ASURA Terms and Conditions

Version number	Release date	Change description
1.0	2023.02.05	
1.1	2023.05.08	
2.0	2023.09.21	
3.0	2023.12.19	

Contents

1. General

1.1.　Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the http://www.asuralpr.com website (the "Service") operated by Asura Technologies Ltd. ("us", "we", or "Asura"). The Service is designed to provide information about our products (software or hardware) and related services (hereinafter referred to as "Product" in singular and "Products" in plural) and to afford a proper e-marketplace to make offers and orders relating to our Products.

1.2.　Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

1.3.　By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not access the Service.

2. Ordering and delivery process

2.1.　If you want to receive information about the price of a Product configured in accordance with your individual needs, you can ask for offer by contacting us via telephone or email. In your request for proposal you shall provide us with your contacts and all relevant information relating to the requested quantity of Products or the proper usage volume. It is also possible that you have a consultation with us, whereby we will assess your needs, and suggest you a configuration which meets your expectations.

2.2.　After the consultation, or after receiving your request for proposal we will send you our detailed Proposal. For our software you can choose between two licensing models: perpetual and subscription-based (see details in the Asura Licensing Policy). In case of being interested in a perpetual license you will receive the current price list of update and support services, since these services shall be paid annually. In case of choosing the subscription-based model you will not pay a separate fee for updates, and a definite support will be included also in your license. Among hardware products you can choose between transfer of ownership or rental model. Our software related services are: Software-as-a-Service for ARC and Support Level Agreement for ARU LPR.

2.3.　You will receive a Purchase Order Form together with our Proposal. By submitting the Purchase Order (in email or through customer portal) you can order the chosen Products. The ordering of Products by you constitutes a binding offer, which we may assume by sending an Order Confirmation to you via email. By signing the Purchase Order you acknowledge that you have studied, understood and accepted this Terms and Conditions, and in relation to software products the Licensing Policy, the respective EULA or the SaaS Agreement, regarding support services the Support Level Agreement.

2.4.　We will make our best efforts to send you the Order Confirmation within 24 hours. In case we cannot send you the Order Confirmation within the above period for any reason, you shall receive it at the latest within one week. All details of the ordered items shall accord in the Purchase

Order and the Order Confirmation. If you discover any discrepancy between these two documents, you may object and claim the correction of the Order Confirmation. The completed and duly signed Purchase Order and the according Order Confirmation together constitutes a binding agreement between you and us, which shall be regarded as a written agreement. The Purchase Order and the Order Confirmation will be registered and stored by us for the existence of our agreement, and after the termination of it for the period of time prescribed by law.

2.5.   You will receive a invoice (for new clients a pro forma invoice) in electronic form together with the Order Confirmation, which shall be settled by bank transfer to the bank account number given on it, or paying by credit card.

2.6.   Delivery of Software Products: Within 7 days from receiving your payment we will send you the License Key via email or we will make it downloadable via internet through customer portal and send you the hardware key by carrier to the provided address. The License Key will enable you to download and install the Software and the Documentation. The hardware key will enable you to run the Software on the given computer. According to the instructions of the Documentation you can properly install the Software by yourself. Upon delivery, you shall be entitled to use the Software in compliance with the Documentation, the Asura Licensing Policy and the respective EULA (and other license if there would be any other agreement between us).

2.7.   Delivery of Hardware Products: Our hardware products (typically camera and enclosure) can be bought or rented. When purchasing hardware, first the invoiced purchase price shall be paid, and then the hardware product will be delivered to the delivery address within the deadline indicated in the Order Confirmation. Warranty for purchased hardware is one year from delivery. In case of renting our Hardware Products the monthly rental fee shall be paid in advance upon invoice. The ordered Hardware Products will be delivered to the delivery address within the deadline indicated in the Order Confirmation. In the event of any failure or malfunction of the rented products during the rental period, we will arrange for the repair or replacement of the equipment in the shortest possible time under the technically given conditions. Rented Hardware Products shall be returned upon termination.

3. Payment terms

3.1.   Unless otherwise stated in the Order Confirmation or in the invoice, you as Customer will be obliged to fulfil your payment obligations according to the followings:

•   Payments are due within 8 days from the issuance of the invoice,

•   Payments shall be made in currency indicated on the invoice,

•   Prices for Products do not include any installation services to be provided Asura,

•   Prices do not include any taxes, duties or any other additional sums (only VAT shall be indicated),

•   Asura reserves the right to charge interest on late payments at a rate of 8% points per annum above the base rate of the Hungarian National Bank.

3.2.   In case of issuing a pro forma invoice, after the fulfilment of your payment we will issue our electronic invoice, which shall be a valid invoice in accordance with all statutory requirements. We will send you our invoice within 15 days from receiving your payment.

4.   Limitations and exclusions of liability

4.1.   Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

4.2.   The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

4.3.   To the extent permitted by law, we will not be liable in respect of:

•   any loss or damage of any nature.

•   any losses arising out of any event or events beyond our reasonable control.

•   any business losses.

•   any loss of or damage to profits, income, revenue, or anticipated savings.

•   any loss of use or production.

•   any loss of management time or office time.

•   any loss of business, contracts, commercial opportunities or goodwill.

•   any loss or corruption of any data, database.

•   any special, indirect or consequential loss or damage.

•   any losses arising out of any acts or omissions of any hosting services provider, payment services provider or other third party services provider.

4.4.   You accept that we have an interest in limiting the personal liability of Asura Technologies Ltd.'s members and employees. Having regard to that interest, you accept that we are a limited liability entity and agree that you will not bring any claim personally against individual members or employees in respect of any losses you suffer in connection with the website, our services, products, or these terms and conditions. This will not, of course, limit or exclude the liability of Asura Technologies Ltd. itself for the acts and omissions of our members and employees.

5. Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent. You must not use our website to transmit or send unsolicited commercial communication. You must not use our website for any purposes related to marketing without our express written consent.

6. Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

7. Breaches of these terms and conditions

7.1.   Without prejudice to our other rights, if you breach these terms and conditions of use in any way, or if we reasonably suspect that you have breached these terms and conditions of use in any way, we may: (a) send you one or more formal warnings; (b) temporarily suspend your access to the website; (c) permanently prohibit you from accessing the website; (d) block computers using your IP address from accessing the website; (e) contact your internet services provider and request that they block your access to the website; (f) bring court proceedings against you for breach of contract or otherwise; (g) suspend and/or delete your account with the website; and/or (h) delete and/or edit any or all of your content.

7.2.   Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

8. Trademarks

Asura Technologies and our logo are trademarks belonging to us. We give no permission for the use of these trademarks, and such use may constitute an infringement of our rights. The other registered and unregistered trademarks or service marks on our website are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

9. Variation

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website.

10. Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions 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.

11. Entire agreement

These terms and conditions, together with all the aforementioned agreements (Privacy Policy, EULA's, SaaS Agreement, Support Level Agreement) and our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website. The purpose of these terms and conditions is to regulate the use of the website, and the ordering and payment process.

12. Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the laws of Hungary, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Hungary.

ASURA

Asura End User License Agreement for permanent license

Version number	Release date	Change description
1.0	2023.10.22	

Contents

ASURA

Definitions

Software or ARU: means the Asura Recognition Unit license plate recognition software.

Licensor: meansAsura Technologies Zrt., a company incorporated under the laws of Hungary, registered under company registration number 01-10-140920, with its principal place of business at 1122 Budapest, Hungary, Városmajor utca 12-14. C. ép.. .

End User: means an End User which has entered into an EULA with Licensor, and which is entitled for an own purpose usage of the Software only.

Asura Licensing Policy (ALP): means the current Asura Licensing Policy, which can be found at the homepage of Asura (www.asuratechnologies.com). The content of the ALP may vary from time to time.

End User License Agreement (EULA): means the present Asura End User License Agreement.

Purchase Order: means the form attached to the present EULA, which in a completed and mutually accepted form constitutes the specific agreement between Licensor and End User.

Documentation: means User's Guide together with all other user instructions technical literature, and the licensing documentation (which consists of the ALP, this EULA, and if other special license is needed, the appropriate license agreement)

License Key: shall mean a decoded character string in any form provided by Licensor to End User to legally use the Software.

Version: shall mean a specific edition of the Software and is designated by a number located to the left of the decimal point (such as V1.x or V2.x). Each new Version of the Software contains significant functionality changes or improvements.

