# Product Support General Terms and Conditions

Last updated: 14 July  2022

In order to make the changes of present General Terms and Conditions more transparent we summarize each modification in the chart below with indicating the most important changes and the date from which the changes are effective:

| Version | Effective period | Changes | Downloaded |
|---------|------------------|---------|------------|
| v3 | 14.07.2022 - | Change of section 11.6 | |
| v2 | 06.04.2022 - 13.07.2022 | New Annex (end of support policy) | |
| v1 | 12.10.2021 - 05.04.2022 | Initial version | |

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

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Registered seat: **1192 Budapest, Taksony utca 6. fszt. 1., Hungary**

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

Tax number: **13024583-2-43**

Registered by: **Company Registry Court of the Metropolitan Court of Budapest**

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

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

Web: **https://www.meta-inf.hu/hu/**

(hereinafter as: **"META-INF"**)

and the users (hereinafter as: **"User"**) of the service provided under and  described in detail by present GTC.

## 1. Introduction

1.1. Based on the agreement concluded with Atlassian Pty. (hereinafter: **"Atlassian"**) META-INF Kft. has Gold Marketplace Vendor and Atlassian Platinum Solution Partner Enterprise qualification.

1.2. Among others META-INF is engaged in activities including the development of computer solutions for the Atlassian system and so-called Apps that are compatible software solutions related to this system, (hereinafter referred to as **"Software"**)

1.3. The purpose of present GTC is to govern the legal relationship between META-INF and the User in the event that the User wishes to use a product support service (hereinafter: **"Service"**) for the Software developed by META-INF and which was purchased by the User from a lawful source.

## 2. Purpose of the GTC

2.1. The purpose of present GTC is to regulate in a unified structure the rights and obligations of META-INF and the third party concluding a contract for the performance of product support Service related to the Software as a User, as well as the rules concerning the legal relationship between the parties.

## 3. Conditions of providing the service

3.1. META-INF informs the User that – with exceptions provided by present GTC – it is a condition to use the Service that the User has a valid licence or subscription for the Software purchased from META-INF or other lawful sources (e.g. Atlassian Marketplace; https://marketplace.atlassian.com/) or acquired within the framework of App discount program (https://developer.atlassian.com/platform/marketplace/app-discount-programs/) as academic, community or classroom level User. META-INF informs the User that in case of a licence requested within the framework of the discount program META-INF's obligation to provide the Service is valid until the generation of 5 free trial licenses with the same SEN number generated for the Atlassian basic product, but starting from the sixth free license, META-INF is not obliged to provide the Service under present GTC.

3.2. For the sake of clarity META-INF establishes that Software shall mean the ones under the link https://marketplace.atlassian.com/vendors/4907/meta-inf-kft as Software developed by META-INF, which at the time of entry into force of present GTC are the following, therefore the use of the Service is only possible in connection with these:

- E-mail This Issue for Jira Server Edition;
- E-mail This Issue for Jira Data Center Edition;
- E-mail This Issue for Jira Cloud Edition;
- Content Exporter Server Edition;
- Content Exporter Data Center Edition;
- Content Exporter Cloud Edition;
- Bug Watcher Notifications Server Edition;
- Advanced Children Display for Confluence Server Edition;
- Vendor Sales Reports Server Edition;
- Odoo Connector for Confluence Server Edition,
- Glass Project Documentation for Jira Server
- Glass Project Documentation for Jira Data Center;
- Glass Project Documentation for Jira Cloud;
- Glass Information Server Edition;
- Glass Information Data Center Edition;
- Glass Information Cloud Edition.

The list of available Software developed by META-INF is also indicated at https://marketplace.atlassian.com/vendors/4907/meta-inf-kft

3.3. Also the Service is provided only for versions of Software indicated in Section 3.2 above that are officially published, alpha, beta and other trial versions are exempted.

3.4. The User acknowledges and accepts that knowing the use of the basic Atlassian product on an adminsitrator level is a necessary but not sufficient condition for the use of the Service under this Agreement and the proper performance of the Service as the Service does not include support for the acquisition of knowledge about Atlassian's core products, nor is sending a support request to META -INF substitute the acquisition of this knowledge.

