

Announcement of Invitech ICT Services Ltd. on the amendment of the General Terms and Conditions

Dear Customer! We hereby inform you that we are amending the General Terms and Conditions ("GTC") of Invitech ICT Services Ltd. (2040 Budaörs, Edison. u. 4.) ("Service Provider") as described in this notice.

Date of entry into force of the amendment to the GTC: 1 July 2022.

Details of the changes to the GTC are summarised below:

A) Main reasons for amending the GTC

1. The clarification of the text of the GTCs with no or minimal impact on the rights of Customers in the interests of clarity and non-contradiction, taking into account the provisions of Article 132 of the Eht.
2. We clarify the definitions for the settlement of electricity consumption for data centre services, in particular the definition of electricity tariffs, which
"Cost-based unit price per kW/h calculated by the Service Provider from the flat-rate and consumption-based electricity rates enforced by the electricity provider against the Service Provider. In view of the fact that the Service Provider is not an electricity trader, it does not include profit or loss in the Electricity fee, the function of the Electricity fee is that the cost of electricity consumption can be allocated to the given Service in accordance with section 7.1.5 of the General Terms and Conditions. The Electricity fees valid at all times are available on the invitech.hu/aszf website.
and the possible retroactivity of the electricity charge due to the nature of the service provided:
"Given the fact that the electricity fee applicable for a given consumption period can also be calculated retroactively, based on the applicable electricity cost change, in the case of metered consumption services, the billed electricity consumption fee, and in the case of flat-rate consumption services, the service fee can also change retroactively, and accordingly the Service Provider will invoice the adjusted fees for the previous, already invoiced periods as a difference or credit."
3. The GTCs are supplemented with rules on troubleshooting, interruption and replacement (change of technology, migration) in the event of obsolescence or damage to subscriber networks or equipment, which makes it impossible to provide the service for reasons beyond the Service Provider's control.
"If the Service Provider's own risk analysis or troubleshooting procedure determines that the restoration of the Service is not possible for reasons beyond the Service Provider's responsibility, using customary technologies, at the costs verifiably accepted in the market, or due to the lack of official or other permits and consents - specifically, but not exclusively, the further operation, replacement, repair or replacement of the network section implementing the Subscriber Access Point or the network termination equipment - the Service Provider will make an offer to the Customer for replacing the Service with similar or identical solution in terms of the main functions provided."
4. Premium rate services will be phased out, and we will no longer enter into number usage contracts for accessing premium rate content. Premium rate services from other operators will remain available.

B) Changes to the main text of the GTC

- 1.) The definitions of Electricity Charges and Transfer have been added to the Definitions, and the descriptions of Activation, Individual Contract and Supply Area have been clarified.
- 2.) 1.4 (3): clarification of the reference to the rules for the amendment of the GTC and the publication.
- 3.) 1.4 (11): provisions which are regulated differently from the provisions of the legislation on electronic communications pursuant to § 4 of the Decree.
- 4.) 2.1.2 (10), (11): the bidding commitment applies to the electricity consumption tariff or the flat-rate data centre service tariffs in the case of no change in the electricity tariff.
- 5.) 3.1.4.3: easy to install and use child protection filtering software in Hungarian, which enables the protection of minors, is available from the information page on the NMHH website.
- 6.) 3.1.7: we have clarified the means of notification under Article 144 of the Eht. (e.g. durable data storage).
- 7.) 3.1.10: we do not provide directory enquiry services, so we have clarified the definition of the use of directory enquiry services.
- 8.) 3.3: the definition of access to emergency services has been clarified.
- 9.) 5.1.8: the cases of interruption have been extended to include the case of inability to provide services for reasons beyond our control. See also 6.1.8 and 12.1.4.
- 10.) 6.1.4: we clarify the definition of backup access by saying that if one of the accesses fails, the standard recovery time applies, but if both accesses fail at the same time, the higher SLA applies.
- 11.) 6.1.8: we have defined the case of suspension of the repair work where the defect cannot be repaired due to the impossibility to provide the service. See also 5.1.8 and 12.1.4.
- 12.) 6.3.3: the name change of the Co-operator of the mobile network has been changed from Telenor Magyarország Zrt. to Yettel Magyarország Zrt.
- 13.) 7.1: definitions have been clarified and re-arranged.
- 14.) 7.1.3: we have added a per-call charge to the list of call charge calculation methods.
- 15.) 7.1.5: we have clarified the definition of electricity consumption charges.
- 16.) 7.1.7: the description of the content of the invoice has been clarified, and the rule on reverse VAT payment has been added. In paragraph (8), a provision has been inserted concerning the obstacle to the issue of an invoice (invalid VAT number).
- 17.) 7.1.8: the calculation of the presumed payment deadline has been clarified in the rules on sending invoices and the provision on issuing a copy of the invoice has been moved here.
- 18.) 7.4.2: we have clarified the definition of the planned installation deadline in the context of late installation, which may be unilaterally modified where installation is based on pre-qualification at a site outside the service area, as described in 2.4.3.
- 19.) 7.4.5 (4) e.): it has been added that the Customer shall not be entitled to a penalty if the provision of the service is impossible and the service is interrupted as a result. See also 5.1.8 and 6.1.8.
- 20.) 7.4.6: we have clarified the definition of penalty calculation. Only one type of penalty is paid for a defect, but the overlapping period is taken into account, not the amount of penalty paid.
- 21.) 12.1.1: we have clarified the provisions on the modification of the contract initiated by the Service Provider in accordance with Article 132 of Eht and Article 4 of the Eszr. In Section (5) c) we have clarified the rules on the change of the electricity charge and, consequently, the change of the electricity consumption tariff. See also the definition of the Electricity Charge and the provisions of point 7.1.5.