Territory: shall mean the geographic area and business market in which End User may use the Software. The Territory for this EULA is defined in the Purchase Order. The Territory depends on the countries in which the End User intends to use the Software, since each country belong to a certain area.

1. The License

The present End User License Agreement shall be valid together with the Asura Licensing Policy, the Terms & Conditions and the Purchase Order only. The Asura Licensing Policy describes the types of the licenses offered by the licensor, and the concept of licensing. The EULA contains the general terms and conditions of the usage of the Software. Terms & Conditions explain the process of ordering and payment. The Licensor grants a non-exclusive, permanent license to End

User to use the Software (for the lifetime of the Software)within the Territory specified in the Purchase Order, and with the limitations described by the permitted volume of usage of the ARU.

2. The Software

2.1.   The End User shall be entitled to download, install and properly use as many copies of the ARU as it is technically necessary in order to operate its system within the limitation specified by the number of image stream channels. End User shall receive one copy of the Documentation in electronic form or in hard copy.

2.2.   The Software shall be used in accordance with the usage volume determined in the Purchase Order and under the terms and conditions of this EULA and the ALP. The Purchase Order contains specific conditions valid for the agreement between the Licensor and the End User for the specific license. References to this EULA within the present document include the reference to the Purchase Order concluded with the End User.

2.3.   The software license described in this document gives the rights solely for the ARU software and no other software or hardware or any other kind of components, unless otherwise stated.

3. Licensing metrics & license fees

3.1.   The license granted to the End User is a permanent license for the lifetime of the Software, and the usage of the Software is limited to a certain number of imported image stream channels, that can be file folders, camera streams or virtual lanes.

3.2.   Image channel shall mean a separated unit monitored by the Software, which can correspond to one traffic lane, or it can pertain to one camera or one file folder. Giving an example, one camera can monitor three traffic lanes, and if the monitored area is divided to three units (virtual lanes), the Software will process license plate data systemized by lanes, therefore each recognized license plate will belong to a definite virtual lane – for this usage purpose the End User shall acquire a license for three image channels.

3.3.   It is strongly recommended to monitor each traffic lane with a separate camera, but in case that one camera is surveilling two or more traffic lanes, the image shall be divided to as much virtual lanes as many traffic lanes are observed.

 The permanent license cannot be taken apart for any reason, and any reselling of the Software shall be valid only upon the prior consent of Licensor.

3.4.   The license fees are defined by the maximum number of the image channels, according to the current Price List. The license fee of the permanent license has to be paid in a lump sum, and it does not contain update and support fees.

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3.5.   Ordering shall be accomplished and payment shall be fulfilled in accordance with the terms stated in the Terms and Conditions.

4. Territorial limitation

The Software has various versions according to the geographical territory in which it has to be used. The EULA grants a license to use the Software within the territory marked on the Purchase Order. Due to its engine different versions are needed to each territory, so if the End User wishes to use the Software in more than one territory, a separate EULA shall be concluded for each territory.

5. Purchasing supplementary license volumes

In case of need for additional license volumes, e.g. the End User decides to install more cameras, and intends to surveille more lanes than before, and for such reason higher license volume would be necessary, supplementary license volumes may be ordered. The ordering and the payment process is the same as when ordering the Software for the first time, according to the terms stated in the Terms and Conditions. Within seven days from receiving the payment End User's license will be supplemented with the additional volume. The validity period of the new term license volumes will begin from the commencement of their usage, consequently it will be valid for a different period of time as the original term license volumes. Notwithstanding the aforesaid the supplementary license volumes will form part of the EULA originally concluded between the parties.

6. Obligations of the End User

The End User undertakes:

6.1.   to use the Software strictly in accordance with this EULA for its own business purposes only and not to disclose the Software or Documentation to any third party; not to disassemble, decompile, reverse engineer, translate, vary, modify or otherwise interfere with the Software;

6.2.   to copy and use the Documentation solely in connection with the proper use of the Software;

6.3.   to communicate with the Licensor in English or in Hungarian;

6.4.	to effect and maintain adequate security measures to safeguard the Software from access or use by any unauthorized person;

6.5.	to maintain accurate and up-to-date records of the number, version and location of all copies of the Software;

6.6.	to supervise and control the use of the Software in accordance with this EULA and in accordance with the Documentation;

6.7.	to replace the current version of the Software with the updated version forthwith upon receipt;

6.8.	not to cause Licensor by its acts or omissions to suffer any claim, cost, loss or damage to Licensor's good name, or the good name of the Software or to Licensor's intellectual property rights;

6.9.	not to provide, sub-license or otherwise make available the Software in whole or in part, in any form to any purpose except for the strictly limited purpose set out in this EULA.

7. Limited Access

7.1.	The End User may grant third parties limited access to the Software solely for the purposes set out in this clause 7 and strictly in accordance with this EULA.

7.2.	Limited access to third parties will only be granted for either:

•	the client of the End User intends to obtain a limited access to the Software in order to control data gained from the function of the Software (this case is possible if the End User acts as a system integrator and is operating the ARU on its own servers and other devices, providing services for a third party), or

•	the End User provides such kind of services which require third party's access to the Software.

7.3.	The End User shall conclude such an agreement with the third party who will be granted with a limited access, which ensures that this third party will be bound by all the obligations of the End User under the EULA. The third party shall use its limited access strictly for the purpose agreed with the End User. The third party shall not in any way subcontract, sublicense, assign or transfer the limited access to the Software to any other party.

7.4.	The End User shall be responsible for the acts and omissions of the third parties as if they were the acts and omissions of the End User.

8. Warranty

8.1.　Unless otherwise provided in this EULA, the Licensor warrants that the Software used in accordance with the Licensor's instructions will perform substantially in accordance with the Documentation supplied by the Licensor. The Licensor does not warrant that the functions or facilities of the Software will meet the End User's requirements or that operation of the Software will be uninterrupted or error free. The existence of such errors shall not constitute a breach of the EULA.

8.2.　The End User acknowledges that the Software has not been prepared to meet the End User's individual requirements and that it is the End User's responsibility to ensure that the functions described in the Documentation meet the End User's requirements.

8.3.　In the event that the End User discovers a material non-conformity in the warranty in 8.1. within 90 days from delivery, which substantially affects the End User's use of the Software, the End User shall notify the Licensor by email or through customer portal and provide documented examples of any defects or errors. For that part of the Software which is affected, the Licensor shall use all reasonable endeavors to correct the non-conformity by, at its sole option, supplying information or a patch or new release for that part of the Software that is affected. The Licensor's obligation hereunder shall not apply where the non-conformity has been caused by any modification, variation or addition to the Software not performed by the Licensor, or has been caused by incorrect use, abuse or corruption of the Software, or by use of the Software with other software, equipment or systems not expressly endorsed by the Licensor.

8.4.　To the extent permitted by the applicable law, the Licensor disclaims all other warranties with respect to the Software, either express or implied, including but not limited to any implied warranties of satisfactory quality or fitness for any particular purpose.

8.5.　The Licensor offers a separate Support Service which responds to queries that may arise with the Software which are not covered by the warranty in this Clause 8.

8.6.　For a higher service level as the warranty may provide, the Asura current Support Agreement shall apply, which shall be incorporated and signed by the Parties in a separate contract. The End User is highly recommended to conclude a support agreement with Licensor from the beginning of the usage of the Software, which may ensure shorter response times and higher service level regarding the improvement of any non-conformity.

9. Liability

9.1.　On the base of the following clauses, the liability of the Licensor to the End User shall not exceed EUR 10.000.- (Ten Thousand Euros) or the sum payable under the EULA for the Software, whichever is smaller, provided always that the Licensor shall not be liable to the End User for any

loss of profit, business, revenue, goodwill or anticipated savings or other special, indirect or consequential loss or damage.

9.2.   The Licensor does not exclude or limit liability for death or personal injury arising from its negligence or from any fraud on its part.

10. Intellectual Property Rights

The End User acknowledges that any and all of the copyright, know how, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Software shall be and remain the sole property of the Licensor. The End User shall not during or at any time after the expiry or termination of the EULA (whether in whole or with respect to support only) in any way question or dispute the ownership of the Licensor.

