

End User License Agreement - EULA

hereinafter referred to as: **this Agreement**

which was concluded between

Sense/Net Inc.

Seat: Infopark sétány 1. I. ép. 5. em. 5. , H-1117 Budapest, Hungary

Phone: +36 1 464 70 70

Fax: +36 1 464 70 80

Web: www.sensenet.com

Company registration number: 01-10-046440

Tax number: 14859034-2-43.

EU Tax number: HU14859034

Bank account number: HU43-10100716-13240971-00000005

Represented by: Kiss Sándor, CEO

registered under the laws of Hungary, EU, hereinafter referred to as: **Sense/Net**

and

[Licensee Company Name].

Seat:

Phone:

Fax:

Web:

Company registration number:

Tax number:

EU Tax number:

Bank account number:

Represented by:

registered under the laws of [country], hereinafter referred to as: **Company**

together referred to as: **the Party/Parties**

1 Aim of this Agreement

1.1 Overview

This End User License Agreement is a master agreement to be signed once, and it will serve as a master agreement for future orders made on order form as detailed below. This Agreement sets the terms and conditions for license grant, source code use, derivatives, support and other services such as consulting, etc. These conditions will rarely change; stipulations can be made in the appendix and on the order form as well. The appendix and the order form can be modified by the Parties in writing, based on common consent.

This Agreement establishes (i) the terms and conditions of using Sense/Net Enterprise software (hereinafter referred to as: "**Software**") and (ii) different services (hereinafter referred to as: "**Services**") that come with the different Software editions. Furthermore (iii) it also sets the terms and conditions for ordering the subscription, renewing it, upgrading, payment, etc. Once this Agreement is signed, all orders that refer to it are governed by it and this agreement supersedes all previous agreements or promises made in any way.

Subscriptions based on this Agreement are valid for the period of time defined on the Order Form (the order form will be provided by the sales division of Sense/Net, hereinafter referred to as: "**Order Form**"), usually one year, and can be renewed. The subscription grants rights and gives Services for the length of the subscription as detailed in this Agreement.

2 Software Licensing and Editions

2.1.1 Sense/Net makes its Software available in two forms, with dual licensing. The two software packages, although technically originate from the same source code, are not identical, and are treated as different software products: Sense/Net Community and Sense/Net Enterprise. Sense/Net Community is licensed under an OSI (Open Source Initiative) approved open source license. Sense/Net Enterprise is licensed under the Sense/Net Enterprise Licensing Program.

- 2.1.2 Unless expressly written otherwise, when referring to Software throughout this Agreement, we mean Sense/Net Enterprise, not Sense/Net Community. To use Sense/Net Community one must accept the enclosed open source license that comes with Sense/Net Community software package.
- 2.1.3 Sense/Net Enterprise software may have different Editions that may have technical and legal differences, such as limitations on use, or missing or additional functionality. These editions and differences are described in the current Sense/Net Enterprise Licensing Program Price List and Sense/Net Enterprise Licensing Program Licensing Guide. Vendor reserves the right to change the specifications of current editions detailed in this art and to create or discontinue any edition. Vendor reserves the right to change the licensing of both Sense/Net Enterprise and Sense/Net Community software, with prior notification sent to Partner 90 days before executing the change.
- 2.1.4 Unless this Agreement indicates otherwise, the regulations regarding the Source Code apply for the source code of derivatives as well.

3 COPYRIGHT

Granted rights and conditions for Binary Code

For the purposes of this agreement, Internal Use shall mean the installation and operation of software on servers owned or otherwise controlled by Company, in order to service an end user inside or outside its organization. For the sake of clarity, Company providing Software as a Service (SaaS) services for Company's customers shall be counted as Internal Use by Company.

3.1 Grants for Server Software

In the case of Sense/Net Enterprise Server Software, for the term of this Agreement and subject to Company's payment of the license fee Sense/Net grants Company:

- 3.1.1 The rights to a worldwide, non-exclusive, non-transferable, non-sublicensable right to install, display, run and use the Binary Software, in every case only for Company's Internal Use, in a production environment limited to the number of server CPU cores (physical or virtual) equal to the number of valid licenses ordered. The servers of the Company are considered production environment, if

they are not used for development, testing or experimenting (hereinafter: **Production Environment**). The number of licenses required depends only on the number of CPU cores in all Web and SQL servers running the Software. The number of licenses required does not depend on the purpose of the Production Environment, the number of users in the organization, the type of user accounts or number of sites, content and transactions to the licensed servers – as long as all servers in the Production Environment are properly licensed.

