

SAP Contact Center software support agreement

PARTIES

1. **COMTRUST SP. Z O.O.**, a company incorporated in Poland, 01-381 Warsaw, ul. Powstancow Slaskich 41/12, VAT number PL5272616858 (the "**Provider**"); and
2. **Budapest Waterworks Private Company Limited By Shares**, a company incorporated in Hungary, 1138 Budapest, Váci út 182, VAT number: HU10898824 (the "**Customer**").

AGREEMENT

1. Definitions

- 1.1 Except to the extent expressly provided otherwise, in this Agreement:

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in Hungary;

"**Business Hours**" means the hours of [09:00 to 19:00 CET/CEST] on a Business Day;

"**Charges**" means the following amounts:

- (a) the amounts specified in Part 2 of Schedule 1 (Software Particulars);
- (b) such amounts as may be agreed in advance in writing by the parties from time to time;
- (c) amounts calculated by multiplying the Provider's standard time-based charging rates by the time spent by the Provider's personnel performing the Services;

"**Effective Date**" means the date of the execution of the Agreement by the last of the signatory party hereto;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Schedule**" means any schedule attached to the main body of this Agreement;

"**Services**" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement, including any services (although not expressly mentioned in the Agreement)

which are necessary to satisfy the Customer's requirements and/or interests and/or required for the proper operation and usage of the Software;

"Software" means the software identified in Part 1 of Schedule 1 (Software Particulars);

"Support Services" means support in relation to the use of the Software and the identification and resolution of errors in the Software, but shall not include the provision of administrating and training services whether in relation to the Software or otherwise; and

"Term" means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2.

"Supported Party" means a company that uses SAP Contact Center system supported by the Provider.

2. Term

2.1 This Agreement shall come into force upon the Effective Date.

2.2 This Agreement shall continue in force indefinitely with subject to termination in accordance with Clause 10, or until the direct payments made by the Customer under this Agreement take up the financial allocation of 40,000 EUR (that is Forty thousand euros) and all the Services and Support Services ordered thus far have been performed, whichever is earlier.

3. Support Services

3.1 The Provider shall provide the Support Services to the Customer during the Term.

3.2 The Provider shall provide the Support Services with reasonable skill and care.

3.3 The Provider shall provide the Support Services in accordance with Schedule 2 (Support SLA).

3.4 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least [30 days'] written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

4. Customer obligations

4.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:

- (a) co-operation, support and advice;
- (b) information and documentation,

as are reasonably necessary to enable the Provider to perform its obligations under this Agreement.

- 4.2 The Customer must provide to the Provider, or procure for the Provider, VPN access to the Supported Party's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under this Agreement.

5. Charges

- 5.1 The Customer shall pay the Charges to the Provider in accordance with this Agreement.
- 5.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 5.2.
- 5.3 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated inclusive of any applicable taxes payable in Poland.

6. Payments

- 6.1 The Provider shall issue invoices for the Charges to the Customer on or after the invoicing dates set out in Part 2 of Schedule 1 (Software Particulars). If the Customer has any objections regarding the submitted invoice, it is obliged to notify the Provider thereof and (if applicable) shall return that invoice within 10 days to the Provider.
- 6.2 The Customer must pay the Charges to the Provider within the period of 30 days by bank transfer to the bank account of the Provider.

7. Warranties and Liabilities

- 7.1 The Provider warrants to the Customer that:
- (a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
 - (b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement;
 - (c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement;
 - (d) the Services carried out pursuant to the Agreement will be able to perform the operations for 12 months from the delivery thereof to the Customer, and the Provider shall repair or replace any non-compliant Services without delay for its own expense demanded by the Customer within this warranty period.

- 7.2 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 7.3 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.
- 7.4 The Provider shall be liable for all the direct losses and damages of the Customer and/or the Supported Party incurred in case of non-contractual performance of the Services (or conduct) provided by the Provider.
- 7.5 If the Provider fails to comply with the deadlines set forth in Schedule 2 (Support SLA) or in other documents applicable to the Services (if any), the Provider shall pay delay damages to the Customer equaling to 0,25% per hour (or, if the deadline is stipulated in days, 2% per day) of the monthly net fee or in case of additional Services, of the total net fee of that Services. The Customer is hereby entitled to retain and/or deduct the amount of delay damages and/or other amounts the Customer deems to be entitled to from any amounts payable to the Provider.

8. Limitations and exclusions of liability

- 8.1 Nothing in this Agreement will:
- (a) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (b) limit any liabilities in any way that is not permitted under applicable law; or
 - (c) exclude any liabilities that may not be excluded under applicable law.
- 8.2 The limitations and exclusions of liability set out in this Clause 8 and elsewhere in this Agreement:
- (a) are subject to Clause 8.1; and
 - (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.
- 8.3 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.
- 8.4 Neither party shall be liable to the other party in respect of any loss of revenue or income.
- 8.5 Neither party shall be liable to the other party in respect of any loss of use or production.

8.6 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

9. Force Majeure Event

9.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement[(other than any obligation to make a payment)], that obligation will be suspended for the duration of the Force Majeure Event.

9.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

9.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

10. Termination

10.1 Either party may terminate this Agreement by giving to the other party at least 30 days' written notice of termination.

10.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

10.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up.

11. Effects of termination

- 11.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect.
- 11.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.
- 11.3 Within 30 days following the termination of this Agreement for any reason:
- (a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement; and
 - (b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of this Agreement,
- without prejudice to the parties' other legal rights.