11. Copyright Indemnity

11.1.   The Licensor shall indemnify the End User against any and all claims, damages, costs or expenditure incurred by the End User as a result of any infringement of copyright, patents, trademarks, or other intellectual property rights affecting the Software provided that:

a)   the End User shall not have infringed any rights in any such copyright, patent, trade mark or other rights; and

b)   the End User shall have exercised a reasonable standard of care in protecting the same and shall not have made or intimated any admission, settlement, opinion or undertaking that may be injurious to the Licensor's defense, failing which the End User shall indemnify the Licensor against all actions, proceedings, costs, claims and expenses incurred in respect of such claims for infringement, and

c)   the End User undertakes to notify the Licensor of any claim made against the End User and the Licensor shall have the right to defend any such claims and make settlements thereof at its own discretion, and

d)   the End User shall give such assistance as the Licensor may reasonably require to settle or oppose any such claims, and

e)   the End User shall apply all reasonable endeavors to mitigate the Licensor's exposure under this indemnity.

11.2.   In the event that any such infringement occurs or may occur, the Licensor may at its sole discretion and expense:

a)   procure for the End User the right to continue using the Software or infringing part thereof; or

b)   modify or amend the Software or infringing part thereof; or

c)   substitute the Software or infringing part thereof by other software of similar capability.

12. Confidentiality

12.1.   All information, trade secrets and proprietary information supplied by the Licensor to the End User in relation to the Software shall be treated as confidential and so shall be every information which by its nature deems to be confidential, excluding any information which was rightfully in the possession of the End User prior to the effective date of the present EULA or which has already been rightfully disclosed to the public. The End User agrees to hold in trust all confidential information and not to disclose that information to any third Parties except to its own employees who need to use the information under obligation of secrecy.

12.2.   The foregoing obligations shall survive any termination of the EULA.

12.3.   All confidential information is the sole and exclusive property of the Licensor and shall be returned upon written request.

12.4.   The End User acknowledges that the Licensor's confidential information constitutes a valuable asset and trade secret. The End User also recognizes that in the event of a violation, the Licensor shall be entitled to a temporary or permanent injunction against the End User without the necessity of showing any actual damages.

13. Termination

13.1.   The Licensor may terminate the EULA with immediate effect notifying the End User, if:

•   the End User has infringed any term, condition or provision of the EULA and fails to remedy such infringement (if capable of remedy) within 30 days of having received written notice of such breach from the Licensor;

•   the End User is delayed with the payment of the license fee for more than thirty (30) days, provided that the End User has received a 5 days prior notice about the termination containing a warning for its obligation of payment.

13.2.   Otherwise this EULA shall remain in full force and effect for the whole lifetime of the Software.

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14. Assignment or Delegation

The End User shall not assign or otherwise transfer all or any part of the license or sub-contract any of its rights or obligations or appoint any agent to perform such obligations.

15. Waiver

Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be deemed to be a waiver of that party's rights hereunder nor shall in any way affect the validity of the whole or any part of the EULA.

16. Amendments

Except the case of ordering supplementary license volumes, as described in Section 5, no amendment to this EULA or the Purchase Order shall be binding unless made in writing, signed by the duly authorized representatives of the Licensor and the End User.

17. Partial invalidity

In the event that any of the terms, conditions or provisions of the EULA shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, the remaining terms, conditions and provisions shall continue to be valid to the extent permitted by law.

18. Notices

Any notice from End User to Licensor shall be sent by email to the following email address: info@asura.com. . Licensor shall communicate with End User via email, sending all notices to End User's email address indicated in the Purchase Order.

19. Force Majeure

Except for the obligation to make payments properly due, neither party will be liable for delay or failure to perform obligations if that delay or failure is caused by circumstances beyond the reasonable control of the affected party provided that the affected party shall promptly give the other notice of such delay or failure and circumstances and that the affected party shall use all reasonable endeavors to mitigate the delay or failure.

20. Language, Law and Jurisdiction

20.1.   The Parties agree that English or Hungarian language shall be the language to be used in all documents and correspondence related to the execution of this EULA, to the Purchase Order and any relating documentation.

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20.2.   Any dispute shall be solved in compliance with the provisions of this EULA and in compliance with the laws of Hungary respectively.

20.3.   If, after 30 (thirty) days from the commencement of amicable negotiations, the Parties have been unable to resolve a dispute which emerged on the basis of this EULA or in connection therewith, the dispute, shall be decided by arbitration. The parties agree that all disputes arising from or in connection with the present EULA, its breach, termination, validity or interpretation, shall be exclusively decided by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, Budapest in accordance with its own Rules of Proceedings. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be Hungarian.

20.4.   The decision of the Court of Arbitration is final and binding for the Parties.

In Budapest, on the …th of …, 2023

ASURA Technologies Zrt.
as LICENSOR

………………..
as END USER

Purchase Order

Name and detailed data of End User	Corporate name: Address: Tax number:
Email address of End User	
License No.	
Software version	
Licensing model	Permanent license
Territory	
Image channels	
Agreed License Price	Currency:
Other comments:	

In Budapest, on the …th of …, 2023

ASURA Technologies Zrt. as LICENSOR	…………….. as END USER

ASURA

Asura End User License Agreement for subscription license

Version number	Release date	Change description
1.0	2024.01.22	

Contents

ASURA

Definitions

Software or ARU: means the Asura Recognition Unit license plate recognition software.

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Asura Licensing Policy (ALP): means the current Asura Licensing Policy, which can be found at the homepage of Asura (www.asuratechnologies.com). The content of the ALP may vary from time to time.

End User License Agreement (EULA): means the present Asura End User License Agreement.

Purchase Order: means the form attached to the present EULA, which in a completed and mutually accepted form constitutes the specific agreement between Licensor and End User.

Documentation: means User's Guide together with all other user instructions technical literature, and the licensing documentation (which consists of the ALP, this EULA, and if other special license is needed, the appropriate license agreement)

License Key: shall mean a decoded character string in any form provided by Licensor to End User to legally use the Software.

Version: shall mean a specific edition of the Software and is designated by a number located to the left of the decimal point (such as V1.x or V2.x). Each new Version of the Software contains significant functionality changes or improvements.

Territory: shall mean the geographic area and business market in which End User may use the Software. The Territory for this EULA is defined in the Purchase Order. The Territory depends on the countries in which the End User intends to use the Software, since each country belong to a certain area.

1. The License

The present End User License Agreement shall be valid together with the Asura Licensing Policy, the Terms & Conditions and the Purchase Order only. The Asura Licensing Policy describes the types of the licenses offered by the licensor, and the concept of licensing. The EULA contains the general terms and conditions of the usage of the Software. Terms & Conditions explain the process of ordering and payment. The Licensor grants a non-exclusive license to End User to use the Software for an indefinite of period of time within the Territory specified in the Purchase Order, and with the limitations described by the permitted volume of usage of the ARU.

2. The Software

2.1.   The End User shall be entitled to download, install and properly use as many copies of the ARU as it is technically necessary in order to operate its system within the limitation specified by the number of image stream channels. End User shall receive one copy of the Documentation in electronic form or in hard copy.

2.2.   The Software shall be used in accordance with the usage volume determined in the Purchase Order and under the terms and conditions of this EULA and the ALP. The Purchase Order contains specific conditions valid for the agreement between the Licensor and the End User for the specific license. References to this EULA within the present document include the reference to the Purchase Order concluded with the End User.

2.3.   The software license described in this document gives the rights solely for the ARU software and no other software or hardware or any other kind of components, unless otherwise stated.

3. Licensing metrics & license fees

3.1.   The license granted to the End User is valid for an indefinite period of time, and the usage of the Software is limited to a certain number of imported image stream channels, that can be file folders, camera streams or virtual lanes.

3.2.   Image channel shall mean a separated unit monitored by the Software, which can correspond to one traffic lane, or it can pertain to one camera or one file folder. Giving an example, one camera can monitor three traffic lanes, and if the monitored area is divided to three units (virtual lanes), the Software will process license plate data systemized by lanes, therefore each recognized license plate will belong to a definite virtual lane – for this usage purpose the End User shall acquire a license for three image channels.

3.3.　　It is strongly recommended to monitor each traffic lane with a separate camera, but in case that one camera is surveilling two or more traffic lanes, the image shall be divided to as much virtual lanes as many traffic lanes are observed.