- 3.1.2 The license holder will need to have as many license subscriptions as the total number of CPU cores in all Web and SQL servers running in the Production Environment.
- 3.1.3 If not all servers are covered in a given Production Environment, Sense/Net considers the entire Production Environment unlicensed, and provides no support and grants no rights to use the Software and its updates. Furthermore it is considered a major breach of contract, as a result of which Sense/Net may terminate this Agreement with immediate effect. Furthermore, Sense/Net may validate its rights, arising from the illegal use.
- 3.1.4 If the license subscriptions for different servers in any given Production Environment are different, Sense/Net gives the level of service and grants the rights corresponding to the cheapest license.
- 3.1.5 Passive standby servers do not need a license subscription and do not get Services either.
- 3.1.6 Hot standby servers do not need a license subscription.
- 3.1.7 In high availability scenarios (including, but not limited to load balancing, high availability virtualization, round robin DNS, load balancer appliance or software, failover or other clustering) all servers need a license.
- 3.1.8 Sandbox servers are considered part of the production environment from the licensing perspective, and require Sense/Net Enterprise Sandbox licenses with the same attributes as the live production servers. A sandbox is a testing environment that isolates untested code changes and outright experimentation from the production environment. Sandboxing protects "live" servers and their

data, vetted source code distributions, and other collections of code, data and/or content, proprietary or public, from changes that could be damaging (regardless of the intent of the author of those changes) to a mission-critical system or which could simply be difficult to revert. Sandbox servers can be used by the users of the production environment for the purposes of sandboxing and experimenting, but not for real production. Sandbox software is identical to Server software, but is limited in use thus its price is discounted.

3.1.9 The Software may be produced in different Editions as described in Art. 2. of this Agreement, with limitations and/or additional modules not present in other editions. All servers in a given Production Environment must be of the same Edition. If they are different, we consider all of them to be the cheapest of all, and provide rights and services accordingly.

3.1.10 The Server license only grants in-house development rights, as described in Art. 3.2 of this Agreement.

3.1.11 Sense/Net also provides different support and consulting services detailed in Appendix A ("Service Level Agreement") for the duration of the subscription, as long as it is in effect.

3.2 Grants for In-house Development

In the case Company has at least one live license orders of Sense/Net Enterprise Software for a production system, for the term of this Agreement and subject to Company's payment of the License fee Sense/Net grants Company:

3.2.1 The right to a worldwide, non-exclusive, non-transferable, non-sublicensable, right to install, run and use the Binary Software, only for Company's Internal Use, in a developer environment. When this Agreement refers to development environment, it means any environment, where the software is running for the sole purpose of testing its features or testing and debugging custom development or configuration, and is only accessed by a) developers and testers, and b) a limited number of users for a limited time for the purpose of testing.

3.2.2 Company may only use Software for in-house development of Custom Software Applications. Company has the right to install and run such Custom Software

Applications for Internal Use, provided that all such servers run properly licensed Sense/Net Server Software.

3.2.3 Except for Internal Use, Company shall not redistribute, relicense, make available to third party neither free nor onerously a) Custom Software Applications that Company developed using Software, b) custom software modules that Company developed in any relation to Software or to run with Software.

3.2.4 Except for Internal Use, Company shall not redistribute, relicense, make available to third party neither free nor onerously the Software.

3.2.5 Software may be installed on more than one developer workstation or test server, provided that they are only used for development and testing purposes and not for production or sandboxing purposes and that it will only be used by Developers that are employees of Company.

3.3 General terms and restrictions

3.3.1 For the length of the subscription, Sense/Net provides the right to install updates (minor, such as Hotfixes, Service Packs, Patches, Minor versions: e.g., 6.1, 6.2) and upgrades (Major versions: e.g., 7.0, 8.0) to the Software, referred to as Updates. Company notes that the cost of installing the Updates or adapting to breaking API changes is not included in the license fee of the Software, and shall solely be covered by Company.

3.3.2 Company may incorporate (embed) the Software in another software or hardware, but only for Internal Use. Such incorporation is treated as custom software development, as described in Art. 3.2 of this Agreement.

3.3.3 Company may perpetually use the version of the Software which was available to it on the last day of its subscription, provided that this Agreement was not terminated due to the Company's breach of this Agreement.

3.3.4 Company may make backup copies of the Software and the Source Code for security reasons, for its Internal Use only, and only for the duration of this Agreement.

- 3.3.5 Sense/Net obliges itself that it will provide the same contractual conditions to affiliates of Company as to Company, if affiliates would like to order Software license with the conditions of this Agreement in the Sense/Net Enterprise Licensing Program.
- 3.3.6 The subscription fee is paid at the beginning of the subscription period. The subscription can be renewed for the length of the original subscription period, at the end of the subscription term. If the payment of the subscription fee is transferred late, and/or the order confirming the continuing of the subscription is sent late, the starting date of the next subscription period will be the last date of the previous subscription. Sense/Net has the right to refuse to provide the Services until the renewing order and/or payment arrives. As offset, if Company licenses the Software for a period of one year, Sense/Net will give a fee guarantee for this term as defined in Art. 5.2 of this Agreement, unless this Agreement is terminated by either Party. The fee guarantee is only valid for subscriptions for a period of one year.
- 3.3.7 During the term of this Agreement, Company may not deploy, use, install, display, run or have deployed any Sense/Net Community Edition software. Company shall not use the support services given in this agreement for the support of Sense/Net Community Edition software. Regarding this Agreement, all computers running Sense/Net Community are unlicensed.
- 3.3.8 In specific Editions of Software, there may be parts (either developed by Sense/Net or by third parties) of the Binary Code that are not provided in source code format or that are encrypted. These parts may not be reengineered, studied, altered, etc. as it is considered as a major breach of this Agreement. If Company reverse engineers the parts of the binary code that are provided in source code, the provisions of Art. 3.4 of this Agreement in relation of the Source conditions shall apply.
- 3.3.9 Except for Internal Use, during and after the term of this Agreement, Company shall not, directly or indirectly, sell, market, rent, lease, sublicense, distribute, commercialize, or otherwise transfer rights to use the Software, its derivatives, Source Code, Binary Code, and Software documentation, and shall not make it

