



EagleEyeOS™ End User License Agreement

IMPORTANT NOTICE! BEFORE INSTALLING OR USING THE SOFTWARE PLEASE READ CAREFULLY THE EagleEyeOS™ SOFTWARE LICENSE AGREEMENT BELOW. BY CLICKING THE "I ACCEPT" BUTTON, OR BY INSTALLING, USING AND COPYING THIS SOFTWARE USER (BOTH NATURAL AND LEGAL PERSON) HEREBY ACKNOWLEDGES THAT HE/SHE/IT READ AND UNDERSTOOD THE CONTENT OF THE PRESENT AGREEMENT AND ACCEPTS ITS PROVISIONS BINDING TO HIMSELF/HERSELF/ITSELF. IF YOU DO NOT AGREE COMPLETELY WITH THE TERMS OF THE AGREEMENT CLICK ON THE "I DO NOT ACCEPT" BUTTON, DO NOT INSTALL, USE OR COPY THE SOFTWARE!

GENERAL PROVISIONS AND DEFINITIONS

Should you be interested in the Pricelist or License Matrix related to the EagleEyeOS™ products, or the necessary IT system requirements and other rights not detailed within this agreement, or should you have any questions in connection with this agreement and/or if you wish to contact the Licensor for any reason, please visit the homepage of the product at <http://www.eagleeyeos.com>.

If the software includes the inscription "Not For Resale", „Kereskedelmi forgalomba nem hozható" or „NFR" then the software shall not be sold in commercial trade and it may only be used for demonstration, testing or educational purposes.

If the software holds the tag „Special Edition", „Speciális változat" or „SE" then it contains special advantages or discounts for certain Users. In all other respects the provisions of the present agreement shall prevail.

If the software holds the tag "Free Version", „Szabad felhasználás" or „FREE" then the software shall not be sold in commercial trade. Licensor does not claim any reimbursement in consideration for the use of the software.

If the software holds the tag "Beta Version", „Beta változat" or „BETA" then the software shall not be sold in commercial trade. The software only serves for testing purposes and shall not be used under operative circumstances. In all other respects the provisions of the present agreement shall prevail.

License Matrix: the available actual version contains all the capacity, limitations, services and other special possibilities related to certain programs. However Licensor is entitled to differ from the above rights or alter them without any prior notification. The License Matrix shall serve for orientation purposes only.

Pricelist: the available actual version includes the pricing of the single software.

License Code and/or File: contains the user licenses belonging to the single software, which licenses are provided by Licensor to User as an integrated code and/or file and/or a separately insertable code and/or file.

License Policy: the available actual version contains the policy of Licensor in connection with the pricing, modifying, upgrading, etc. of the software. Those provisions included in the License Policy may not be considered as official proposals or obligations. Licensor does not take responsibility for the compliance of the above and Licensor is entitled to differ from the above rights or alter them without any prior notification. The License Policy shall serve for orientation purposes only.

In certain cases User may upgrade the Free Version software to a larger capacity version. In such case the Licensor may claim for reimbursement for the license of the larger capacity version of the software. The availabilities of upgrading are included in the actual License Matrix. In all other respects the provisions of the present agreement shall prevail.





SUBJECT OF THE AGREEMENT

The present agreement shall apply to all licensed EagleEyeOS™ programs including the attached documentation and any kind of updating of any programs which fall under the scope of the connected services as described by the purchased license or by the documentation and the copies of the above listed programs (hereinafter together the "Software").

The Software received or downloaded by the User shall be subject to this agreement. The description of the Software is included in the attached and/or otherwise available documentation.

TRIAL VERSION (NOT FOR RESALE)

In case of certain products the User may test the Software before purchasing it. The testing license may be applicable at the download of the trial version of the Software and with the provision of the trial time limit license by Licensor or its resellers.

The license is made available exclusively for the use of testing purposes, in some cases with limited capacity and limited number of computers and/or network and for a definite period of time which shall be calculated from the date of the download, delivery or installation of the Software. Licenses attached to certain products are included in the integrated and/or separately insertable License Code and/or File.

After the expiry of the definite trial period User is obliged to by the license from the Licensor or from its resellers, otherwise User shall stop using the Software and must destroy the Software. Licensor only provides support and other services in the cases detailed in the License Matrix, therefore Users granted with trial license are not provided with support and maintenance.