3.4.　　IAccording to this subscription-based model, after termination of the license the End User shall not be entitled to keep using the Software, and it will be obliged to uninstall the Software and all portions thereof. The Licensor retains its right to use technical measures to restrain or make unable the End User to use the Software after expiry of the termination.

3.5.　　The End User does not acquire ownership over the copies used by it, and exhaustion of rights cannot be applied to this licensing method, consequently the reselling of the Software as a used software is strictly prohibited.

3.6.　　This subscription-based EULA expires only if either of the Parties wishes to discontinue the legal relationship. If neither of the Parties send a one month prior termination notice in writing before the end of the term to the other Party, the EULA will be automatically extended by one another year upon the expiration of the actual term.

3.7.　　The license fees are defined by the period of timeI and the maximum number of the image channels, according to the current Price List. This subscription-based license fee shall be paid annually.

3.8.　　Ordering shall be accomplished and payment shall be fulfilled in accordance with the terms stated in the Terms and Conditions.

4. Territorial limitation

The Software has various versions according to the geographical territory in which it has to be used. The EULA grants a license to use the Software within the territory marked on the Purchase Order. Due to its engine different versions are needed to each territory, so if the End User wishes to use the Software in more than one territory, a separate EULA shall be concluded for each territory.

5. Purchasing supplementary license volumes

In case of need for additional license volumes, e.g. the End User decides to install more cameras, and intends to surveille more lanes than before, and for such reason higher license volume would be necessary, supplementary license volumes may be ordered. The ordering and the payment process is the same as when ordering the Software for the first time, according to the terms stated in the Terms and Conditions. Within seven days from receiving the payment End User's license will be supplemented with the additional volume. The validity period of the new term license volumes will begin from the commencement of their usage, consequently it will be valid for a

different period of time as the original term license volumes. Notwithstanding the aforesaid the supplementary license volumes will form part of the EULA originally concluded between the parties.

6. Obligations of the End User

The End User undertakes:

6.1.   to use the Software strictly in accordance with this EULA for its own business purposes only and not to disclose the Software or Documentation to any third party; not to disassemble, decompile, reverse engineer, translate, vary, modify or otherwise interfere with the Software;

6.2.   to copy and use the Documentation solely in connection with the proper use of the Software;

6.3.   to communicate with the Licensor in English or in Hungarian;

6.4.   to effect and maintain adequate security measures to safeguard the Software from access or use by any unauthorized person;

6.5.   to maintain accurate and up-to-date records of the number, version and location of all copies of the Software;

6.6.   to supervise and control the use of the Software in accordance with this EULA and in accordance with the Documentation;

6.7.   to replace the current version of the Software with the updated version forthwith upon receipt;

6.8.   not to cause Licensor by its acts or omissions to suffer any claim, cost, loss or damage to Licensor's good name, or the good name of the Software or to Licensor's intellectual property rights;

6.9.   not to provide, sub-license or otherwise make available the Software in whole or in part, in any form to any purpose except for the strictly limited purpose set out in this EULA.

7. Limited Access

7.1.   The End User may grant third parties limited access to the Software solely for the purposes set out in this clause 7 and strictly in accordance with this EULA.

7.2.   Limited access to third parties will only be granted for either:

•   the client of the End User intends to obtain a limited access to the Software in order to control data gained from the function of the Software (this case is possible if the End User acts as a system integrator and is operating the ARU on its own servers and other devices, providing services for a third party), or

•   the End User provides such kind of services which require third party's access to the Software.

7.3. The End User shall conclude such an agreement with the third party who will be granted with a limited access, which ensures that this third party will be bound by all the obligations of the End User under the EULA. The third party shall use its limited access strictly for the purpose agreed with the End User. The third party shall not in any way subcontract, sublicense, assign or transfer the limited access to the Software to any other party.

7.4. The End User shall be responsible for the acts and omissions of the third parties as if they were the acts and omissions of the End User.

8. Warranty

8.1. Unless otherwise provided in this EULA, the Licensor warrants that the Software used in accordance with the Licensor's instructions will perform substantially in accordance with the Documentation supplied by the Licensor during the term of this EULA. The Licensor does not warrant that the functions or facilities of the Software will meet the End User's requirements or that operation of the Software will be uninterrupted or error free. The existence of such errors shall not constitute a breach of the EULA.

8.2. The End User acknowledges that the Software has not been prepared to meet the End User's individual requirements and that it is the End User's responsibility to ensure that the functions described in the Documentation meet the End User's requirements.

8.3. In the event that the End User discovers a material non-conformity in the warranty in 8.1. within 90 days from delivery, which substantially affects the End User's use of the Software, the End User shall notify the Licensor by email or through customer portal and provide documented examples of any defects or errors. For that part of the Software which is affected, the Licensor shall use all reasonable endeavors to correct the non-conformity by, at its sole option, supplying information or a patch or new release for that part of the Software that is affected. The Licensor's obligation hereunder shall not apply where the non-conformity has been caused by any modification, variation or addition to the Software not performed by the Licensor, or has been caused by incorrect use, abuse or corruption of the Software, or by use of the Software with other software, equipment or systems not expressly endorsed by the Licensor.

8.4. To the extent permitted by the applicable law, the Licensor disclaims all other warranties with respect to the Software, either express or implied, including but not limited to any implied warranties of satisfactory quality or fitness for any particular purpose.

8.5. The Licensor offers a separate Support Service which responds to queries that may arise with the Software which are not covered by the warranty in this Clause 8.

8.6. For a higher service level as the warranty may provide, the Asura current Support Agreement shall apply, which shall be incorporated and signed by the Parties in a separate contract. The End User is highly recommended to conclude a support agreement with Licensor from the beginning of the usage of the Software, which may ensure shorter response times and higher service level regarding the improvement of any non-conformity.

9. Liability

9.1.   On the base of the following clauses, the liability of the Licensor to the End User shall not exceed EUR 10.000.- (Ten Thousand Euros) or the sum payable under the EULA for the Software, whichever is smaller, provided always that the Licensor shall not be liable to the End User for any loss of profit, business, revenue, goodwill or anticipated savings or other special, indirect or consequential loss or damage.

9.2.   The Licensor does not exclude or limit liability for death or personal injury arising from its negligence or from any fraud on its part.

10. Intellectual Property Rights

The End User acknowledges that any and all of the copyright, know how, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Software shall be and remain the sole property of the Licensor. The End User shall not during or at any time after the expiry or termination of the EULA (whether in whole or with respect to support only) in any way question or dispute the ownership of the Licensor.

11. Copyright Indemnity

11.1.   The Licensor shall indemnify the End User against any and all claims, damages, costs or expenditure incurred by the End User as a result of any infringement of copyright, patents, trademarks, or other intellectual property rights affecting the Software provided that:

a)   the End User shall not have infringed any rights in any such copyright, patent, trade mark or other rights; and

b)   the End User shall have exercised a reasonable standard of care in protecting the same and shall not have made or intimated any admission, settlement, opinion or undertaking that may be injurious to the Licensor's defense, failing which the End User shall indemnify the Licensor against all actions, proceedings, costs, claims and expenses incurred in respect of such claims for infringement, and

c)   the End User undertakes to notify the Licensor of any claim made against the End User and the Licensor shall have the right to defend any such claims and make settlements thereof at its own discretion, and

d)   the End User shall give such assistance as the Licensor may reasonably require to settle or oppose any such claims, and

e)   the End User shall apply all reasonable endeavors to mitigate the Licensor's exposure under this indemnity.

11.2.   In the event that any such infringement occurs or may occur, the Licensor may at its sole discretion and expense:

a)   procure for the End User the right to continue using the Software or infringing part thereof; or

b)   modify or amend the Software or infringing part thereof; or

c)   substitute the Software or infringing part thereof by other software of similar capability.

12. Confidentiality

12.1.   All information, trade secrets and proprietary information supplied by the Licensor to the End User in relation to the Software shall be treated as confidential and so shall be every information which by its nature deems to be confidential, excluding any information which was rightfully in the possession of the End User prior to the effective date of the present EULA or which has already been rightfully disclosed to the public. The End User agrees to hold in trust all confidential information and not to disclose that information to any third Parties except to its own employees who need to use the information under obligation of secrecy.

