

GENERAL TERMS AND CONDITIONS OF ULTINOUS SOFTWARES

Effective Date: February 8, 2021

PLEASE READ THIS GTC CAREFULLY

YOU ARE HEREWITH NOTIFIED THAT CLAUSES 2.3, 2.7, 7.5, 8.4, 8.5, 9.1, 9.2, 9.4, 10.2, 10.5, 14, 17, 19.2 DIFFER SUBSTANTIALLY FROM THE APPLICABLE LEGISLATION AND FROM THE USUAL CONTRACTUAL PRACTICE AND YOU MUST EXPRESSLY ACCEPT THESE TERMS.

This General Terms and Conditions (**GTC**) is regarded as the binding legal background of the Supplier's Software License Agreements (**License Agreement or EULA**), made between the Customer (**Customer**) and ULTINOUS Zrt. (incorporated and registered in Hungary with company register number Cg. 01-10-049506, whose registered office is at 1117 Budapest, Budafoki út 209., Hungary) (**Supplier**), unless otherwise provided for in the License Agreement.

The Customer agrees to be bound by the terms of this GTC through download, installation, or use of the Software or by express agreement to this GTC. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

BACKGROUND

The Supplier provides the license of the software issued by the Supplier (**Software**) to Customer based on the License Agreement. Supplier does not sell the Software to Customer. Supplier or the relevant third-party owners (as the case may be) always remain the owner of the Software. In accordance with the License Agreement, the Supplier will provide Support to the Customer in line with the terms of the Service Level Agreement.

AGREED TERMS

1. INTERPRETATION

The definitions applied in this GTC have the meanings as follows:

Activation Key: Activation Key is a randomly generated online permit identification number, can be bound to a specific hardware. The Activation Key can be used alongside the Customer's hardware identification number (typically GPU or SOC) to acquire License Files. Activation Key is bound to the specified hardware ID upon first usage.

Affiliate: includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party OR any business entity from time to time controlling, controlled by, or under common control with, either party.

Authorized User: those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Software.

Business Day: a day other than a Saturday, Sunday or public holiday in Hungary.

Claim: see point 10.2.

Commencement Date: see point 3.2.

Confidential Information: any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers or Customers in or on any medium or format. For the avoidance of doubt Supplier's confidential information includes (but is not limited to) Supplier Materials and the methods, techniques, know-how and ideas used or learned by Supplier in providing the Software.

Control: a business entity shall be deemed to "control" another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity,

or any other comparable equity or ownership interest with respect to a business entity other than a corporation.

Customer Equipment: any computer hardware, consumables, operating systems, firmware, telecommunications, networking, routing, cabling, electrical or other infrastructure equipment owned, operated or controlled by the Customer or by any third party on the Customer's behalf, that is used in connection with the use of the Software.

Cybersecurity Law Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or its end users (but not the Supplier) relating to security of network and information systems and security breach and incident reporting requirements, which may include the Cybersecurity Directive ((EU) 2016/1148)), Commission Implementing Regulation ((EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Data Protection Legislation: shall mean the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to Customer and Supplier; the term Data Protection Legislation shall encompass the General Data Protection Regulation (GDPR).

Documentation: any or all of user documentation, product documentation, technical documentation including guidelines relating to data security and access and/or statements of functionality related to the Software.

DPA: the data processing agreement for Support services in APPENDIX 2.

Export Control Laws: any applicable laws or regulations applicable to this GTC, including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

GPUs: Graphical Processing Units on Nvidia® video cards designed for parallel computing and data processing.

Hardware: multiple edge hardware devices, which are required for the use of the Software, forming part of the Customer Equipment.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

License: a limited, non-exclusive, non-transferable license to use the Software in line with the License Agreement, the licensed Permitted Purposes and the Documentation.

License Fee: the fees payable by the Customer to the Supplier or its Partners for the use of the Software, as defined in the License Agreement.

License Files: (text and a cryptographic key) the use of the Software can be lawfully commenced only in the possession of these files, which are generated by providing the Activation Key and the identification number of the Customer's specified Hardware (GPU or SOC). The uploading of the License Files on the Hardware may happen automatically or manually.

Major Release: any new version of the Software which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

Minor Release: release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a Major Release.

Normal Business Hours: 9.00 am to 5.00 pm local time in Hungary, each Business Day.

Open-Source Software: any software licensed under any form of open-source license meeting the Open Source Initiative's Open Source Definition (set out at www.opensource.org) or any libraries or

code licensed from time to time under the General Public License (as described by the Free Software Foundation and set out at www.gnu.org), or anything similar, included or used in, or in the development of, or with which the Software is compiled or to which it is linked.

Partner: the business partner of the Supplier, who is entitled to sell the License of the Software to the Customers in its own name and on its own responsibility (such as distributor, integrator, reseller).

Permitted Purposes: the use of the Software for the internal business purposes of the Customer covering the functionalities and modules indicated in the Specification.