OEM VERSION (ORIGINAL EQUIPMENT MANUFACTURER)

The User of an OEM software product is entitled to the license rights and use of the OEM software product only if he/she purchases this software product along with another hardware and/or software product. The capabilities, pricing and services available for OEM software products do not necessarily correspond to those of other similar EagleEyeOS™ software products.

User may purchase OEM software products at authorized resellers only.

The capabilities of OEM software products, as well as the hardware and/or software products they may be purchased with, and also the restrictions under which these products can be used together by User are covered by the effective License Matrix.

The terms and conditions for the use of OEM software products are included in the integrated and/or separately insertable License Code and/or File.

INTELLECTUAL PROPERTY AND LICENSE RIGHTS

The Software is the intellectual property of and is owned by the Licensor. The Licensor and/or its supplier shall remain the holder of all intellectual property and ownership rights related to the Software. The Software is protected by intellectual property and copyright law, including international laws, and by international treaty provisions.

The license granted by Licensor to User is a non-exclusive license and does not cover the right of resale.

The present agreement provides license to User only for the paid capacity and number of user right. All functions of the Software may only be activated at the given capacity and module to the permitted number of computers. Capacities related to certain programs are included in the actual License Matrix





and the attached licenses are included in the integrated and/or separately insertable License Code and/or File.

The license right is valid in all countries of the world, except those in which the US laws and authority regulations otherwise govern the export of the US origin software component(s). Licensor shall not be liable for behaviors contradictory to the aforesaid.

Licensor reserves all the rights, which are not expressly provided to User.

NON-AUTHORIZED ACTIVITIES

Such installation and use of the Software, which conflicts the provisions of this agreement or any other related documentation.

Copy of the Software except the making of a backup copy provided that such copy is necessary for the use.

Any kind of assignment and transfer of the license right to third parties either free of charge or against consideration.

Transfer of the copy of the Software to any third party, or forwarding the Software to a third party's computer via email or other electronic way, or providing the availability for third parties to make any copies of the Software.

The making of any modification, adaptation or translation by using the complete Software and/or attached files or any part of those, the correction of eventual errors and the rent, lease, sublicense and resale of the Software or any part of it (including but not limited to the databases containing the log file, the network communication, encryption and the security protocol).

The reverse engineering, decompiling, disassembling the structure of the Software or any part of it (including but not limited to databases containing the log file, the network communication, encryption and the security protocol) to reveal its defaults, or other attempts to reduce the Software into a more comprehensible form whereas the Software contains or may contain business secrets are strictly forbidden except and only to the extent that such activity is expressly permitted by EagleEyeOS LLC. or the applicable law notwithstanding this limitation.

Using of the documentation to alternate purposes than the support of the software use. The right to use the documentation attached to the Software is only provided for internal purposes and shall not cover the use for commercial guidance.

Making available the received License Code and/or File (which contains the decryption and the User's data, etc.) for third parties.

Altering such components of the Software's feature which refer to Licensor's rights exercised in connection with the Software.

Lend, rent or lease of the Software or any part of it and the establishment of a commercial operation service in a direct or indirect form.

In the course of using the Software disclosing, distributing and/or supplying of such software or content (or its updates) which is not expressly related to the products and services of Licensor.

ADDITIONAL TERMS AND CONDITIONS OF THE LICENSE

The license and its fees do not cover the costs of the necessary hardware, operation system (loading and executing environment) and of the other information technology infrastructure.





In case of certain products Licensor may grant the opportunity to User to install the program or parts of it to further computers beyond the paid and permitted licenses. In these cases the permitted number exceeding the paid user licenses, the related capacities and its prices are included in the actual License Matrix and the attached licenses are included in the integrated and/or separately insertable License Code and/or File.

Licensor grants error-correcting to the certain programs. Error-correcting related to certain programs are included in the actual License Matrix and the attached licenses are included in the integrated and/or separately insertable License Code and/or File.

Licensor provides other services to certain products for free or against remuneration. Available services related to certain programs are included in the actual License Matrix and the attached licenses are included in the integrated and/or separately insertable License Code and/or File.

For the completion of its obligations set forth in this agreement Licensor is entitled to use subcontractors.

USE AND ACTIVITY ACCOMPANIED WITH INCREASED RISK

The Software was developed and distributed for general use and not for the purpose of satisfying certain separate user needs. User expressly accepts that the program is not fail-safe, and we highly recommend to User to provide for adequate testing before use and to ensure regular saving of its data.

