

# Asura Cloud Software as a Service Agreement

Version number	Release date	Change description
1.0	2024.01.21	

## Contents

Parties .....	2
Definitions .....	2
1. Preamble.....	3
2. Access of the Software by Customer .....	3
3. Usage volume .....	3
4. Fees .....	4
5. Commencement of Services .....	4
6. Term and termination .....	4
7. Warranty.....	5
8. Limitation on liability.....	5
9. Protection of personal data.....	7
10. Miscellaneous .....	7

## 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.

**Software 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 receipt 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 fulfillment 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 receipt 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 basis 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

# ASURA

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

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

In Budapest, on the ...th of ..., 2024

\_\_\_\_\_  
**ASURA Technologies Zrt.**  
as SERVICE PROVIDER

\_\_\_\_\_  
.....  
as CUSTOMER