Service Level Agreement: the agreement setting out the quality of the Support according to APPENDIX 1.

Software: Any software issued and provided by the Supplier defined in the License Agreement, including any documentation, Major Releases and/or Minor Releases (except the Open-Source Software and the Third-Party Software, if any) taken and purchased by the Customer.

Software Version: Software is versioned with three numbers, separated with dots. A normal version number is formed as follows: A.B.C where A, B, and C are non-negative integers. A is the major version, B is the minor version, and C is the patch version. Each element is increased numerically. For example: 2.9.0 -> 2.10.0 -> 2.11.0.

Software licenses are usually bound to Major Release which means that every version of the software with matching Major Release can be used with the License. The EULA and the GTC at the last time of the activation / upgrading is applicable.

Specification: the full Software description, including installation, configuration, permitted purposes and updates, as referred in the License Agreement.

Supplier Materials: Any of the items developed by Supplier and/or licensed to the Customer under the License Agreement that includes the Software and the Documentation.

Support: the support services to be provided by Supplier to the Customer pursuant to Clause 5.1 and according to the terms of the Service Level Agreement in APPENDIX 1.

Third-Party Additional Terms: the additional terms and conditions set out in the License Agreement relating to Third-Party Software.

Third-Party Software: the third-party software identified in the License Agreement.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

Writing: writing or written form for the purpose of this GTC also includes e-mail, post, facsimile transmission or any other similar means of communication.

2. GRANT AND SCOPE OF LICENSE

2.1 In consideration of Customer agreeing to abide by the terms and conditions of License Agreements and this GTC, and payment of all applicable fees, Supplier grants to Customer a limited, non-exclusive, non-transferable license to use the Software in line with the licensed Permitted Purposes and the Documentation.

2.2 Customer may:

(a) install and use the Software for the normal business purposes of the Customer and which shall not include allowing the use of the Software by, or for the benefit of, any person other than the Customer and its Authorized Users only on the Customer Equipment with the registered GPUs.

(b) Customer may not transfer the Software between different pieces of Customer Equipment. Customer may request new License Files if Customer changes the hardware of the designated Customer Equipment, provided the quantity of GPUs remains the same;

(c) integrate the Software into any Customer system or environment or application only in accordance with the Permitted Purposes, solely as integrated into any Customer system, environment or application, to Authorized Users;

(d) to permit Authorized Users to use the Software as have been integrated into any Customer system, environment or application for the Permitted Purposes; and

(e) receive and use any Minor Releases, including any supplementary software update of the Software incorporating “patches” and corrections of errors as may be provided by Supplier from time to time, unless otherwise provided for in the License Agreement.

2.3 In relation to scope of use of the Software:

(a) For the purposes of Clause 2.1, use of the Software shall be restricted to the use of one copy of the Software in binary code form in line with the Permitted Purposes selected by the Customer. Customer may customize the Software by modifying the Software’s configuration file in line with the terms of this GTC and the License Agreement;

(b) the Customer may not use the Software other than as specified in Clause 2.1, Clause 2.2 and Clause 2.3(a) without the prior written consent of the Supplier, and the Customer acknowledges that additional fees may be payable on any change of use approved by the Supplier;

(c) the Customer may make one backup copy of the Software as it may be necessary for its lawful use. The Customer shall record the location of the Software and take steps to prevent unauthorized copying;

(d) except as expressly stated in this Clause 2 or unless the applicable law provides otherwise, the Customer has no right (and shall not permit any third party) to transfer, sell, sublicense, grant any entitlement, copy, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part;

(e) the Third-Party Software shall be deemed to be incorporated within the Software for the purposes of the License Agreement (except where expressly provided to the contrary) and use of the Third-Party Software shall be subject to the Third-Party Additional Terms;

(f) the Customer shall indemnify and hold the Supplier harmless against any loss or damage which it may suffer or incur as a result of the Customer’s breach of any Third-Party Additional Terms howsoever arising;

(g) the Supplier may treat the Customer’s breach of any Third-Party Additional Terms as a breach of the License Agreement;

(h) the Customer shall use the Software in line with the manuals and instructions, and further Documentation provided and as from time to time updated by the Supplier.

2.4 The Customer may not use any such information provided by the Supplier or obtained by the Customer on the Software to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

2.5 The Supplier may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under the License Agreement, provided it gives written notice to the Customer.

2.6 The Customer shall:

(a) ensure that the number of GPUs using the Software does not exceed the number of concurrent GPUs agreed between Customer and Supplier subject to the License Agreement;

(b) ensure that the Software is installed on designated Customer Equipment only;

(c) keep a complete and accurate record of the Customer’s copying and disclosure of the Software and its Authorized Users, and produce such record to the Supplier on request from time to time;

(d) notify the Supplier as soon as it becomes aware of any unauthorized use of the Software by any person;

(e) pay for broadening the scope of the licenses granted under the License Agreement.