## 4. Content of the Service, service period

4.1. The Service includes the provision of the following tasks:

- support regarding Software installation problems;
- Support for troubleshooting issues with Software;
- support with finding workarounds related to Software;
- support product-related technical help in the following areas: Java regular expressions, Apache Velocity syntax
- support in understanding the functions and possibilities of the Software (eg before purchasing or when mapping a previously unused module)
- Contribute to the development of a solution to meet user needs related to the Software
- Assistance with issues related to cross-platform (Server-Cloud) migration

4.2. The Service **does not** include the following

- training for Software (if the User would like to use such service it may request an offer at info@meta-inf.hu);
- version upgrade of Software;
- support – including permission questions or configuration related inquiries – for issues related to Atlassian apps (such as Jira, Jira Service Management, Software Management, Confluence);
- support for Users who do not have a valid license or active subscription for a Software;
- support related to other third party apps;
- support related to Software that have reached their end of support (for more information see the 1st Annex of this agreement (End of Support Policy)
- support related to Software that are installed on Atlassian products that have reached their end of support (for more information on product support provided by Atlassian visit the Atlassian webpage);

- support for general, non-product related questions that do not interfere with the working of the Software (e.g. help with HTML formatting used in our templates and writing custom Apache Velocity macros, solving problems related to email services and configuring them). Exceptions to this section are the best practices contained in the official documentation issued by META-INF in connection with the Software
- to correct any issues or problems related to the manual modification of the Software database. Exceptions to this section are modifications according to the solutions in the official documentation of META-INF (eg: server-cloud migration schedule, etc.)

4.3. META-INF provides the Service under present GTC between 9 a.m. and 5 p.m. Central European Time (CET)  and Central European Summer Time (CEST). If the Request submitted by the User is received before 9 a.m. on a given day, it shall be deemed that it was received at 9 a.m. on that given day. If the Request was received by META-INF after 5 p.m. on a given day, it shall be deemed to have been received at 9 a.m. on the following day.

4.4. META-INF does not provide the Service on weekends, public holidays and Hungarian national holidays (1$^{st}$ of January 1 - New Years Eve; 15$^{th}$ of March - Remembrance day of the revolution of 1848; Good Friday and Easter Monday; 1$^{st}$ of May - Labor Day; Pentecost; 20$^{th}$ of August - Day of the founding of the state; 23$^{rd}$ of October - Remembrance day of the 1956 revolution; 1$^{st}$ of November - All Saints Day; 25-26$^{th}$ of December - Christmas). However for particularly important reasons META-INF may, in its sole discretion, make exceptions to the above, depending on its capacity,

4.5. Within the framework of the Service, META-INF – considering the provisions of Section 6.4. – undertakes to answer a Request sent to it by the User within 2 working days of receipt (first response time). However, the latter – as the solution for the problem reported by the User may take longer than that considering that the investigation of complex problems and the implementation of tasks requiring development require the harmonious cooperation of an employee working in different roles already in the analysis phase, which can take significantly more time – does not mean that the problem indicated by the User will be resolved within this period. META-INF informs the User that it cannot take a deadline to solve the problem, it can only give an estimate of the expected works after investigating the problem in specific cases. In the event of failure to do so, the User may not enforce any claim against META-INF. META-INF also informs the User that if Atlassian identifies an error as a critical error, it will respond to the Atlassian request within 1 working day.

4.6. META-INF provides the Service under present Agreement only in writing, in Hungarian and English languages. META-INF may provide the Service in a manner other than written (e.g. through screen sharing or remote access) solely at its sole discretion and only in exceptional cases where, in its opinion, providing the Service in writing would not result in a solution or the problem could not be identified in writing.

4.7. If the User wishes to use the Service with more favorable terms than it is indicated in Sections 4.3-4.6 above then the User under an individual agreement concluded with META-INF and in return of payment of a separate fee has the option to do so, in which case the rules of present GTC shall be applied with the differences agreed on in the individual agreement. The User may notify META-INF of its request for the Service on more favorable terms at the e-mail address info@meta-inf.hu.

