ASURA

Asura End User License Agreement for subscription license

Version number	Release date	Change description
1.0	2024.01.22	

Contents

Definitions

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

Licensor: means ASURA TechnologiesZrt, a company incorporated under the laws of Hungary, registered under company registration number01-10-140920, 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 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