2.7 The Customer shall permit the Supplier to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records, including any log files or similar data stores kept in connection with the License Agreement, for the purposes of ensuring that the Customer is complying with the terms of the License

Agreement and this GTC, provided that the Supplier provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

3. DELIVERY

3.1 The Supplier shall make available for download the Software on Supplier's designated website. Upon payment of the License Fee, the Supplier or its Partner will make available the Activation Key to the Customer. Activation Key is required to activate and use the Software. Upon activation the Licence Files are produced, these are used to ensure that the Software operates in accordance with the Licences granted to the Customer in the License Agreement. The Customer is solely responsible for maintaining the confidentiality of its Activation Key.

3.2 The Customer shall be deemed to have accepted the License Agreement the earlier of (i) payment of the License Fee OR (iii) otherwise commencing operational use of the Software (**Commencement Date**).

4. MINOR AND MAJOR RELEASES

4.1 The Supplier will provide the Customer with all Minor Releases generally made available to its customers. The Supplier warrants that no Minor Release will adversely affect the then existing facilities or functions of the Software.

4.2 The Customer is not obliged to take any Major Release, it can use the properly purchased versions of the Software even in the lack of Major Releases.

5. SUPPORT SERVICES

5.1 The Supplier will, in accordance with the License Agreement, provide the Customer with customer Support services during Normal Business Hours in accordance with the Service Level Agreement in APPENDIX 1.

5.2 If Customer uses the Support, Customer authorizes Supplier to have remote or on-site access to Customer Equipment, including but not limited to access to Customer log files, debug information, configuration files for the purpose of provision of Support to the Customer.

5.3 The Supplier warrants that it will provide the Support substantially in accordance with the Service Level Agreement.

5.4 Notwithstanding any other provision in this GTC, the Customer acknowledges and agrees that it is responsible for technical support of the Software.

5.5 If the Supplier processes any personal data on the Customer's behalf when providing Support to the Customer, the Customer is the controller and the Supplier is the processor for the purposes of the Data Protection Legislation. The Data Protection Annex in APPENDIX 2 sets out the guarantees for the processing of personal data on behalf of the Customer for the purpose of provision of the Support, including scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject. The personal data may be transferred or stored outside the European Economic Area or the country where the Customer or the Authorized Users are located in order to carry out the Support and the Supplier's other obligations under this GTC and the Customer warrants that it has a legal basis to such data transfer.

6. LICENSE FEE

6.1 The Customer shall pay to the Supplier or its Partner the applicable License Fee as determined in the License Agreement. The Customer agrees that License Fee is not refundable, except at the sole discretion of the Supplier.

6.2 If the Supplier or its Partner has not received payment, the Supplier may, without liability to the Customer, disable the Customer's access to the Software or to additional services.

6.3 All sum payable is exclusive of VAT or any relevant local sales taxes, for which the Customer shall be responsible, unless otherwise provided in the License Agreement.

7. EXPORT AND COMPLIANCE

7.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party (or any products, including software, incorporating any such data) in breach of any applicable Export Control Laws.

7.2 Each party undertakes:

(a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

(b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

7.3 Supplier reserves its right to take steps Supplier believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of the License Agreement, including the disclosure of information to third parties.

7.4 The Software may contain time-out devices, counter devices, or other similar devices intended to prevent the Software from being used beyond the bounds of the License Agreement. Customer consents to such activity and agrees not to disable, attempt to disable, or tamper with the License Files or any other such license enforcement technology.

7.5 The operation of the Software may be subject to government licenses, permits and approvals. Customer agrees that it shall obtain all applicable government licenses, permits and approvals necessary for the use of the Software for the Permitted Purposes, and Customer understands that Customer will be solely liable for any failure or omission to obtain any licenses, permits or approvals that may be required for the use of the Software or the revocation of existing ones. The Customer agrees to indemnify and hold harmless Supplier for any violation of this Clause.

8. SUPPLIER'S WARRANTIES

8.1 The Supplier warrants that the Software will conform in all material respects to the Specification. If the Customer notifies the Supplier in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of the License Agreement for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by the Supplier, or it has not been loaded onto Supplier-specified or suitably configured equipment, the Supplier shall, at the Supplier's option, do one of the following:

(a) repair the Software;

(b) replace the Software;

provided that the Customer provides all the information that may be necessary to assist the Supplier in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Supplier to re-create the defect or fault.

8.2 The Supplier does not warrant that the use of the Software will be free from Vulnerabilities, uninterrupted or error-free or that it will meet any Cybersecurity Law Requirements.

8.3 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.

8.4 In order to use the Software, Customer may have to purchase license rights to and install Third-Party Software that is compatible with the Software, and Supplier disclaims all warranties, representations or assurances regarding suitability of such Third-Party Software. The Customer acknowledges that any Third-Party Software provided by the Supplier is provided "as is" and expressly subject to the disclaimer in Clause 8.5.

