

Asura Software Support Agreement

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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

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

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

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