (GPS coordinates) (optional, switched on as a default setting)

1.2.4. Optionally created interface with any of the systems used by the Client.

1.2.5. Central server-side application that collects, stores, processes and prepares for display the data recorded and forwarded by the client software.

1.2.6. Web-based application interface, which enables the viewing and the setting, modification of the parameters of the service use:

   a.) data, settings concerning users, user groups

   b.) data, settings concerning tasks, task groups

   c.) data, settings concerning automatic rules

## 1.3. If Client uses the service as a cloud-based service

1.3.1. All infrastructural elements are provided by Service Provider.

1.3.2. Client shall ensure that JobCTRL® client application can be installed on the work stations and that the computer running the client program can reach the servers of Service Provider.

1.3.3. The web application interface is available on the Internet at: http://jobctrl.com.

1.3.4. In case of cloud-based service the updating of the JobCTRL® service is carried out automatically. Service

Provider notifies Client of version changes on the http://jobctrl.com web application interface available on the Internet.

**1.4.    If Client uses the service as an installed system**

1.4.1.    The central server-side application is running on the hardware provided by Client

1.4.2.    Service Provider provides the software elements of the JobCTRL® service, which does not include the commercially available operating system, MS SQL Server 2008 R2 Standard, etc.

1.4.3.    The web application interface is available on the internal intranet network of Client.

1.4.4.    Updating the JobCTRL® service in case of systems installed on the client's server:

a.)    Service Provider provides an installing package for Client.

b.)    Client provides remote server access to Service Provider.

**1.5.    User's manual**

1.5.1.    The detailed description of the use of the Service is included in the Client program and Web-based application page helps and tooltips.

**2.    Service fee and payment conditions**

**2.1.    Remuneration of Service in case of post-paid payment on the basis of service usage**

2.1.1.    Parties establish that the performance of Service Provider shall be considered as continuous service and agree to settle their accounts monthly, in arrears.

2.1.2.    Service fee:                    USD 1 + VAT / active working day / user

2.1.3.    The active working days of all Users having unique identifiers in the JobCTRL® application are subject to service fee. One commenced day of one User (5 minutes or a period of more than that spent with work, either on weekdays or at the weekend) shall be considered as active working day.

**2.2.    Remuneration of Service in case of pre-paid payment on the basis of annual fee**

2.2.1.    Parties establish that the performance of Service Provider shall be considered as continuous service and agree to annually settle their accounts in advance upon the annual record date (after the 30-day free period in the first year).

2.2.2.    Service fee:                    USD 120 + VAT / year / user

**2.3.    Expert fees**

2.3.1.    For the client request which could not be handled in course of standard service circumstances, standard helpdesk support and not covered by the on-time implementation are subject to a custom pricing. The pricing of these requests are done using the below hourly fees:

| | |
|---|---|
| Software Engineering and Service Development | USD 70 + VAT / hour |
| Custom Report development and programming | USD 60 + VAT / hour |
| Project Management, Consulting | USD 50 + VAT / hour |
| Software implementation, on-site support * | USD 40 + VAT / hour |

* the first 4 hours are free during the implementation period

### 2.4. Free period

2.4.1. Service Provider undertakes to provide the Service for the duration of the implementation period free of charge with full functionality, defined by the Parties within 30 days of the conclusion of the Contract.

2.4.2. After the free period expires, the Service automatically becomes a paid service.

### 2.5. Payment conditions

2.5.1. Service Provider shall deliver to Client its invoice in compliance with the prevailing laws, properly, the invoice shall bear all form content, and shall be suitable for exercising right to tax deduction, electronically/by postal service until the 10th working day following the last day of the accounting period.

2.5.2. Client shall pay the invoice of Service Provider within 15 days of the issuance of the invoice by bank transfer to the current bank account of Service Provider. In case of default in payment Client shall pay a default interest rate equal to the double of prevailing central bank base rate. Client acknowledges that in case of any default in payment of more than 45 days, Service Provider is entitled to discontinue or suspend the service, Service Provider shall in no way be made liable for damages arising from such discontinuation or suspension.

## 3. Request management and troubleshooting

### 3.1. Complaint management process, error reporting

3.1.1. Service Provider provides 7/24 availability for complaint management.

3.1.2. If the field work of Service Provider one a site specified by Client is necessary, Client shall ensure the conditions of Service Provider's field work.

3.1.3. Service Provider accepts requests and error reports primarily on the e-mail address continuously checked by Service Provider or on a specific hotline telephone number:

Telephone number (7/24 Hotline):     +36 1 465 8808

E-mail address:                                   support@jobctrl.com

### 3.2. Troubleshooting

3.2.1. In the framework of the troubleshooting service, upon the request of the error complainant Service Provider participates in the activities connected to the troubleshooting of the errors of the JobCTRL® service, i.e. carries out the identification of the error indicated and the repair of the error that proved to be real.

3.2.2. It shall not be considered as a lack of conformity of Service Provider if the error derives from the improper or faulty operation of component of an IT platform that was provided not by Service Provider.

3.2.3. Service Provider shall not be obliged to repair an error if the error is caused by a software supplied not by Service Provider, or the error is caused by systems connecting to the JobCTRL® service.

3.2.4. The guarantee obligation of Service Provider related to the Service ceases if Client or any third party without the prior written consent modifies the software provided by Service Provider under the present Agreement or the operating circumstance thereof, as well as if Client or any third party modifies the data structure.