12. Notices

- 12.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 12.2):
- (a) sent by courier or post; or
 - (b) sent by e-mail.
- 12.2 The parties' contact details for notices under this Clause 12 are as follows:
- (a) in the case of notices sent by the Customer to the Provider,
- (b) in the case of notices sent by the Provider to the Customer,
- 12.3 The addressee and contact details set out in Clause 12.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 12.

13. Subcontracting

13.1 The Provider must not subcontract any of its obligations under this Agreement without the prior written consent of the Customer.

14. General

14.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

14.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

14.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

14.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

14.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

14.6 This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

14.7 This Agreement shall be governed by and construed in accordance with Hungarian law.

14.8 The courts of Hungary shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

14.9 The Provider undertakes to treat strictly confidential all documents, information, data and protected knowledge relating to the Customer and/or third parties which will become known before it in relation to the Agreement and are assessed specifically as confidential, or if their confidential nature can be assumed based on their content or circumstances of knowledge, and will not make it available in any way to a third party without the written permission of the Customer. The Provider shall be obligated to impose these confidentiality obligations on its employees and subcontractors, and at the request of the Customer, the Provider shall evidence compliance with these obligations in writing.

15. Interpretation

15.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time;
- (b) any subordinate legislation made under that statute or statutory provision; and
- (c) the fees shall be deemed as net amounts and the Customer is obliged to pay all the relevant value added tax and other state imposed levies, duties, customs and fees payable in Hungary.

15.2 The Clause headings do not affect the interpretation of this Agreement.

15.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY Piotr Pytlakowski, CEO, duly authorized for and on behalf of the Provider:

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COMTRUST SP. Z O.O

Date: WARSAW....., 21/06/2019

SIGNED BY Mr. Róbert Fritsch, Chief Information Officer and Mrs. .Erzsébet Závecz, Head of Financial Department, duly authorized for and on behalf of the Customer:

Budapest Waterworks Private Company Limited By Shares

Date: Budapest, 03/07/2019

SCHEDULE 1 (SOFTWARE PARTICULARS)

1. Identification of supported Software

SAP Contact Center (former name: SAP Business Communications Management)

2. Financial provisions

Support Services flat-rate is 500 EUR monthly (net price). On the provided service VAT reverse charge mechanism applies. The invoice on the monthly fee shall be issued time proportionally for the partial months based on calendar days. Invoice will be issued every fifth day of the month following in which the Support Services are delivered. The invoices issued by the Provider shall be in compliance with the Hungarian Accounting Act and EU VAT Directive. The Provider shall be obliged to indicate on the invoice SAP DMS and/or SAP SRM number of the Agreement. The performance and payment certificate issued by the Customer following each target month shall constitute an integral and inseparable part of the submitted invoice.

The Customer expresses its acceptance of receiving invoices in electronic form, issued as an electronic invoice (e-invoice) in PDF format (containing embedded XML data structure), signed by a qualified electronic signature and timestamp within the meaning of the Hungarian Act on Value Added Tax and the Act on Electronic Signatures and sent to the specified e-mail address as follows:
eszamla@vizmuvek.hu.

Support Services flat-rate includes no-limited quantity of raised critical and high severity issues, but medium and low level issues are limited to 3 issues/month each.

The Provider may agree to provide additional Services to the Customer, but the provision of those Services will be subject to additional net charges of 70EUR/h approved in advance by the Customer. Any additional Services may only be carried out pursuant to the Customer's order in writing.

The Customer covers travel and accommodation costs in a case of on-site works.

SCHEDULE 2 (SUPPORT SLA)

1. Introduction

1.1 This Schedule 2 sets out the service levels applicable to the Support Services.

2. Helpdesk

- 2.1 The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this Schedule 2.
- 2.2 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
- 2.3 The Provider shall ensure that the helpdesk is accessible by telephone, email and using the Provider's web-based ticketing system:
- 2.4 The Provider shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Term. In addition, the Provider shall provide a special telephone number for the Customer to report critical issues outside of Business Hours.
- 2.5 The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.

3. Response and resolution

- 3.1 Issues raised through the Support Services shall be categorized as follows:
- (a) Critical: the Software is inoperable or a core function of the Software is unavailable;
 - (b) High: a core function of the Software is significantly impaired;
 - (c) Medium: a core function of the Software is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Software is significantly impaired; and
 - (d) Low: any impairment of the Software not falling into the above categories; and any cosmetic issue affecting the Software.
- 3.2 The Customer shall determine into which severity category an issue falls but Provider, acting reasonably, can change the category by sole discretion.
- 3.3 The Provider shall respond to requests for Support Services promptly, and in any case in accordance with the following time periods:
- (a) Critical: [1 Business Hour];

- (b) High: [4 Business Hours];
- (c) Medium: [12 Business Hours]; and
- (d) Low: [36 Business Hours].

3.4 The Provider shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.

3.5 The Provider shall resolve issues raised through the Support Services promptly, and in any case in accordance with the following time periods:

- (a) Critical: [2 Business Hours];
- (b) High: [4 Business Hours];
- (c) Medium: [24 Business Hours]; and
- (d) Low: [72 Business Hours].

3.6 The time periods mentioned in Clause 3.5 above apply only if the Supported Party has an active SAP Enterprise Support contract for the Software.

3.7 The time periods mentioned in Clause 3.5 above do not apply if the raised issue must be transferred to global SAP Support.

4. Provision of Support Services

4.1 The Support Services shall be provided remotely (by VPN), save to the extent that the parties agree otherwise in writing, especially in a case of visits to the Customer or Supported Party premises.

5. Limitations on Support Services

5.1 The Provider shall have no obligation to provide Support Services in respect of any issue caused by:

- (a) the improper use of the Software by the Customer or by the Supported Party; or
- (b) any unauthorized alteration to the Software made by the Customer.