

ASURA Terms and Conditions

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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.