Unless it is not detailed otherwise expressly in the product documentation, the Software is not fail tolerant and due to its design and implementation it is not suitable to be used as a real time control application requiring fail-proof operation in dangerous environment (nor to be sold for such user purposes). Therefore it may not be used among such circumstances where the error of the Software may directly cause death, personal injury, or severe financial or environmental damage. Licensor and its partners specifically decline all explicit and presumptive liability related to the suitability for activities accompanied with increased risk.

User is obliged to pay a fee in consideration for the license described by the License Matrix, the price of which is included in the actual Pricelist. The services related to certain programs are included in the actual License Matrix and the attached licenses are included in the integrated and/or separately insertable License Code and/or File.

WARRANTY AND LIABILITY

The Software is made available only on an "as is" basis without any warranty. The Licensor does not acknowledge warranty or indemnity of any kind express or implied including but not limited to the rights, title, abstaining from breach, merchantability or fitness for any particular purpose.

Licensor makes no warranties to integration, accuracy, availability, security or to any other respect of the Software or of the attached documentation. Risks arisen from the results and performance of the Software and its documentation shall be born entirely by the User.

In connection with the Software Licensor only makes the above limited warranty irrespective of their nature. Written or oral information or proposal provided by the Licensor, its resellers, agents or employees shall not serve for the basis of any warranty or indemnity obligation and those shall not extend the limited warranty mentioned above, such information or proposal may not serve for reference either. Certain states do not allow the exclusion of presumptive warranties; therefore, you may not be concerned in respect of the above limitation, and there may be further legal differences according to certain states.

Under no circumstances will Licensor or its suppliers be liable for any special or incidental, direct or indirect damage, including but not limited to any loss of revenue or profit, lost or damaged data or





other commercial or economic loss related to the use or reliance upon the Software and its documentation. Certain states do not allow the exclusion or limitation of liability for direct or indirect damages; therefore, you may not be concerned in respect of the above exclusion or limitation.

Under no circumstances will Licensor be liable for any damage attributable to the efficiency or the lack of efficiency of the program. Under no circumstances shall the maximum liability of Licensor for real damages occurring for any reason exceed the fee paid in consideration for the Software. When establishing the license fee the sum of the above detailed consideration for the limitation of Licensor's liability was taken into consideration as well.

Provisions of this agreement do not derogate the essential statutory rights of the parties as consumers.

OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

In the course of using the Software User shall be obliged to fully comply with the intellectual property regulations of the respective laws and of this agreement. User shall use its best efforts to prevent the use of the Software by unauthorized third parties. In respect of the above obligation apart from the employees of the Licensor all natural and legal persons shall be treated as unauthorized third parties. Should User fail to comply with any of its obligations Licensor shall be entitled to terminate this agreement with immediate effect.

User is obliged to pay a fee in consideration for the license described by the License Matrix, the price of which is included in the actual Pricelist. The services related to certain programs are included in the actual License Matrix and the attached licenses are included in the integrated and/or separately insertable License Code and/or File. User may only use the Software in accordance with the paid user rights. Should User violate such obligation Licensor shall be entitled to terminate this agreement with immediate effect.

Licensor is entitled to indicate the Software made on the basis of this agreement and the fact of providing services as a reference work by making reference to User.

Intellectual property rights related to all development made to the Software, irrespective of what party has initiated it or whose idea provides the basis for that, shall be owned by Licensor. The use of such developments by User may only be feasible on the basis of a separate agreement and in consideration of a separate fee.

User approves that Licensor will collect and use the technical data acquired in the course of the provision of support services. Licensor will exclusively use such data to improve the Software and to provide customized services or technologies to User. Licensor may not disclose data in any way which would lead to the personal identification of User.

TERM AND EFFECT OF THE AGREEMENT

This agreement enters into effect with the installation of the Software by User. Upon entering into effect this agreement will supersede all other oral or written agreement concluded by the parties in connection with any matters settled in this agreement. Validity period of the license rights is included in the License Matrix. User shall be entitled to the license right commencing the day when the due license fee has been credited on Licensor's bank account. Until such date User may not use the Software, or may use it in accordance with the content of the License Matrix.

Before expiry User may not return the license. The license agreement may not be terminated before the expiry of the definite validity period.

If the license right of User otherwise terminates (expires) the User is obliged to stop using the Software within 5 days from termination, remove the Software from the server and make sure that the Software will be deleted from the computers and other equipments connected to the server.