### 3.3. Availability, troubleshooting time

3.3.1. Service Provider shall perform the availability based on monthly settlement and according to the following chart:

| Error category | Error category | Availability | Troubleshooting time | The penalty is |
|---|---|---|---|---|
| Critical error (Category A) | The JobCTRL® system cannot perform the basic functions. An error jeopardizing the realization of basic measuring functions. | 99 % | 4 hours Troubleshooting starts within 1 hour | 1 %/hour of the monthly fee |
| Normal error (Category B) | There is an error event noticeable by the Client. An error not jeopardizing the basic measuring functions, but it may become critical within a short period of time. | 97 % | 1 day | 1 %/day of the monthly fee. |
| Other error (Category C) | The error that has no effect on the realization of the basic measuring functions, an error concerning monitoring, operation. | - | 5 working days | 1 %/day of the monthly fee |

**4.     Rights and obligations of Service Provider as processor**

4.1.     Service Provider as processor undertakes to act in compliance with the effective legislation and professional requirements related to the relevant service and performs its activities in accordance with the terms of this contract, complies with the provisions of this contract, and takes the necessary technical and organisational measures to appropriately protect the rights of the data subjects. Service Provider shall comply with the regulations applicable to processors and shall be capable of verifying such compliance at any time.

4.2.     Service Provider undertakes to process the data exclusively based on the written instructions of controller and not to use such data for purposes other than the one specified above. Parties declare that for this purpose they consider e-mails as a form of written communication between the appointed contact persons. Service Provider shall draw the attention of Client in case of any instruction that, according to its viewpoint, is not in compliance with the effective legislation.

4.3.     Client hereby gives general authorisation to Service Provider to use subcontractors upon demand for the activities performed to Client. Processor shall inform controller at least 30 days prior to the usage regarding any changes planned, that requires the usage of further processors or their replacement thus providing the opportunity for controller to object to such changes.

4.4.     If processor uses further processors, the same obligations shall apply to such processors as the ones undertaken by processor in the contract.

4.5.     In order to ensure security and integrity of the data, service provider established and maintains an information safety management system according to ISO 27001. Among others, the followings are regulated within the framework of the safety management system:

a)   technical and organisational measures to protect personal data,

b)   training provided to the employees regarding the applicable legislation, ensuring appropriate level of awareness related to data protection within the whole company,

c)   physical security measures,

d)   efficient handling of personal data breach (e.g.: hacker attacks) according to predefined and established procedures, according to which controller shall be informed without delay but no later than within 12 hours following the occurrence of a personal data breach event.

4.6.    Processor shall be liable for damages caused by processing only if processor failed to comply with the obligations specifically set out in the applicable legislation for processor or if processor ignored controller's legitimate instructions or acted contrary to them. In the event that both controller and processor are liable for the damages caused by processing, controller and processor shall be jointly and severally liable for the entire damage

## 5.    Rights and obligations of the Client as controller

5.1.    Client, as controller shall be responsible for the data uploaded into the system and for the use of those. The controller of the data uploaded by Client or upon the request of Client by Service Provider shall at all times be the Client.

5.2.    Client shall comply with the applicable legislation and as controller shall ensure that Service Provider effectively complies with the legislation applicable for processors.

5.3.    Service Provider as processor shall provide all necessary support to ensure that controller can comply with the relevant requirements and guarantee the rights of the data subjects.

5.4.    Service Provider as processor shall provide any information to controller that is required for controller to appropriately monitor the activity of processor, and exercise its right to perform audits, including the inspections carried out on the premises where processing is performed.

## 6.    Term and termination of the agreement

6.1.    The present Agreement is concluded for an indefinite term.

6.2.    Client shall be entitled to terminate the Agreement any time in writing.

6.3.    Service Provider shall be entitled to terminate the Agreement with a 90-day notice period in writing.

## 7.    Confidential information

7.1.    Parties undertake the obligation to consider any information and data acquired in relation to the performance of this contract, the data processed or the activity of the other Party as confidential, they ensure security of such data and extend this confidentiality obligation to its employees who have access to the relevant data during their work. If Processor uses the services of another Processor for specific processing activities performed on behalf of controller, Service Provider shall extend the confidentiality obligation to the employees of the subcontractor.

7.2.    Parties shall uphold their undertaking concerning the Confidential Information without any time limitation following the termination of the Agreement as well.).

7.3.    At the end of the processing activity - based on the decision of controller - processor shall erase all personal data in an unrecoverable manner or return such data to controller and erase any copy of them.

## 8.    Contact

8.1.    In the framework of the present Agreement Parties shall maintain contact through their appointed Contact Persons and the communication channels specified below:

Service Provider Details:

Company name:          JobCTRL Informatikai Kft.

Billing address:         1118 Budapest, Rétköz u. 5.

VAT Number:            23029187-2-43

| | |
|---|---|
| Bank Account Number: | CIB Bank 10701087-66562964-51100005 |
| Contact Person: | Attila Vadász |
| Telephone/ Telefax: | +36 1 465 8808 |
| Email: | support@jobctrl.com |

## 9. Miscellaneous provisions

9.1. In matters not regulated by the present agreement the provisions of the relevant legislation in effect shall be applied.

20 December 2021

Attila Vadász

JobCTRL Informatikai Kft.