8.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this GTC, whether by statute or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

9. LIMITS OF LIABILITY

9.1 Except as expressly stated:

(a) the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

(i) special damage even if the Supplier was aware of the circumstances in which such special damage could arise;

(ii) loss of profits;

(iii) loss of anticipated savings;

(iv) loss of business opportunity;

(v) loss of goodwill;

(vi) loss or corruption of data; and

(b) the Customer agrees that, in entering into the License Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in the License Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in the License Agreement) that it shall have no remedy in respect of such representations and (in either case) the Supplier shall have no liability in any circumstances otherwise than in accordance with the express terms of the License Agreement and this GTC.

9.2 The exclusions in Clause 8.5 and Clause 9.1 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:

(a) damages caused intentionally by the Supplier;

(b) death, personal injury, or harmful effects on human health caused by the Supplier;

(c) fraud or fraudulent misrepresentation;

(d) illegal or unlawful practices or activities carried out by the Supplier;

(e) any other liability which may not be excluded by law.

9.3 All dates supplied by the Supplier for the delivery of the Software shall be treated as approximate only. The Supplier shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

9.4 All references to “the Supplier” in this Clause 9 shall, for the purposes of this clause, be treated as including all employees, subcontractors and suppliers of the Supplier and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Customer acknowledges that all Intellectual Property Rights in the Software (including any Software Version) and any Minor- and Major Releases belong and shall belong to the Supplier or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of the License Agreement.

10.2 If any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of the License Agreement infringes the Intellectual Property Rights of a third party (**Claim**), the Customer:

- (a) as soon as reasonably practicable, giving written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
- (b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) giving the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier’s expense) for the purpose of assessing the Claim; and
- (d) subject to the Supplier, providing security to the Customer to the Customer’s reasonable satisfaction against any claim, taking such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

10.3 If any Claim is made, or in the Supplier’s reasonable opinion is likely to be made against the Customer, the Supplier may at its sole opinion and expense:

- (a) procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of the License Agreement;
 - (b) modify the Software so that it ceases to be infringing;
 - (c) replace the Software with non-infringing software; or
 - (d) inform the Customer in writing and refund any of the License Fee paid by the Customer on return of the Software and all copies thereof,
- provided that if the Supplier modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in Clause 8.1., if applicable.

10.4 Notwithstanding any other provision, Clause 10.2 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession or use of any Third-Party Software or through the breach of any Third-Party Additional Terms.

10.5. This Clause 10 constitutes the Customer’s exclusive remedy and the Supplier’s only liability in respect of Claims and, for the avoidance of doubt, is subject to Clause 10.2.

11. WAIVER

No failure or delay by the Supplier to exercise any right or remedy provided under the License Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12. REMEDIES

Except as expressly provided, the rights and remedies provided under this GTC are in addition to, and not exclusive of, any rights or remedies provided by law.

13. CONFIDENTIALITY

13.1 Each party shall, in respect of the Confidential Information for which it is the recipient:

- (a) keep the Confidential Information strictly confidential and not disclose, directly or indirectly, any part of such Confidential Information to any person except as permitted by, or as required for the performance of the recipient's obligations under the License Agreement;
- (b) take all reasonable steps to prevent unauthorized access to the Confidential Information;
- (c) not use the Confidential Information other than for the purposes set out in the License Agreement and in this GTC; and
- (d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the purposes set out in this GTC. Any such copies, reductions to writing and records shall be the property of the disclosing party.

13.2 Subject to clause 13.3, the parties may disclose the Confidential Information to, and allow its use in accordance with this GTC by the following:

- (a) employees and officers of the recipient who necessarily require it because of the performance of the recipient's obligations under the License Agreement;
- (b) the recipient's auditors and professional advisors solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient; and
- (c) in the case of Supplier being the recipient, agents and sub-contractors of Supplier who necessarily require it because of the performance of Supplier's obligations under the License Agreement.

13.3 As a condition of the rights set out in Clause 13.2 the party wishing to exercise the rights must:

- (a) ensure that any party to whom it discloses Confidential Information is under an obligation of confidentiality in relation to such Confidential Information; and
- (b) procure that such persons observe the restrictions in this Clause 13.

13.4 The restrictions in Clause 13.1 do not apply to any information to the extent that it:

- (a) is or comes within the public domain other than through a breach of Clause 13.1; or
- (b) is in the recipient's possession (with full right to disclose) before receiving it from the other party; or
- (c) is lawfully received from a third party (with full right to disclose); or
- (d) is independently developed by the recipient without access to or use of the Confidential Information; or
- (e) is required to be disclosed by law, any securities exchange, court order or by other authority of competent jurisdiction or any regulatory or government authority to which the receiving party is subject provided that, so far as it is lawful to do so, the receiving party shall take into account the reasonable requests of the disclosing party in relation to the timing and content of such disclosure.