- 22.) 12.1.4: The GTCs have been supplemented with the provisions on the replacements (technology changes, migrations) necessitated by troubleshooting or network upgrades by the co-supplier. See also 5.1.8 and 6.1.8.
- 23.) 12.3.1 (2): a provision has been added to the GTCs for invoices that cannot be issued due to an invalid tax number, whereby we will follow the applicable process in the event of billing debt.
- 24.) 12.3.3 cd.): we have added to the list of rights of the Customer that if the manner and extent of the unilateral amendment of the contract initiated by the Service Provider is in accordance with the rules of the GTC or the Specific Contract, it does not give the Customer the right to terminate the contract. See also paragraph 1.4 (10) to (11).

C) Changes to the Annexes to the GTC

- 1.) Annex 1, 1.1.6 (7)-(8): we have added a caller ID override rule, which does not work for emergency calls, in which case the extension's direct number will be sent.
- 2.) Annex 1, 1.1.6.5, 1.1.6.9, 1.1.6.12: the IVR, ringing group, can also be called with an e-Fax ported number
- 3.) Annex 1.1.6.8: PC integration has been phased out.
- 4.) Annex 1 1.1.6.14: the partner extension function has been phased out.
- 5.) In Annex 1, 1.3.11, the description of the individual voice recording service has been amended to include the possibility to entrust the Service Provider with making the voice record.
- 6.) Annex 1 1.4.1: the provision of premium rate services has been phased out.
- 7.) Annex 1 1.5.3: the parameters of the hosting internet UNI interface have been clarified.
- 8.) Annex 1, 2.1.4: we have clarified the definition of the accounting for the electricity consumption.
- 9.) Annex 2, 1.2.6, 1.2.7: in the context of the deregistration, the Invitech increased fee schedules have been deleted.
- 10.) Annex 2.1: The tariff tables for flat-rate packages have been removed from the tariff schedule, the tariffs are included in the Individual Contract, taking into account the provisions of the GTC on the modification of the electricity tariff.
- 11.) Annex 2 3.4: new licence fees for Hosted IT Applications (O365).
- 12.) Annex 2 5.1: Preparation and setting of a customized voice recording for 1-10 numbers fee: one-time HUF 40 000 + VAT.
- 13.) Annex 2 6.1: O365 CSP packages available until 31 December 2022 have been included and ADSL packages that have been closed for more than 6 months have been deleted.

* If the amendments described above contain any provision that may be disadvantageous to our Customer in any way, the Contract may be terminated by the Customer with immediate effect - also including the fixed term contracts - without further legal consequences according to the notice of the amendment to the GTC (April 2022 invoice notice,) within **45 days** of the date of publication of this Notice on the website (**1 June 2022**). If the Customer does not exercise its right of termination within this period, this shall be deemed to constitute acceptance of the amendments to the GTC.

The provisions of the GTC and the Contracts not affected by this amendment shall remain in force unchanged. The consolidated text of the amended GTC will be available on our website (invitech.hu/aszf) from 1 June 2022.