

Asura Licensing Policy

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Contents

General	2
The Software	3
Documentation	4
Licensing methods	4
Updates, upgrades.....	5
Support.....	5
System integrators	5
Embedded product distributors.....	6
End Users granted with Enterprise License	6
Monitoring	6
Copyright.....	6



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 Order accepted 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 indefinite 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.

