KICKTESTER -STANDARD CONTRACT TERMS

The following standard contract terms ("**Standard Contract Terms**") apply to the services provided by the "**Kicktester**" game development team to the customer (the "**Customer**"):

1. Subject matter of the Contract

1.1. The contract between Kicktester and the Customer (the "**Contract**") is concluded by confirmation of the order in writing, by e-mail, verbally or by implied conduct, by placement of the order. These Standard Contract Terms form an integral part of the Contract and supersede all previous oral or other agreements concluded between the parties on the subject matter.

1.2. The content of the services provided by Kicktester is defined at http://kicktester.com/#services. By placing the order, the Customer accepts the content of the services indicated in the given service package and the related remuneration. Remuneration shall be paid no later than 15 days after completion of the service package, if the Customer is satisfied with the service.

2. Copyright and License

2.1. Kicktester respects the Customer's intellectual property rights.

2.2. Kicktester (and all persons involved in its performance) grants the Customer exclusive license for using (1) the copyright works created during the performance of the Contract, and (2) knowledge, experience, or a compilation thereof recorded in an identifiable manner and representing financial value, in particular game development ideas, concepts, solutions, designs, layouts, mathematical or written assessments, etc. created during the performance of the Contract not protected by copyright but protected by law (collectively, the "**Work**") (the "**License**").

2.3. The License is not limited to any area, duration, mode of use or specific extent of use, therefore the Customer may use the Work exclusively and without any restrictions, including but not limited to publishing, distributing, reproducing the Work (including the use of the Work in image or sound recording), recording and copying on electronic media, adaptation, public performance, communication to the public, and the granting or transfer of any license to any third party in respect of all or part of the property rights.

2.4. Kicktester may not grant any further license to any third party, nor may itself use the Work.

2.5. Kicktester expressly consents to the Customer transferring the License to a third party or giving a third party additional permission (sublicense) to use the Work.

3. Data management

3.1. Kicktester may not use or disclose to unauthorized third parties any materials, data, documents, information, etc. provided by the Customer outside the scope of performance of the Contract without the consent of the Customer. Consent may be given in writing, by e-mail or by other electronic means. Customer agrees that Kicktester may post photos of the test game and related comments on any online interface.

3.2. As a general rule, no data processing will take place during the performance of the Contract. Should data be processed, the Customer consents to the processing of his or her data by Kicktester. As a data controller, Kicktester respects the Customer's personal rights; handles recorded personal data in accordance with data protection legislation and international recommendations.

3.3. Kicktester, as the data controller, and the employees / agents of the data controller are entitled to get acquainted with the processed personal data. The data controller shall take all necessary steps in order to ensure the security of the personal data provided to it by the Customer during the storage and preservation of the data.

3.4. The Customer has the right to access his or her personal data, to correct or delete his or her personal data, to restrict the data processing concerning his or her personal data, and to object to the data processing.

3.5. The data controller stores and manages the data provided by the Customer solely for the purpose of performing the Contract. In the event of a breach of the Customer's personal data, he or she may apply to the data controller, or to the National Data Protection and Freedom of Information Authority, or enforce his or her rights in court, in accordance with GDPR, Act No. 112 of 2011 on the Right of Informational Self-Determination and Freedom of Information and Act No. 5 of 2013 on the Civil Code. If the Customer requests additional information regarding data management, he or she may contact the following person: Balázs Pásztor, + 36-702126346, info@kicktester.com.

4. Miscellaneous provisions

4.1. Act No. 5 of 2013 on the Civil Code and Act No. 76 of 1999 on Copyright Law, and otherwise the provisions of Hungarian law shall apply to issues not regulated in these Standard Contract Terms.

4.2. Kicktester is entitled to unilaterally amend these Standard Contract Terms by publishing an update on www.kicktester.com, provided that the Customer's consent is required for an amendment of the Contract that would limit the Customer's rights and / or make its obligations more burdensome. The amended Standard Contract Terms shall become part of the Contract, unless the Customer objects in writing within 15 days.

4.3. The parties shall endeavor to settle any dispute that may arise between them primarily through peaceful consultations in good faith. If the conciliation is unsuccessful, either party may apply to the court, for which case the parties submit to the exclusive jurisdiction and powers of the Hungarian ordinary courts.