14. MODIFICATION

This GTC shall be modified by the Supplier at any time at its sole discretion. In case of any material modification of this GTC, Supplier shall publish it at least fifteen (15) days before its application on its website. Non-material modifications will be accessible without any time limit on the website of Supplier.

The previous and actually effective versions of the GTC are available here: <https://docs.ultinous.com/legal/>.

15. SEVERANCE

15.1 If any provision or part-provision of the License Agreement and this GTC is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the License Agreement and this GTC.

15.2 If any provision or part-provision of the License Agreement is deemed deleted under Clause 15.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. NO PARTNERSHIP OR AGENCY

16.1 Nothing in the License Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17. FORCE MAJEURE

The Supplier shall have no liability to the Customer, if it is prevented from or delayed in performing its obligations, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including major accidents, epidemic, fire, war, insurrection, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by suppliers or sub-contractors caused by any such circumstance referred to in this clause, provided that the Customer is notified of such an event and its expected duration.

18. MISCELLANEOUS

The Customer expressly waives any right it may have under the law(s) of his domicile to have the License Agreement and this GTC written in the official language(s) of its country.

19. GOVERNING LAW AND JURISDICTION

19.1 This GTC and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Hungarian law.

19.2 The parties irrevocably agree that the courts of Hungary shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this GTC and the License Agreement or its subject matter or formation (including non-contractual disputes or claims). The foregoing shall not preclude Supplier from filing court action or seeking any injunctive relief for protective measures in any competent court for the protection of its Intellectual Property Rights or to file a lawsuit or take action before the courts located at Customers' registered office (if a company) or its principal place of business (in any other case) or at any jurisdiction for the place of a tort.

APPENDIX 1

SERVICE LEVEL AGREEMENT

Support services include:

a) Troubleshooting

Troubleshooting of errors occurring during the operation of the Software, depending on the severity of the error. The error needs to be replicable, and Customer shall undertake not to perform any modifications (neither with internal resources nor with other suppliers) without the notification and consent of the Supplier, otherwise, troubleshooting should be provided within further task categories.

b) Operation Support

Control and support of operating tasks (e.g. environment development, maintenance and configuration) related to the supported Software.

c) Consulting and Consultation - optional

Providing personal or through video chat or telephone consultation relative to the use, installation and configuration of the Software by appointment.

Troubleshooting and Operation Support

Support Service provided by Supplier provides for the principal entry point for Customer, through which opens the possibility for reporting errors, problems of the systems operated by Supplier, also submitting possible requests, checking on their status, and monitoring the solution process. Support Service is provided at the premises of Supplier and the language of communication is English or Hungarian with the Customer. The number of Support Service notifications is not limited.

Availability

Supplier provides the following notification methods:

Notification Method	Business days	Holidays
Ultinous Support Center (support.ultinous.com)	0:00-24:00	0:00-24:00
E-Mail	0:00-24:00	0:00-24:00
Telephone	9:00-17:00	Not Available

Priorities of Errors

Support Service may apply the following priority classifications:

Name	Description
Critical Error	The error prevents the Software from working.
High Priority Error	The error prevents at least one function of a licensed module is not available
Low Priority Error	Would not significantly impede work, there is a solution to circumvent the problem, however the assistance of the Supplier is required.
Other Problems	Error, which does not interfere with work, but needs improvement

Response Times

Customer carries out the classification of notifications. Supplier may overrule the classification by consulting with the Customer based on information sent by the Customer and their impact. Customer will be notified about the priority of the error in every case as part of the first response. Supplier shall inform the Customer of the start of troubleshooting within the response time, and – if available – the first results of such survey.

The general response times are as follows:

Priority	Guaranteed Response
Critical Error	Between 09:00 – 17:00 on Business Days
High Priority Error	Between 09:00 – 17:00 on Business Days
Low Priority Error	Between 09:00 – 17:00 on Business Days
Other Problem	Between 09:00 – 17:00 on Business Days

Reporting Errors

Supplier provides the following options for the notification of errors:

Method	Description
Ultinous Support Center	support.ultinous.com
Support Service by Phone	+36 70 629 5903
Dedicated e-mail address	support@ultinous.com

Reporting requires the use of one of the following channels:

Priority	Reporting	Confirmation
Critical Error	Telephone, E-mail, Ultinous Support Center	Telephone, E-mail, Ultinous Support Center
High Priority Error	Telephone, E-mail, Ultinous Support Center	Telephone, E-mail, Ultinous Support Center
Low Priority Error	Telephone, E-mail, Ultinous Support Center	Telephone, E-mail, Ultinous Support Center
Other Problem	Telephone, E-mail, Ultinous Support Center	Telephone, E-mail, Ultinous Support Center

Solution Methods

Depending on the nature of the error, the solution methods could be as follows:

- Remote assistance
- Remote login
- On-site

Consulting and Consultation – optional

Providing personal or through video chat or telephone consultation relative to the use, installation and configuration of the Software by appointment. The Customer may request the below delivery modes:

- On-site consultation
- Video chat consultation
- Telephone

APPENDIX 2

DATA PROCESSING AGREEMENT (in the course of Support)

BACKGROUND

During the provision of Support under the License Agreement, the Customer may share Personal Data with the Supplier. This Data Processing Agreement (**DPA**) sets out the safeguards and requirements of both parties to ensure the safe handling and processing of such Personal Data in compliance with Data Protection Legislation.