The present agreement shall remain in effect as long as User uses the Software, except otherwise regulated by this agreement.

TERMINATION OF THE AGREEMENT

Licensor is entitled to terminate this agreement or certain parts of it with immediate effect if User overruns the limitations of the license right set forth within this agreement, or otherwise seriously breaches any of its material obligations regulated in this agreement.

Should the agreement be terminated before the expiry User shall not be entitled for the repayment of fees.

GOVERNING LAW, LEGAL DISPUTES

This agreement shall be governed by and construed in accordance with the Hungarian law. With respect to matters not discussed under this agreement the effective laws of the Hungarian Republic shall be applied. Any and all disputed matters arising in connection with this agreement shall be settled by agreement of the parties. Should such settlement fail to lead to an agreement between the parties within 30 days from the initiation thereof the parties hereby submit themselves under the exclusive competence depending on authority of the Courts of the Central Districts of Pest (Pesti Központi Kerületi Bíróság) or the Municipal Court (Fővárosi Bíróság).

VIS MAIOR

None of the contracting parties shall be liable to the other party, nor will the parties be defaulting or breaching the agreement if the completion of an obligation is hindered by an event falling outside of any of the parties' interests. In case a Vis maior event occurs the affected party shall make its best efforts to notify the other party and if reasonably possible the affected party shall make its best efforts to continue with the fulfillment of its obligations.

Within the legal affairs regulated in this agreement any and all event shall be treated as Vis maior which may not be influenced by the given party and the party is not capable to give rise to nor to prevent such event hindering the appropriate completion of the agreement.

Especially the followings shall be treated as Vis maior: natural disasters, war, terrorist acts, blockades, revolution, rebellion, quarantine, secularization, nationwide strike, actions or failure of actions of state or other legislative organs effected after the entering into force of and hindering the completion of this agreement.

LEGAL STATEMENTS

Any and all statements in connection with the conclusion of the present agreement may only be made valid in writing. Written statements shall be delivered in person against a delivery receipt, or by recorded and registered mail. In case of registered mail the postal matter shall be considered as delivered and received also if the actual delivery was failed due to the following reasons: the addressee did not seek for, did not take over or simply rejected the receipt of the statement at its address indicated in its order, or moved from its address indicated in this agreement without the prior written notification of the other party.

This agreement (including any of its completion or amendment integrated in or made to the attached software) construes the complete and whole agreement concluded between User and Licensor with respect to the Software and the product support services. The present agreement supersedes all prior or simultaneous, oral or written notices, proposals or statements pertaining to any other matters settled in this agreement. If the conditions of any of the Licensor's promotion or initiative related to product support services conflicts the provisions of the present license agreement the terms of this agreement shall prevail. If any part of this agreement is found void, unenforceable or illegitimate it





will not affect the validity of the balance of this agreement, which shall remain valid and enforceable according to its terms.

With respect to updates of the Software or certain components thereof Licensor may propose a New End User License Agreement. Should User accept the New End User License Agreement and consequently entirely agree with the terms thereof then this agreement will be superseded by the New End User License Agreement, which shall prevail in respect of the Software. If User does not accept the New End User License Agreement then User is not entitled to use the update.

User read, approved and accepted the terms and conditions set forth under this agreement.





AMENDMENT OF END END-USER LICENSE AGREEMENT FOR CORPORATE LICENSING

Corporate License – CL

The present Amendment of End End-User License Agreement may be in force only in case of an existing valid End End-User License Agreement (EULA) concluded between End-User and Licensor, as amendment of such. Termination of EULA, for whatsoever reason, shall automatically terminate the force of the present amendment without any further declaration or action of the parties.

Terms used in present EULA amendment shall – unless defined otherwise in the EULA amendment – have the same meaning as terms defined in EULA.

Unless regulated otherwise by the present EULA amendment, the provisions of EULA shall apply to the legal relation of Licensor and End-End-User. Where the provisions of the present EULA amendment and those of EULA collide, the provision of the present EULA amendment shall prevail.

In case the special, unique contract concluded between Licensor and End-End-User contains provisions which are different from the present EULA amendment, the provisions of the special, unique contract concluded between Licensor and End-End-User shall be applied.

1. TERM OF CONTRACT ON CASE OF CORPORATE LICENSE

In case of corporate licensing the contract and the contractual End-User rights of End-User shall be in force for a 3 year term. Prior to the end of the definite term, the contract may be terminated only in cases and by as written in the EULA.