**4.8. META-INF informs the User that in case the User manually modifies the database of the basic product (Confluence, JIRA) or the META-INF product in any way, or the source code of the latter, which is covered by the product support service according to present GTC, it is considered a serious breach of contract in relation to present GTC and META-INF is entitled to terminate the further provision of the product support service with immediate effect. An exception to this clause is the case if the User has made the change according to this clause due to the exact application of the official description published by META-INF.**

## 5. Rights and obligations of the Parties

5.1. Present GTC regulates the general rights and obligations of the parties.

5.2. META-INF provides the Service only in accordance with the Software indicated in Section 3.2. and only within the scope specified in Section 4.1.

5.3. The User shall submit its request through the portal provided for this purpose by META-INF, available at https://metainf.atlassian.net/servicedesk/customer/user/login?destination=portals or in e-mail at support@metainf.atlassian.net

META-INF informs the User that, in its experience, the requests submitted through the customer portal are resolved faster thanks to the knowledge base integrated with the notification interface and the mandatory fields supporting the immediate collection of information needed to solve the problem. Therefore, we recommend using the customer portal.

5.4. In its Request the User shall indicate at least the following:

- for which Software(s) it wishes to use the Service and shall provide META-INF with all relevant information regarding the problem encountered;
- the version of the Atlassian core product;
- the version of the Software
- the date of first detecting of the problem;
- a detailed description of the problem;
- the SEN number linked to the Software licence;

5.5. After examination of the User's Request, META-INF may request the User to also provide the following:

- screenshots;
- log files;
- original emails;
- HTML templates (if any);
- configuration data and images;
- user information related to consents (eg linking privacy policy)

5.6. If the User does not provide all of the data indicated in Section 5.4. above or the information provided is not sufficient to identify the problem or develop solution META-INF is entitled to request the information indicated in Section 5.5. META-INF informs the User that the the time limit for reply set out in Section 4.5. shall begin on the day on which all the information necessary to investigate the problem is available. If the User does not provide additional data and information to META-INF at the request of META-INF within 10 working days from its request, then the given Request shall be considered by META-INF closed and the User is only entitled to submit the given problem in a new Request. In the event of a delay by the User, META-INF shall not be in delay and shall not be held liable for the delay of the User.

5.7. Where technically possible and if it does not hinder the investigation of the request, the User is obliged to provide the data and information made available to META-INF in such way that all personal data is deleted from them or, if possible, anonymized to such an extent that it is not possible to make a reference from them to a specific person. The User shall release META-INF from the claims of third parties for all possible damages resulting from failure to comply with the latter.

5.8. If all the information is available to META-INF that is necessary to start investigating the problem, META-INF shall make its first response within the time limit specified in Section 4.5., in which it notifies the User:

1. of its suggestions for solving the problem, indicating the necessary measures to be taken by the User and how to do so; or
2. that the investigation of the problem takes more time than indicated in Section 4.5. along with indicating the time needed to investigate the problem and develop a solution.

5.9. If finding the solution for the problem takes place as detailed in Section 5.8. Point 2) then META-INF shall draw up a proposal to resolve the problem within the time limit specified by META-INF. META-INF seeks to notify the User if the performance by the deadline specified by it is hindered by any circumstance and indicating the reason. In the previous case, META-INF informs the User about the new performance deadline.

5.10. If META-INF considers that it is not possible to investigate the problem indicated in the Request by written communication in accordance with the provisions of Section 4.7. therefore it is necessary to use screen sharing or remote access, or META-INF believes that the source of the problem can be assessed in this way, the User is obliged to provide the necessary conditions. If and as long as the User does not provide the conditions, META-INF is not obliged to provide the Service. META-INF informs the User that certain problems only occur in combination with a specific platform or third party software, which META-INF cannot reproduce in its own system environment. In view of the latter, the decision to use screen sharing or remote access is based on the assumption that the problem can be reproduced in this way, thus allowing the nature of the problem to be mapped and subsequent solutions to be developed. However, META-INF cannot guarantee that it can solve the problem with the above methods. META-INF also informs the User that the use of remote access takes place only in the presence and supervision of the User, META-INF does not use (nor does it require the functionality of access) remote access without the User's supervision and presence.