DPA TERMS

1.1. Parties acknowledge that in line with Clause 5.5 of the GTC, which is applicable to the License Agreement, that Customer shall be data controller and Supplier shall be data processor to the provision of the Support Services as set out by applicable Data Protection Legislation.

1.2. In this APPENDIX, unless the context otherwise requires:

1.2.1. "**DP Regulator**" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with Data Protection Legislation.

1.2.2. The terms "**Data Subject**", "**Personal Data**" and "**processing**" shall have the meanings set out in GDPR.

1.3. The parties shall comply with the provisions and obligations imposed on them by the Data Protection Legislation at all times when processing Personal Data in connection with this DPA, which processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out below:

Subject matter: The context for the processing of Personal Data is Supplier's provision of Support, which shall involve performance on behalf of the Customer of the tasks and activities set out in the Service Level Agreement for the purpose of providing the Support.

Duration: The term of this DPA is identical with the term of the License Agreement. Save as otherwise agreed herein, termination rights and requirements shall be the same as set forth in the relevant License Agreement.

Purpose and Nature: to enable Supplier to provide Support upon request of the Customer (GDPR Article 6 (1) (b)).

Types of data: the personal data relevant in the context of the provision of Support (but no more than was processed previously unless otherwise agreed) including personal details; employment details; goods or services provided; behavior; camera streams; video or photo material.

Categories of data subjects: Customer's employees, contact persons, customers and suppliers.

1.4. The Customer must ensure that it has sufficient grounds and authority under the Data Protection Legislation to collect, process and share Personal Data with Supplier, and for Supplier to be able to provide the Support incorporating such Personal Data. Supplier reserves the right to suspend the Support if the Customer cannot demonstrate compliance with the Data Protection Legislation in the collection, sharing and use of Personal Data as contemplated by the Support.

1.5. Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Legislation and shall make such information available to any DP Regulator on request.

1.6. To the extent Supplier receives from, or processes any Personal Data on behalf of, the Customer, Supplier shall:

1.6.1. process such Personal Data (i) only in accordance with the Customer's written instructions from time to time (including those set out in this DPA), unless it is otherwise required by applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, Supplier shall notify the Customer of the relevant legal requirement before processing the Personal Data), and (ii) only for the duration of this DPA;

1.6.2. not process such Personal Data for any purpose other than those set out in this DPA or otherwise expressly authorized by the Customer;

- 1.6.3. take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data;
- 1.6.4. implement and maintain technical and organizational measures as determined in Annex 1 of this APPENDIX (**TOMs**) to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorized destruction, loss, alteration, disclosure, dissemination or access;
- 1.6.5. not transfer such Personal Data to a country that is not recognized as providing an adequate level of data protection, unless Supplier takes all necessary steps to address the requirement of an adequate level of data protection;
- 1.6.6. inform the Customer without undue delay if any such Personal Data is (while within Supplier's possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;
- 1.6.7. not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the Customer or as expressly provided for in this DPA;
- 1.6.8. return or irretrievably delete all Personal Data on termination or expiry of the License Agreement, and not make any further use of such Personal Data (except to the extent applicable law requires continued storage of the Personal Data by Supplier and Supplier has notified the Customer accordingly);
- 1.6.9. provide to the Customer and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this APPENDIX and/or the Data Protection Legislation;
- 1.6.10. permit the Customer or its representatives to access any relevant premises, personnel or records of Supplier on reasonable notice to audit and otherwise verify compliance with this APPENDIX;
- 1.6.11. take such steps as are reasonably required to assist the Customer in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
- 1.6.12. notify the Customer within five (5) Business Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Legislation in relation to that person's Personal Data; and
- 1.6.13. provide the Customer with reasonable co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Legislation in relation to that person's Personal Data.

1.7. In case Customer requires additional or amended TOMs, which go beyond Annex 1 of this APPENDIX or the assistance provided by Supplier pursuant to Clause 1.11 of this DPA, Supplier will advise Customer on the costs to implement such additional or amended TOMs. Once Customer has confirmed to bear such costs, Supplier will implement such additional or amended TOMs. Supplier may at any time update and amend the TOMs with prior notification to Customer if and to the extent that the level of security provided for Personal Data substantially remains the same.