12.2.   The foregoing obligations shall survive any termination of the EULA.

12.3.   All confidential information is the sole and exclusive property of the Licensor and shall be returned upon written request.

12.4.   The End User acknowledges that the Licensor's confidential information constitutes a valuable asset and trade secret. The End User also recognizes that in the event of a violation, the Licensor shall be entitled to a temporary or permanent injunction against the End User without the necessity of showing any actual damages

13. Termination

13.1.   The Licensor may terminate the EULA with immediate effect notifying the End User, if:

•   the End User has infringed any term, condition or provision of the EULA and fails to remedy such infringement (if capable of remedy) within 30 days of having received written notice of such breach from the Licensor;

•   the End User is delayed with the payment of the license fee for more than thirty (30) days, provided that the End User has received a 5 days prior notice about the termination containing a warning for its obligation of payment.

13.2.   This EULA is concluded for an indefinite period of time, and it expires only if either of the Parties wishes to discontinue the legal relationship. If neither of the Parties send a one month prior termination notice in writing before the end of the term to the other Party, the EULA will be automatically extended by one another year upon the expiration of the actual term.

13.3.   Within 7 days from termination for whatever reason, the End User shall return or destroy (as the Licensor shall instruct) the Software and all copies thereof.

14. Assignment or Delegation

The End User shall not assign or otherwise transfer all or any part of the license or sub-contract any of its rights or obligations or appoint any agent to perform such obligations.

15. Waiver

Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be deemed to be a waiver of that party's rights hereunder nor shall in any way affect the validity of the whole or any part of the EULA.

16. Amendments

Except the case of ordering supplementary license volumes, as described in Section 5, no amendment to this EULA or the Purchase Order shall be binding unless made in writing, signed by the duly authorized representatives of the Licensor and the End User.

17. Partial invalidity

In the event that any of the terms, conditions or provisions of the EULA shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, the remaining terms, conditions and provisions shall continue to be valid to the extent permitted by law.

18. Notices

Any notice from End User to Licensor shall be sent by email to the following email address: info@asura.com. Licensor shall communicate with End User via email, sending all notices to End User's email address indicated in the Purchase Order.

19. Force Majeure

Except for the obligation to make payments properly due, neither party will be liable for delay or failure to perform obligations if that delay or failure is caused by circumstances beyond the reasonable control of the affected party provided that the affected party shall promptly give the other notice of such delay or failure and circumstances and that the affected party shall use all reasonable endeavors to mitigate the delay or failure.

20. Language, Law and Jurisdiction

20.1.   The Parties agree that English or Hungarian language shall be the language to be used in all documents and correspondence related to the execution of this EULA, to the Purchase Order and any relating documentation.

20.2.   Any dispute shall be solved in compliance with the provisions of this EULA and in compliance with the laws of Hungary respectively.

20.3.   If, after 30 (thirty) days from the commencement of amicable negotiations, the Parties have been unable to resolve a dispute which emerged on the basis of this EULA or in connection therewith, the dispute, shall be decided by arbitration. The parties agree that all disputes arising from or in connection with the present EULA, its breach, termination, validity or interpretation, shall be exclusively decided by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, Budapest in accordance with its own Rules of Proceedings. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be Hungarian.

20.4.   The decision of the Court of Arbitration is final and binding for the Parties.

In Budapest, on the …th of …, 2024

ASURA Technologies Zrt.	………………..
as LICENSOR	as END USER

ASURA

Purchase Order

Name and detailed data of End User	Corporate name: Address: Tax number:
Email address of End User	
License No.	
Software version	
Licensing model	Subscription-based license
Territory	
Image channels	
Agreed License Price	Annual fee: Currency:
Other comments:	

In Budapest, on the …th of …, 2024

ASURA Technologies Zrt. as LICENSOR	……………….. as END USER

ASURA

Asura Licensing Policy

Version number	Release date	Change description
1.0	2023.05.02	
2.0	2023.12.15	

Contents

General

This document explains the current policy of Asura Group regarding the licensing of the Asura Recognition Unit (hereinafter referred to as the "Software" or "ARU"). ARU is a proprietary software, and the IPR holder retains all intellectual property rights over the Software. ARU is licensed by one of the affiliates of Asura Group, which shall act as the Licensor of the Software.

Licensor lets the users use the Software via software license agreements that means that any user shall have the appropriate software license to legally use the Software. As a legal user of the Software the certain user acts as the Licensee or End User.

Licensee refers to any user which enters into an agreement for the usage of any kind with the Licensor, so Licensee can be an Embedded Software License Distributor, a Value Added Reseller, or an End User. End Users are granted with license for own purposes only (including the right to use the Software within their usual commercial activity). Other users may be entitled for other usage purposes than the own usage purpose, such as distribution or development.

End Users of ARU are typically – but not exclusively – IT companies which offer their own services using ARU as recognition unit of the system, e.g. solution service providers, system integrators. End Users commonly implement the Software into a system which has to be operated at End User's client site, and the system is operated on hardware provided and owned by the End User.

End user license agreements are used by software and other information technology companies to protect their valuable intellectual assets and to advise technology users of their rights and responsibilities under intellectual property and other applicable laws. More importantly, installation of any software must have a justifiable business purpose and must be properly licensed. All End User of ARU shall enter into an End User License Agreement (EULA) with Licensor.

End Users can choose between two licensing concepts: the permanent license and the term license. Permanent license means a lifetime license, whereby the End User's right to use the Software is not limited in time. In this model update fees and support fees shall be paid separately. Term license is a subscription-based licensing model for an indefinite period of time, which is provided for one year, with annual prolongation. The annual license fee contains the updates and a definite support package.

End Users may acquire additional licenses according to their needs, which is possible as a standard licensing method under the terms of the Section "Purchasing supplementary license volumes" of the EULA.

Enterprise License Agreement (ELA) is for those End Users who wishes to obtain a license different from the standard licensing model, which means that it allows the unlimited use of the Software, regardless to the number of lanes. ELA is not a standard license, it always has to be concluded individually between the Parties, as an addendum to the EULA.

In other cases the system has to be installed to the devices of the Licensee's client, in such a case the Software shall be implemented as an embedded product. The Embedded Software License entitles the ESL Distributor to embed the Software as an integrated component of the

program or system developed or integrated by the same. The ESL Distributor will be granted with distribution rights, which refers to the right to distribute the Software together with the program or system developed or integrated by the ESL Distributor to its own end user in an embedded form.

For End Users the ARU End User License Agreement (EULA) shall apply, which grants a license for an own purpose usage. The End User is not entitled to modify, develop, or disassemble the Software, and it is even forbidden for an End User to transfer, resell or to make available the Software for third persons in any way, unless the permitted manners of making it available defined by the EULA and the Purchase Orderaccepted by Order Confirmation, which together form the individual contract concluded with the specific End User. The End User licensing is based on volume licensing, wherein the metrics is determined on a usage volume defined by the number of observed traffic lanes.

The Purchase Order is an inseparable annex of the EULA, in which the specific granted license shall be defined by specifying the proper volume of the usage and the duration of the license (permanent or for an undefinite period of time). The license is also limited to the territory marked on the Purchase Order. While the EULA contains the general terms and conditions of the usage of the Software, the Purchase Order is specific, and it shall be concluded with all End Users individually.

A Value Added Reseller (VAR) agreement will be concluded with those special partners, who will be entitled to develop applications and solutions built upon Asura ALPR and to resell the Software together with the own-made developments. The VAR partners shall comply with all expected professional, technical and educational requirements. VAR is not a standard license, it shall be concluded individually between the Parties.

The Software

By obtaining a license the End User shall be entitled to download, install and execute so many copies of the Software as it is reasonable according to the acquired license volume.

Over the technically necessary copies of the operating ARU only one backup copy can be stored without operation.

Documentation

Documentation means User's Guide together with all other user instructions technical literature, and from the other hand the licensing documentation (which consists of the EULA or if other special license is needed, the appropriate license agreement).

In case of concluding the contract by electronic means the End User shall receive the Documentation in electronic form, and the terms and conditions of the present Licensing Policy and the current EULA shall be accepted by clickwrap by the End User.

If the parties negotiate their contractual relationship before entering into an agreement, the End User shall receive and duly sign the licensing documentation in a written form or electronically. In case of electronic purchase order the licenses shall be accepted by the Licensee by clicking on the link of acceptance. User's guide shall be delivered to End User in electronic form. User's guide contains all instructions which are necessary for the installation and the operation of the Software.