2. END-USER RIGHTS IN CASE OF TERMINATION OF DEFINITE TERM CONTRACT

Following the termination of the contract (after the expiration of the definite term) the End-End-User may choose from the following options:

a) Obtaining perpetual right of use of the Software without further payment obligations and further updating.

Following the termination of the Contract, by choosing this option, End-End-User shall be entitled to use, the type, product level and amount of Software Licenses as defined in the Contract for an indefinite term with no further payment obligations. End-End-User will be entitled to get license to use, instead of the version and/or hotfix of the Software at the time of the termination of the Contract, any other product version and/or hotfix the End-User used during the term of the Contract, for an indefinite term.

In case of choosing this option, End-End-User will not be entitled to have the Software updated, followed or fixed free of charge by Licensor or to avail itself to any service rendered by Licensor free of charge, concerning the Software. End-User shall be entitled to take any services rendered, concerning the Software, by Licensor only by paying the current list of service prices of Licensor.

b) Obtaining perpetual right of use of the Software with updating

In case of choosing this option, End-End-User obtains perpetual right of use as by section 2. a) with conditions differing from as written in section 2. a) only inasmuch as that Licensor shall provide to the Software, that may be used for an indefinite term, for a term of 1 (one) year following the 3 year term, updating and fixing services to End-User with a discount listed currently on the webpage of Licensor, of the prices currently listed therein, in return of a preferential fee declared on the webpage of Licensor. In return of this fee, End-User shall be entitled to use the services, listed below and rendered by Licensor, in as many experts' hours as is covered by the annual fee paid by End-User, considering the actual list of hourly experts' fees of Licensor calculated with the discount written in the present section.





The services End-User may choose are the following:

- ba) use of individual developments for the Software-version of End-User,
- bb) on-site consultation services

In case of choosing this service End-User will not be entitled to the free replacement of the software-version used by End-User by another version number of the software (upgrade)

- c) Contracting for a new Software-version

In case of choosing this option, End-User may conclude a new Corporate License contract, by the present EULA-amendment.

If End-User used the product concerned by the Corporate License previously also by a Corporate License and the previous contract was terminated by at concluding the contract concerning the new version or in case of earlier termination at least 1 year passed and End-User used and paid for the updating services written in section 2 b) of the present EULA amendment, at concluding the new Corporate License End-User shall be entitled to 50 % discount of the first annual license fee of the license of the product of the same type, product level and amount used by Corporate License. If any of the above conditions is not met, the fee of the new Corporate License shall be calculated by the list of fees of Licensor.

3. CHOICES OF END-USER

End-User has to report to Licensor its choice from options 2.a) – 2.c) prior to the 45th day preceding the last day of the three-year term of the Corporate License or of the one-year term of upgrading period detailed in section 2.b). In lack of report of choice, it shall be considered as if End-User choose option 2.a) and Licensor shall proceed accordingly. End-User is entitled to change its choice of options 2.a) – 2.c) even after the termination of the Corporate License Agreement with that in case choice 2.a) is changed to choice 2.b). End-User shall pay the fee of upgrading for the period between the termination of its Contract and the changing of its choice simultaneously with the changing of its choice, in one sum. If such payment is not made the changing of choice shall not be effectuated.

4. PAYMENT OF FEES IN CASE OF CORPORATE LICENSING

In case the End-User purchases the right of use of the Software with additional Corporate License contract during the 3 year term of the Contract or the 4 year term in case of purchase with upgrading service, the due annual fees shall be paid to Licensor until the anniversary of the concluding of the contract. In case the payment is delayed by more than 15 days Licensor shall be entitled to terminate the Contract with immediate effect and to claim a penalty for breach of contract amounting to 50 % of the license fee due for the remaining term of the contract and to claim damages. End-User explicitly acknowledges this.

End-User – in case of concluding a Corporate License – is also entitled to pay the full fee due for the 3 year term of the Contract or the 4 year term in case of purchase with upgrading service in one sum at concluding the contract. If End-User chooses this payment option, it shall be entitled to the discount communicated on the website of licensor concerning the standard corporate list price of Software, that is, it shall pay the fee for the 3 year term or 3 +1 year term in case of purchase with upgrading service reduced with such discount.

5. MISCELLANEOUS

To the scope and amendments of the present EULA amendment the provisions of EULA shall apply.