1.8. Customer authorizes the use of sub-processors engaged by Supplier for the provision of the Support under this DPA provided that Supplier will shall pass on to such sub-processors the obligations of Supplier under this DPA to the extent applicable. Supplier shall choose such sub-processor diligently. Supplier remains responsible for any acts or omissions of its sub-processors in the same manner as for its own acts and omissions hereunder. Controller approves the use of the following sub-processors:

Name	Address	Purpose of use
Amazon Web Services	Amazon Web Services EMEA SARL, 38 Avenue John F. Kennedy, L-1855, Luxembourg, ATTN: AWS EMEA Legal	Supplier employs Amazon Web Services (AWS) as a virtual environment provider on an infrastructure as a service (IaaS) basis.
Rendszerinformatika Zrt.	H-1134 Budapest, Váci út 19. Hungary	Rendszerinformatika is a Data Center service provider.

Google Ireland Limited	Gordon House Barrow Street Dublin 4, D04E5W5 Ireland	GSuite Software-as-a-Service products, including email services
-------------------------------	---	---

In case any sub-processor is located outside the EU/EEA in a country that is not recognized as providing an adequate level of data protection, Supplier will take steps to address the requirement of an adequate level of data protection at sub-processor (such measures may include – inter alia and as applicable – the use of data processing agreements based on EU Model Clauses, transfer to sub-processors which are self-certified under the EU-U.S. Privacy Shield or a similar program). Supplier may remove, replace or appoint suitable and reliable further sub-processors at its own discretion provided that (i) Supplier will notify Customer in advance of any changes to the list of sub-processors as set out in this Clause 1.7 and Customer does not object within 15 (fifteen) days after receipt of Customer’s notice the further sub-processor(s) shall be deemed accepted. If the Customer object to the appointment of the further sub-processor, Supplier may cease to provide or Customer may agree not to use (temporarily or permanently) the particular aspect of the Support that would involve the use of such further sub-processor with regard to Customer's personal data.

1.9. Each party is liable for its obligations set out in this DPA and in applicable Data Protection Legislation. Any liability arising out of or in connection with a violation of the obligations of this DPA or under applicable Data Protection Legislation, shall follow, and be governed by, the liability provisions set forth in, or otherwise applicable to, the License Agreement, unless otherwise provided within this DPA. If the liability is governed by the liability provisions set forth in, or otherwise applicable to, the License Agreement, for the purpose of calculating liability caps and/or determining the application of other limitations on liability, the liability occurring under this DPA shall be deemed to occur under the relevant License Agreement.

1.10. The Customer will defend, indemnify, and hold harmless Supplier and the officers, directors, employees, successors, and agents of Processor (collectively, “*indemnified parties*”) from all claims, damages, liabilities, assessments, losses, costs, administrative fines and other expenses (including, without limitation, reasonable attorneys' fees and legal expenses) arising out of or resulting from any claim, allegation, demand, suit, action, order or any other proceeding by a third party (including supervisory authorities) that arises out of or relates to the violation of Customer's obligations under this DPA and applicable data protection law.

1.11. If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Legislation, it shall as soon as reasonably practicable, notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

1.12. In the event of inconsistencies between the provisions of this DPA and any other agreements between the parties, the provisions of this DPA shall prevail with regard to the parties' data protection obligations. In case of doubt as to whether clauses in such other agreements relate to the parties' data protection obligations, this DPA shall prevail.

1.13. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or – should this not be possible – (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein. The foregoing shall also apply if this DPA contains any omission.

1.14. This DPA shall be governed by the same law as the License Agreement except to the extent that mandatory applicable Data Protection Legislation applies.

Annex 1 of Appendix 2

Technical and Organizational Measures (in the course of Support)

Supplier is dedicated to maintaining a sound information security and data security management framework to continuously identify, assess, evaluate and manage risks relative to physical and logical security of Confidential Information including personal data.

Supplier maintains a certified information management system (ISMS) in line with the international standard ISO/IEC 27001:2013 to ensure compliance with Article 25 and 32 of the GDPR. The scope of the ISMS covers software design, development and support, business counselling on advanced video analytics; delivery on the information safety of the source code of developed software and of Customer's know-how acquired during the development, deployment and support related counselling processes and documentation.

Policies and Organization of Information Security and Data Protection	A set of policies for information security is defined, approved by management, published and communicated to employees and relevant external parties. The policies for information security are reviewed at planned intervals or if significant changes occur to ensure their continuing suitability, adequacy and effectiveness.
Human Resources Security	Background verification checks on all candidates for employment are carried out in accordance with relevant laws, regulations and ethics, and shall be proportional to the business requirements, the classification of the information to be accessed and perceived risks. The contractual agreements with employees and contractors state their and the organization's responsibilities for information security. Management requires all employees and contractors to apply information security in accordance with the established policies and procedures of the organization. All employees of the organization and, where relevant, contractors receive appropriate awareness education and training and regular updates in organizational policies and procedures, as relevant for their job function. There is a formal and communicated disciplinary process in place to take action against employees who have committed an information security breach. Information security responsibilities and duties that remain valid after termination or change of employment are defined, communicated to the employee or contractor and enforced.
Asset Management	Assets associated with information and information processing facilities are identified and an inventory of these assets drawn up and maintained. Assets maintained in the inventory are owned. Rules for the acceptable use of information and assets associated with information processing facilities are identified, documented, and implemented. All employees and external party users return all of the organizational assets in their possession upon termination of their employment, contract or agreement.