Licensing methods

The license granted to a Licensee shall be adjusted to the Licensee's activity related to the Software: different licensing methods apply for End Users, for End Users with Enterprise License, for Embedded Software License Distributors, Value Added Resellers. Volume licensing means that the Licensee will be granted with the appropriate license according to the relevant metrics, for a definite volume of usage. For each volume licensing method it is indispensable to comprehend, that the licensed volumes are indivisible, and these ones form a sole organic license, therefore it is strictly prohibited to resell, sublicense, or to provide access in any other manner to a certain part of the originally licensed volume.

Updates, upgrades

Update means any modification, correction or alteration to the Software that provides limited enhancement to functionality, and is designated by an increase in the version number to the right of the decimal point.

Licensor may provide End User with updates to the Software under the term of the EULA. End Users entering into a permanent license shall pay a separate fee for updates. End Users having a term license will receive automatically all updates during the term. Licensor will advise End User about such updates in due time, and End User undertakes to download and install the updates. Updates serve to improve the efficiency of the Software and to rectify bugs, provide patches, hotfixes – so downloading and installing the updates is in End User's interest. End User acknowledges that in case it fails to download and install updates will result that the End User will lose its entitlement for warranty.

Upgrade means a new release version of the Software that includes significant new features and/or functionality and is designated by an increase in the version number to the left of the decimal point. End Users will be provided with Upgrades upon order, and Upgrades are chargeable according to the current price list.

Support

For this service the Support Agreement shall apply, which shall be incorporated and signed by the Parties in a separate contract. Support shall facilitate the appropriate operation of the Software, which may ensure warranted response times and service level regarding the improvement of any non-conformity. Subscription-based license contains a definite support, while End Users granted with a permanent license shall pay an annual fee for support package.

System integrators

The End Users of ARU possibly can be system integrators. A system integrator may execute the Software on its own devices, while it is providing services to a third person. That third person, who is the system integrator's client, shall have no access to the Software, therefore ARU shall be operated and maintained by the system integrator as End User only. System integrator may also execute the Software on such devices, which are not owned by it, but the system integrator is a lawful user of these devices, and it has exclusive access to them (e.g. Software is operated on rented server).

Embedded product distributors

The Licensee can be a system integrator or developer which is offering to its client the required system as an integrated solution which can be licensed to the customer as the system integrator's own product. In this case the system integrator intends to embed the Software to its own system in such manner, that it has to be installed to the system as an integrated component of it, and in a silent mode. The client of the Licensee must not be permitted to access the Software directly but rather only through the system integrator's solution. For such purpose the Licensee shall conclude an Embedded Software License (ESL) Agreement with Licensor.

End Users granted with Enterprise License

Those End Users which intends to acquire a license for an unlimited usage volume, or based on other grounds than licensed image channels, have to enter into an Enterprise License Agreement (ELA) with the Licensor. The ELA shall be negotiated individually, and shall be offered in a customized manner, for a special license fee.

Monitoring

To ensure adherence to this Licensing Policy and related copyright laws, Licensor reserves the right to monitor software installations and usage all computers owned or exclusively used by End User.

Copyright

The copyright and other intellectual property rights of whatever nature in ARU (including any modifications made thereto) are and shall remain the property of ASURA Technologies Ltd. (a company incorporated under the laws of Hungary, registered under company registration number 01 10 140920, with its principal place of business at 1122 Budapest, Hungary, Városmajor utca 12-14. C. ép.. The copyright holder reserves the right to grant licenses directly or through its authorized affiliates which can act as a Licensor, for the use of the Software for third parties.

ASURA

Asura Cloud Software as a Service Agreement

Version number	Release date	Change description
1.0	2024.01.21	

Contents

Parties

This Software as a Service Agreement is concluded by and between

ASURA Technologies Ltd., a company incorporated under the laws of Hungary, registered under company registration number 01 09 296138, with its principal place of business at 1122 Budapest, Hungary, Városmajor utca 12-14. C. ép.

as service provider (hereinafter referred to as "Service Provider")

and

……………

as customer (hereinafter referred to as "Customer")

The Customer and Service provider jointly hereinafter referred to as: "Parties"

Definitions

Software or ARC means the Asura Revenue Collection software.

Sofware as a Service (SaaS): for the purposes of this Agreement is the model for the use of the Software where customers access the ARC running in the cloud. Within this cloud computing-based solution the Software is hosted from a data center, and it is not installed to customer's devices. The Software is not licensed to and not accessed by the customer, only its functionality becomes available. SaaS is subscription-based, and it acquits the customer of all operation and maintenance tasks.

Service Provider: means ASURA Technologies Ltd., a company incorporated under the laws of Hungary, registered under company registration number 01 10 140920, with its principal place of business at 1122 Budapest, Hungary, Városmajor utca 12-14. C. ép., which provides the availability of the functions of ARC.

Customer: means the entity which enters into this SaaS Agreement with Service Provider, and which uses the services provided by Service Provider by accessing the functionality of the Software through the Internet.

Purchase Order: means the purchase order form filled in by the Customer, which is sent by email or through customer portal to Service Provider. Service Provider shall confirm the reception of the Purchase Order within 3 days.

Version: shall mean a specific edition of the Software and is designated by a number located to the left of the decimal point (such as V1.x or V2.x). Each new Version of the Software contains significant functionality changes or improvements.

Services: means all the functionality of the Software, which is available to the Customer within the frame of the Software as a Service model.

1. Preamble

This Software as a Service Agreement (hereinafter: SaaS Agreement or Agreement) describes the scope and provision of Asura Cloud SaaS services to be provided by Service Provider to Customer.

ARC is a proprietary software, which is protected by copyright law, among others especially by the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs, and by international treaties and national laws.

The IPR holder of ARC retains all intellectual property rights over the Software, and Customer will be granted only with the use rights provided herein and no other right over the Software will pertain to Customer under any circumstance.

By using the Services the Customer will access via Internet-connection the main functions of ARC.

2. Access of the Software by Customer

The Customer is not allowed to directly access, download or install the Software, since it is running solely on the data center operated by the Service Provider. The Software is provided „as is", and Customer may not have any individual expectation or need in relation to ARC, except the accurate operation of its main functions.

Customer can access the ARC according as it is described in the specification.

Customer may be entitled to connect ARC through its own application, if this application, which is made to afford management tasks, is developed by Customer. The own application may be connected to ARC through a standard port. Service Provider will support only the set-up of the connection, providing the API which is usable to connect an external system. Service Provider is not obliged to perform any additional support over the technical assistance defined herein.

3. Usage volume

The use of the Services is limited to a certain number of imported image stream channels, which shall be sorted into file folders,. Usage volume means the number of the file folders imported by the Customer. Pricing may be based on the usage volume, which means the number of the file folders or other metrics. It is also possible that the Parties agree in a fixed price.

The ordered usage volume typically covers a certain quantity of data processing capacity. In that exceptional case if Customer intends to import such kind of images, which are built up of larger data than an average image for this purpose, due to their format or high-resolution, additional fees may arise.

4. Fees

The service fees are defined by the usage volume or other method, according to the proposal, which is based on a preliminary project survey. Fees for the Services are payable in advance monthly, quarterly or yearly. All remuneration for the Services is payable by Customer to Service Provider within 8 days from issuing its invoice (in case of new customers: pro forma invoice).

Customer will be obliged to fulfil its payment obligations according to the followings:

•   Payments are due within 8 days from the issuance of the pro forma invoice,
•   Payments shall be made in currency indicated on the pro forma invoice,
•   Prices do not include any taxes, duties or any other additional sums (only VAT shall be indicated),
The Service Provider reserves the right to charge interest on late payments at a rate of 8% points per annum above the base rate of the Hungarian National Bank.

5. Commencement of Services

Services will become available within 5 days from the fulfillment of the payment obligation. After receival of payment Service Provider will make all reasonable efforts to set up and make accessible the virtual server which shall belong to Customer. Service Provider will send all information via email to Customer which is necessary to enable Customer to connect its virtual server.

After the fulfilment of payment Service Provider will issue an electronic invoice, which shall be a valid invoice in accordance with all statutory requirements. Service Provider will send to Customer the invoice within 15 days from receiving the payment.