5.11. If, in any way, META-INF detects that the problem is caused by the fact that the systems or the infrastructure maintained by the User do not meet the minimum system requirements or other technical conditions required to run the Software, then the User is obliged to take care of them. At the request of the User, META-INF provides information on the recommended system requirements for the optimal running of the Software.

5.12. META-INF informs the User that it is entitled to indicate a request for the implementation of new functions to META-INF (feature request), but META-INF is not obliged to actually implement or accept these requests. However, if in its sole discretion META-INF decides to accept the request, it will not be obliged to implement the new function by a pre-determined date, however, META-INF has the possibility to estimate the completion of the function. It cannot be considered as binding in any way, so in the event of failure to do so, the User may not make any claim against META-INF.

5.13. The User is not entitled to give instructions to META-INF in connection with the method of providing the Service.

5.14. META-INF is obliged to provide the Service with the utmost care, keeping the interests of the User in mind, at the highest professional level. Although META-INF will use its best endeavors to perform the Service, it is possible that it may not be able to resolve the issue identified in the request.

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

5.16. META-INF is entitled to use subcontractors to provide the Service without the User's consent. META-INF is responsible for the subcontractor used as if it had carried out the work itself.

5.17. META-INF is not obligated to provide the Service in connection with Software for which the User's license has expired.

5.18. META-INF is also not obligated to provide the Service in connection with Software versions for which the product support period has expired. If META-INF detects that the User submits a request in connection with a Software version for which the product support period has expired, it is obliged to notice the User to this fact and is entitled to refuse to fulfill the request. In connection with the given Software, META-INF is entitled to suspend the Service in accordance with present GTC, without terminating it, until the User has a license for a Software version for which the product support period has not yet expired.

5.19. META-INF further informs the User that it does not provide the Service also in case if support for the Atlassian base product under the Atlassian End Of Support Policy has expired for any reason, regardless of the version number of the particular Software.

5.20. Parties agree that the User may notify META-INF if META-INF is unable to solve up to 20 percent of the requests made by the User or meet the deadline to investigate the problem specified in Section 4.5. or 5.6. Point 2) in avarage within a one year term in which case META-INF shall investigate the validity of the notice. If, as a result of this investigation META-INF considers that it agrees with the User then it may provide a discount of between 20 and 50 percent from the next licencfee due. In addition to this the User may not claim any further damages from META-INF. In addition, the User declares and acknowledges that the credits included in this section are appropriate compensation and waives the right to claim damages in excess of this against META-INF.

5.21. The User is entitled to use the Service under present GTC only for its own benefit. The User is not entitled to transfer its rights and obligations under present GTC to third parties without the prior written permission of META-INF. An exception to this clause is if an Atlassian Solution Partner is acting on behalf of the User, in which case the Atlassian Solution Partner is also entitled to use the Service in the name and on behalf of that User, but solely regarding such User who has an active product support service with META-INF.

## 6. Limitation of liability

6.1. The User is liable for all damages arising from for any damage resulting from unprofessional and incomplete information provided by the User.

6.2. The liability of META-INF shall be calculated in accordance with the applicable legislation, the maximum amount of which shall be the amount of the fee payable for the Software licence or subscription, but not more than the maximum amount payable per harmful event under META-INF's professional liability insurance bond.

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

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

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

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

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

6.7. In the event of force majeure, the party which has become aware of it shall immediately notify the other party in writing. In the event of force majeure exceeding 10 working days the party affected with force majeure shall indicate the expected date of performance. The party that becoming aware of an event of force majeure shall be liable to the other party for any damage resulting from the failure to provide the above information.

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

6.9. The Parties agree that it shall be deemed to be force majeure event under present GTC and META-INF shall not be obliged to provide the Service during this period if the Atlassian Cloud system is not operating for any reason or it is not available, with respect to that META-INF interface through which the Service is available operates on this Atlassian Cloud system. In this case, the deadlines set forth in Section 4.5 of present GTC shall begin on the business day following the day on which the operation of the Atlassian Cloud System is restored.