Access Control	An access control policy is established, documented, and reviewed based on business and information security requirements. Users are only provided with access to the network and network services that they have been specifically authorized to use.
Cryptography	A policy on the use, protection and lifetime of cryptographic keys are developed and implemented through their whole lifecycle. A policy on the use, protection and lifetime of cryptographic keys are developed and implemented through their whole lifecycle.
Physical and Environmental Security	Security perimeters are defined and used to protect areas that contain either sensitive or critical information and information processing facilities. Secure areas are protected by appropriate entry controls to ensure that only authorized personnel are allowed access. Physical security for offices, rooms, and facilities are designed and applied. Physical protection against natural disasters, malicious attacks or accidents are designed and applied. Procedures for working in secure areas are designed and applied.
Operations security	Equipment are sited or protected to reduce the risks from environmental threats and hazards, and opportunities for unauthorized access. Equipment are protected from power failures and other disruptions caused by failures in supporting utilities. Power and telecommunications cabling carrying data or supporting information services are protected from interception, interference or damage. Equipment is correctly maintained to ensure its continued availability and integrity. Equipment, information or software is not taken off-site without prior authorization. Security is applied to off-site equipment taking into account the different risks of working outside the organization's premises. All items of equipment containing storage media are verified to ensure that any sensitive data and licensed software has been removed or securely overwritten prior to disposal or re-use. Operating procedures are documented and made available to all users who need them. Changes to the organization, business processes, information processing facilities and systems that affect information security are controlled. The use of resources is monitored, tuned, and projections made of future capacity requirements to ensure the required system performance. Development, testing and operational environments are separated to reduce the risks of unauthorized access or changes to the operational environment.
Communications security	Networks are adequately managed and controlled to protect information in systems and applications. Security mechanisms, service levels and management requirements of all network services are identified and included in network services agreements, whether these services are provided in-house or outsourced. Groups of information services, users, and information systems are segregated on networks.

System acquisition, development and maintenance	The information security related requirements are included in the requirements for new information systems or enhancements to existing information systems. Information involved in application services passing over public networks are protected from fraudulent activity, contract dispute and unauthorized disclosure and modification. Information involved in application service transitions are protected to prevent incomplete transmission, miss-routing, unauthorized message alteration, unauthorized disclosure, unauthorized message duplication or replay.
Supplier relationships	Information security requirements for mitigating the risks associated with supplier's access to the organization's assets are agreed with the supplier and documented. All relevant information security requirements are established and agreed with each supplier that may access, process, store, communicate, or provide IT infrastructure components for, the organization's information. Agreements with suppliers include requirements to address the information security risk associated with information and communications technology services and product supply chain. The organization regularly monitors, reviews and audits supplier service delivery.
Information Security Incident and Data Breach Management	Management responsibilities and procedures are established to ensure a quick, effective and orderly response to information security incidents. Information security events are reported through appropriate management channels as quickly as possible. Employees and contractors using the organization's information systems and services are required to note and report any observed or suspected information security weaknesses in systems or services. Information security events are addressed, and it is decided if they are to be classified as information security incidents. Information security incidents are responded to in accordance with the documented procedures. There are mechanisms in place to enable the types, volumes, and costs of information security incidents to be quantified and monitored. Where a follow-up action against a person or organization after an information security incident involves legal action (either civil or criminal), evidence is collected, retained, and presented to conform to the rules for evidence laid down in the relevant jurisdiction(s).
Business Continuity Management	The organization determines its requirements for information security and the continuity of information security management in adverse situations, e.g. during a crisis or disaster. The organization establishes, documents, implements and maintains processes and controls to ensure the required level of continuity for information security during an adverse situation. The organization verifies the established and implement information security continuity controls at regular intervals in order to

	ensure that they are valid and effective during adverse situations.
Compliance	<p>All relevant legislative statutory, regulatory, contractual requirements and the organization's approach to meet these requirements are explicitly identified, documented, and kept up to date for each information system and the organization. Appropriate procedures are implemented to ensure compliance with legislative, regulatory, and contractual requirements related to intellectual property rights and use of proprietary software products. Records are protected from loss, destruction and falsification, unauthorized access and unauthorized release, in accordance with legislative, statutory, regulatory, contractual, and business requirements. Privacy and protection of personal identifiable information are ensured as required in relevant legislation and regulation where applicable. Cryptographic controls are used in compliance with all relevant agreements, legislation, and regulations.</p>