6. Term and termination
This Agreement shall come into force upon confirmation of Customer's Purchase Order by Service Provider, and shall remain effective for an indefinite period of time.

Customer may terminate the Agreement by sending a written termination notice to Service Provider at least 15 days before the end of the chosen invoicing period (month, quarter, year). If Service Provider does not receive termination notice until the above deadline, it will issue and send to Customer the next pro-form invoice for the forthcoming invoicing period.

The Service Provider may suspend the Services if Customer fails to pay in due time. Service Provider shall send a 1 day prior notice via email about the suspension, containing a warning for

Customer's obligation of payment. From the suspension of the Services Customer will have a 30 days grace period to fulfil the payment. In case of performing the payment within the grace period the Services will be restarted automatically upon receival of the payment.

If payment is not fulfilled within 30 days from the suspension, the SaaS Agreement will terminate automatically and with immediate effect.

7. Warranty

Uptime service commitment: Service Provider will use commercially reasonable efforts to make the Services available with a monthly uptime percentage of at least 99%, in each case during any invoicing period.

Scheduled Downtime: The Service Provider reserves the right to temporarily suspend access to the Software-as-a-Service for scheduled maintenance, updates, or upgrades. The Service Provider agrees to provide the Customer with a minimum of five (5) days' advance written notice of any planned downtime. During scheduled downtime, access to the service may be temporarily unavailable. The Service Provider will make reasonable efforts to schedule such downtime during off-peak hours and to minimize the duration of any service interruptions. The Customer acknowledges and agrees that the Service Provider shall not be liable for any loss or damage arising from scheduled downtime, provided that such downtime is communicated to the Customer in accordance with the notice period specified herein

Exceptions to uptime service commitment: The uptime service commitment does not apply to any unavailability, suspension or termination of the Services: (i) that result from a suspension described in Section 6 due to delay in payment; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems; (iii) that result from any actions or inactions of Customer or any third party, including failure to acknowledge a recovery volume; (iv) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Service Provider's direct control). If availability is impacted by factors other than those used in the Periodical Uptime Percentage calculation, then Service Provider may issue a Service Credit considering such factors at its own discretion.

To the extent permitted by the applicable law, Service Provider disclaims all other warranties with respect to the Services, either express or implied, including but not limited to any implied warranties of satisfactory quality or fitness for any particular purpose.

8. Limitation on liability

On the base of the following clauses, the liability of Service Provider to the Customer shall not exceed the sum payable according to Section 7 for one invoicing period, provided always that the Service Provider shall not be liable to Customer for any loss of profit, business, revenue, goodwill or anticipated savings or other special, indirect or consequential loss or damage. Service Provider

does not exclude or limit liability for death or personal injury arising from its negligence or from any fraud on its part.

9. Protection of personal data

ARC typically does not process any data of personal nature. License plate numbers are not connected to any identifiable natural person, since the Software has not been designed to collect or process data in such manner. Incidentally the portrait of those persons may appear on the photographs made by the cameras, who are visible behind the windscreen of the vehicle. ARC itself is not capable to link a portrait photo or a license plate number with a natural person's name or any other personal data which makes him/her identifiable, therefore ARC processes anonymized data only. In case of any doubt related to the legal interpretation of the personal nature of a photo on which a person appears, it is the sole responsibility of the Customer to take all precautionary measures regarding privacy and protection of personal data. Service Provider shall not be deemed as a data controller, since all data entering to the Software are collected for the purposes of the Customer. Consequently Customer shall be responsible for all personal data protection aspects of its own system, especially if Customer links the data processed by ARC with other data of personal nature.

In case of using ARC to connect it with such external systems which will import personal data into the system, Service Provider and Customer shall conclude a data processing agreement with each other according to GDPR. Customer shall notify Service Provider in advance on any personal data processing, and Customer as a data controller is solely responsible for the lawfulness of such data processing.

10. Miscellaneous

The Parties agree that English or Hungarian language shall be the language to be used in all documents and correspondence related to the execution of this SaaS Agreement.

Any dispute shall be solved in compliance with the provisions of this Agreement and in compliance with the laws of Hungary respectively.

If, after 30 (thirty) days from the commencement of amicable negotiations, the Parties have been unable to resolve a dispute which emerged on the basis of this SaaS Agreement or in connection therewith, the dispute, shall be decided by arbitration. The parties agree that all disputes arising from or in connection with the present SaaS Agreement, its breach, termination, validity or interpretation, shall be exclusively decided by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, Budapest in accordance with its own Rules of Proceedings. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be Hungarian. The decision of the Court of Arbitration is final and binding for the Parties.

Purchase Order

Name and detailed data of Customer	Corporate name: Address: Tax number:
Email address of Customer	
License No.	
Software version	
Licensing model	Software-as-a-Service
Territory	
Image channels	
Agreed Price	Annual fee: Currency:
Other comments:	

In Budapest, on the …th of …, 2024

_____
ASURA Technologies Zrt.
as SERVICE PROVIDER

_____
………………..
as CUSTOMER

ASURA

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Asura Software Support Agreement

Version number	Release date	Change description
1.0	2024.01.12	

Contents

Parties

This Software Support Agreement is concluded by and between

ASURA Technologies Ltd., a company incorporated under the laws of Hungary, registered under company registration number 01 10 140920, with its principal place of business at 1122 Budapest, Hungary, Városmajor utca 12-14. C. ép..

as service provider (hereinafter referred to as "Service Provider")

and

……………

as customer (hereinafter referred to as "Customer")

The Customer and Service provider jointly hereinafter referred to as: "Parties"

Definitions

Software or ARU: means the Asura Recognition Unit license plate recognition software.

Software Fault: The term "Software Fault" is considered to be a deviation from the predefined scope or previously tested behavior, categorized in ANNEX 1. Any critical issue that severely impacts the functionality of the Software and prevents operation is not automatically considered to be a fault. To identify and initiate the correction of the fault, it must contain all essential details and be reproducible in an environment accessible to Support.

Workaround: Temporary or alternative solution to a problem or limitation in a system or software application. Workarounds are used to keep the software functional and meet immediate needs while a more permanent solution is being developed or planned.

Response Time: In the context of Software Fault, Response Time refers to the duration or time period it takes for the Service Provider to respond to a request or query from the Customer. A query must be submitted by Customer through one of the following channels:

•   Email: [email here]

•   By using the following form: [link] defined in ANNEX 2

Start of resolution: Timeframe marking the initiation of actions taken by the relevant department or individual responsible for the diagnosis and troubleshooting. Timeframes are stated in each fault category. Each resolution request generates a new ID and restarts the timeframes defined below marking the beginning on an effort to resolve the issue addressed.

Solution: Solution refers to a corrective action, or workaround implemented and deliver to rectify the fault.

Solution Delivered: means the duration taken from the automatic or first level response after the request is submitted.

1. Preamble

This Software Support Agreement (hereinafter: SSA or ASURA Support) describes the scope and provision of software support services to be provided by Service Provider to Customer.

Service Provider is the manufacturer and the Licensor of ARU, and Customer entered into an appropriate license agreement with Licensor as Licensee (which can be an Asura End User License Agreement, or an Asura Embedded License Agreement, or an Asura Enterprise License Agreement, or any other agreement which can be concluded between licensor and licensee according to the Asura Licensing Policy for the usage of the Software). This SSA shall be valid only if a license agreement for the usage of ARU is effective between the Parties.

Support shall facilitate the appropriate operation of the Software, which may ensure warranted response times regarding the improvement of any non-conformity.

2. Term and termination

This Agreement shall come into force upon the Signature Date.

This Agreement shall continue in force for 1 year from the Signature Date. If neither of the Parties send a one month prior termination notice in writing before the end of the term to the other Party, the SSA will be automatically extended by the same period of time upon the expiration of the actual term.

The Service Provider may terminate the SSA with immediate effect notifying the Customer, if the Customer is delayed with the payment of the support fee for more than thirty (30) days, provided that the Customer has received a 5 days prior notice about the termination containing a warning for its obligation of payment.

3. Scope of SSA

This Agreement describes the standard services which Customer receives from Service Provider. The full scope of ASURA Support on the Signature Date includes the elements described below.

Service Provider shall provide 2nd Level Support and 3rd Level Support to the Customer during the Term of this Agreement.