## 7. Confidentiality

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

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

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

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

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

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

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

7.8. META-INF is obliged to keep confidential the data, information, documents and other documents that came to its knowledge in connection with the User during the performance of the Service. META-INF is entitled to use them only to the extent necessary for the performance of the Service and is entitled to keep them until 31$^{st}$ December of the 2$^{nd}$ year following the expiry of the product support period for the Software, after which they must be returned to the User or permanently deleted.The obligation to return and delete confidential information shall also be applied in the event of termination of the Agreement shall also be applied.

7.9. The User undertakes to have sufficient authority to use the information provided by him / her to META-INF and for that to provide them to META-INF. Should this statement prove to be false, it also undertakes to indemnify META-INF or instead if necessary, to take the place of META-INF regarding any claim.

## 8. Data protection

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

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

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

8.4. META-INF is obliged to pay special attention to the protection of personal data obtained during the performance of the Service from unauthorized access, deletion, destruction, damage, etc.

8.5. During the performance of this Agreement, META-INF may have access to personal data stored within the Software, and META-INF may also become aware of personal data in connection with the provision of the Service. META-INF may not perform any processing of the data especially it shall not modify, transmit or delete them without the express written consent of the User. META-INF is also obliged to protect personal data obtained during the provision of the Service against unauthorized access, alteration, transmission, disclosure, deletion or destruction, as well as accidental destruction and damage during the Service. META-INF is obliged to notify the User immediately if it detects any of the above events.

## 9. Duration and termination of the GTC

9.1. Present GTC enters into force on the day the User purchases a new license in connection with any META-INF Software, or renews, extends, upgrades or downgrades it. Present GTC and any amendments thereto shall also enter into force in relation of the User without any further action if he / she generates a new EVAL key within a community license or if he / she submits a request through https://metainf.atlassian.net/servicedesk/customer/portal/1

9.2. META-INF informs the User that it may amend present GTC at any time but all amendments are published at https://metainf.atlassian.net/servicedesk/customer/portal/1 30 days prior to their entry into force.

9.3. The relationship between META-INF and the User established under present GTC is terminated if the User's licence or subscription for the Software is terminated, expired or otherwise invalidated for any reason, and as set forth in Section 4.8 of this Agreement.

## 10. Contact

10.1. Unless expressly provided otherwise in this Agreement, formal and primary written communication between the parties shall be by e-mail communication. For the purposes of this Agreement, any communication by facsimile shall not be deemed to be a written communication.

10.2. The notification shall be deemed to have been delivered

- by handover in case of personal service;
- two day after sending in the case of e-mail;
- two days after dispatch in the case of mail with a registered return receipt,
- if a notice is delivered on business days beyond 9:00 a.m. to 5:00 p.m. Central European Time, the notice shall be deemed to have been delivered on the next business day.

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

## 11. Miscellaneous provisions

11.1. The fact that any provision of present GTC is held to be invalid or is likely to become invalid in the future shall not affect the validity of them as a whole. The remaining parts shall be construed and enforced without regard to partial invalidity. In such a case, the parties are obliged to enter into negotiations in good faith in order to replace the provision with the solution closest to the economic concept of both parties. The same procedure shall apply in the event if present GTC does not govern a matter.

11.2. Present GTC and its attachement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior representations, consultations and agreements between the parties with respect to the subject matter hereof.

11.3. META-INF reserves the right to supplement or amend present GTC for the purpose of developing, improving or adapting its Service to the relevant legislation or for any other purpose. META-INF informs the User about the modification before it enters into force. Amendments are never retroactive.

11.4. Shall META-INF fail to exercise any or all of its rights under this GTC it shall not constitute a waiver of such rights.

11.5. META-INF does not apply a term in this GTC that differs materially from law or standard contractual practice, or any term that differs from any terms previously applied between the User and META-INF with respect to which, the User will not be notified separately.

11.6. META-INF informs the User that, in its sole discretion, it may suspend or terminate its services under this Agreement with 90 days' notice, but in such a case it shall ensure that the Services continue to be provided by a third party or if this is not possible, it may provide appropriate compensation to the User, which amount may not exceed the proportional part of the license fee paid by the User for the given product for the remaining period of the license period. The User agrees that such compensation is an adequate compensation and it will not claim any additional compensation from META-INF.

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

11.8. In matters not regulated by present GTC the laws of Hungary especially the provisions of the Civil Code and other relevant legislation shall prevail.