1st level support means helpdesk, which mainly refers to malfunctions emerged at Customer's Client site, and which shall be provided by Customer towards its own Client. Due to that circumstance that ARU will be executed as an integrated part of a larger system, the operator's or administrator's tasks of the system shall not be supported by Service Provider, only the operation of ARU at Customer's site.

2nd level support is provided by Service Provider's technicians, and it is usually (but not exceptionally) dealing with minor issues, that 1st level support is not equipped to handle.

3rd level support covers those tasks which has been escalated to the third level due to the complexity of the problem, which requires the most specific knowledge. 3rd level support can spread to programming tasks, to the development of a new release or patch, or to the issuance of a new usable workaround.

Software Fault categories and Response Times are described in the SLA (Service Level Agreement) attached hereto as ANNEX 1.

4. Limitations

The scope of Support only aims at the resolution of Software Faults and problems caused by the Software. It does not include usage and operational questions which are the responsibility of the Customer.

Service Provider is not obliged to provide any support services for Software Faults or non-conformities that are in Customer's area of responsibility and as a result, for example, from inappropriate installation, lack of or incorrect operation or faulty hardware and for any Software Fault that arises because Customer has altered the Software without authorization by Service Provider or is in breach of the license provisions.

Service Provider shall not be obliged to provide any support services related to third party products for which Customer has not obtained a license as part of the Software. Third party product support usually means setting, installation, implementation tasks to be performed on software or hardware connected to Customer's system, and Service Provider grants the third party product support only on a best effort basis, but does not warrant that it will be able to resolve third party component malfunctions of any kind.

5. Duties

Service Provider bears sole responsibility for the provision of services in relation to all inquiries from Customer. Service Provider must fulfill all Second and Third Level Support duties for the Software.

The resolution processing system automatically collects system data related to system error messages. Customer gives all consents required by law for this purpose, in particular under data protection law.

Customer must ensure that the communication connection between Service Provider and Customer, which are necessary for remote support to be provided efficiently, are operable at all times and allow

satisfactory response times. This also covers the required communications connections to any third parties involved. Customer must bear the connection costs resulting from remote support.

If the Customer has a contract with a third party whose system, software or application is integrated into ASURA's system and the Customer's contract with such third party is terminated or modified in such a manner that the functionality of the cooperating systems is significantly affected, the Customer shall immediately notify ASURA. The Customer shall be liable for any consequences of failure to notify ASURA.

6. Fees

Fees for ASURA Support are payable in advance for the 12 months to come. All remuneration for ASURA Support is payable by Customer to Service Provider within 30 days from issuing its invoice (or pro forma invoice).

Customer will be obliged to fulfil its payment obligations according to the followings:

• Payments are due within 8 days from the issuance of the (pro forma) invoice,
• Payments shall be made in currency indicated on the (pro forma) invoice,
• Prices do not include any taxes, duties or any other additional sums (only VAT shall be indicated),

The Service Provider reserves the right to charge interest on late payments at a rate of 8% points per annum above the base rate of the Hungarian National Bank.

7. Inscription, ordering process

Customer is required to register through customer portal. By submitting the Purchase Order Form Customer can order the chosen ASURA Support services. The ordering of the ASURA Support constitutes a binding offer, which Service Provider may assume by sending an Order Confirmation to Customer via email. For the ordering process the provisions of the Terms and Conditions shall accordingly apply.

8. Software Fault processing

When Software Faults are reported, Service Provider will provide support to Customer during local office hours by providing information on how to remedy, avoid and bypass errors. The main channel for support will be the support infrastructure provided by Service Provider for cooperation in problem resolution (email, phone, remote control or onsite support).

Service Provider may require that a remote connection shall be established by the Customer which meets Service Provider's technical specifications. Onsite support shall be provided for additional support fee according by ad hoc agreement of the Parties.

Categorization of Software Faults and the corresponding Response Times are specified in the SLA attached herewith as ANNEX 1.

9. Second Level Support Duties

This support level covers the reception of all Software Faults from the Customer and includes the following tasks:

•   Accepting the Software Fault
•   Software Faults forwarded directly by Customer must be written in English or Hungarian.
•   Completing the problem description. Get missing data and information from Customer, if necessary. This means in detail:
o   Technical information on the Software Fault context (e.g. log files)
o   Comprehensive description of the problem, including all steps that lead to it, full syntax of the error message
•   Checking priority of Software Faults
•   Summarizing status when forwarding to the next support level; whenever a Software Fault is forwarded to the next level, the Customer must be notified.
•   Forward Software Fault to Third Level Support if the cause for the Software Fault is a Software impairment or fault and if no note is available to solve the Software Fault.

10. Third Level Support Duties

This support level is sub-sequent to second Level Support, and includes the following tasks:

•   Discussing the problem with Customer via telephone or other audiovisual channel.
•   If necessary, remote connection to Service Provider's system.
•   Continually documenting the solution approach.
•   Testing the solution

11. Additional Services

Customer may request the following services (additional charges may apply):

•   webinar: webinar shall be provided for additional support fee.
•   key user training (at Asura's headquarters or onsite): training shall be provided for additional support fee.

12. Miscellaneous

The Parties agree that English or Hungarian language shall be the language to be used in all documents and correspondence related to the execution of this SSA.

Any dispute shall be solved in compliance with the provisions of this SSA and in compliance with the laws of Hungary respectively.

If, after 30 (thirty) days from the commencement of amicable negotiations, the Parties have been unable to resolve a dispute which emerged on the basis of this SSA or in connection therewith, the dispute, shall be decided by arbitration. The parties agree that all disputes arising from or in connection with the present SSA, its breach, termination, validity or interpretation, shall be exclusively decided by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, Budapest in accordance with its own Rules of Proceedings. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be Hungarian. The decision of the Court of Arbitration is final and binding for the Parties.

In Budapest, on the …th of …, 2024

ASURA Technologies Zrt.	………………..
as Service Provider	as Customer

ASURA

SLA

Service Level Agreement for Software Fault categorization & Response Times

Preamble

This document aims to specify the different categories and definitions of Software Faults. Each category consists of the impact, severity and response time to provide insight and a comprehensive framework to resolve them.

P1 Software Fault - Blocker:

Impact: Critical impact issue that severely impacts the functionality of the software and prevents normal business operations. The software is completely unusable, or critical functionality is not working, and it impacts at least 80% of measured traffic lanes and/or results in complete data loss from data central data processing module.

Severity: High severity. The issue results in data loss, system crash, or a critical process failure.

Workaround: No workaround exists. Immediate attention and resolution required.

Response times

Response time	Start the resolution	Solution delivered	Expected answer*
Within 1 hour	Within 2 hours	Within 8 hours	Within 1 hour

*If the answer is not received in time, the ticket automatically downgraded to P2

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P2 Software Fault - Critical:

Impact: Significant impact on business operations and/or on the software's functionality. A major functionality is affected, but the system is still operational with limitations and it impacts more than 20% of measured traffic lanes or the issue impacts the operation of the central data processing module.

Severity: Medium to high severity. The issue may result in data inconsistencies, and some critical processes may be compromised.

Workaround: A workaround may exist, but it is not optimal. Timely attention and resolution are necessary.

Response times

Response time	Start the resolution	Solution delivered	Expected answer*
Within 1 hour	Within 4 hours	Within 2 business days	Within 4 hours

*If the answer is not received in time, the ticket automatically downgraded to P3

P3 Software Fault - Major:

Impact: Moderate impact on business operations. Non-critical functionalities are affected, and the system is still operational with minimal disruption.

Severity: Medium severity. The issue causes inconvenience, but it does not lead to critical failures or data loss.

Workaround: A viable workaround exists. Resolution should be within a reasonable time frame.

Response times

Response time	Start the resolution	Solution delivered	Expected answer*
Within 8 hours	Within 2 business days	Within 10 business days	Within 2 business days

*If the answer is not received in time, the ticket automatically downgraded to P4

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P4 Software Fault - Minor:

Impact: Low impact on business operations. Cosmetic issues, minor errors, or non-essential functionalities are affected.

Severity: Low severity. The issue is an annoyance but does not significantly impede system functionality.

Workaround: is not important

Response time	Start the resolution	Solution delivered	Expected answer
Within 8 hours	Upon agreement	With next release, upon agreement	Within 2 business days

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