accessible to third persons in any way for any purpose, including service bureau or timesharing as purpose neither for free nor onerously.

- 3.3.10 During and after the term of this Agreement, Company shall not, directly or indirectly, alter or remove or otherwise render nonreadable any copyright, trademark notice in the Software or its installation package, or documentation, and Company shall not present a false pretense any way, which is contrary to the matter of these (copyright, trademark notice, installation package, documentation).
- 3.3.11 All rights not expressly granted in this Agreement are reserved by Sense/Net and its licensors. Company accepts that the Sense/Net logo, product names, Software, Source Code, Binary Code, manuals, documentation, graphics, design, concept and any support materials are owned by Sense/Net as intellectual property.
- 3.3.12 If Sense/Net will be the owner of patent rights, the Parties will modify this Agreement with regard thereto.
- 3.3.13 The Company acquires the right to use the Software to the extent that is indispensably necessary for the Production Environment and for in-house development. All granting of rights can only be interpreted based on this article.
- 3.3.14 The Company is not entitled to provide third persons with any right in any form or amount in relation to the Software; the Company is not entitled to copy or multiply the Software, to distribute it neither freely or in an onerous way, and is not allowed to bring it in commercial circulation.
- 3.3.15 Software may include third party libraries licensed by Sense/Net for royalty free distribution. Sense/Net does grant the right to use all such third party libraries as part of Software, but does not grant the right to use the libraries for development purposes. Company may not use these third party libraries and Product in any way to create products that compete with the original third party library. If Company uses these libraries in their own development, Company must license the libraries separately from this Agreement from the original third party supplier of the library. Such third party libraries will be listed in the release notes of the Software.

3.4 Source Code

3.4.1 Grants

- 3.4.1.1 If Company licenses the Software, it also receives the source code of the Software but not completely, some parts will not be received by the Company or will be encrypted (hereinafter and previously referred to as: "**Source Code**").
- 3.4.1.2 Sense/Net grants a non-exclusive, non-transferable, non-sublicensable right to modify the Software to form derivative works but only for Company's Internal Use. Such derivative works are considered custom development, as described in Art. 3.2 of this Agreement.
- 3.4.1.3 Sense/Net grants Company the right to investigate and change the Source Code, to make derivatives and to compile executable versions of the Software of these derivatives, and run them on internal licensed computers.
- 3.4.1.4 If there are any changes made to the Source Code that Sense/Net provides, it is considered a derivative work. If the Source Code is used in whole or in part in any other software, it becomes a derivative.
- 3.4.1.5 If any change is made to the binary code of Software by any means, such as reengineering, etc, it is governed by Art. 3.4 of this Agreement as if it were done with the Source Code.
- 3.4.1.6 Custom Software Applications built using the public API of Software (such as portlets, views, content types, content templates, field controls, string resources, etc.), without any modification to Software itself, are not considered derivative works.

3.4.2 Restrictions

- 3.4.2.1 Custom Software Applications, Derivative works, Software and Source Code are intended for Internal Use. Derivatives, Software and Source Code shall not be redistributed, sold, leased, licensed or otherwise made available to third parties neither for free nor onerously, in timesharing or in any other way. The breach of this stipulation is a major breach of this Agreement and a copyright

infringement. If Company breaches the present stipulation of this Agreement, then Sense/Net may terminate this Agreement, in which case Company loses all rights, services, fees, etc., to which it is entitled based on this Agreement. Company may not rent, upload or otherwise distribute or make available to third party the Source Code even inside its organization. The employees of the Company may only use it in the course of the business activity of the Company.

- 3.4.2.2 Company may not use the Source Code to compile and run the compiled code on unlicensed or on Sense/Net Community licensed computers.
- 3.4.2.3 Company may not use or incorporate any of the Sense/Net Community Edition source code into the Sense/Net Enterprise Edition Source Code, especially not those functions, that Company's Enterprise version does not contain.
- 3.4.2.4 Company may not use or incorporate any of the Sense/Net Enterprise Edition Source Code into a Sense/Net Community Edition software in any way, not even for Internal Use.
- 3.4.2.5 Sense/Net has the right (on its sole discretion) to refuse to support any derivatives that Company has produced. Company may use consulting hours to support derivatives that Sense/Net otherwise refuses to support.
- 3.4.2.6 While the grant to use the Binaries is perpetual provided that this Agreement does not fail due to the breach of contract of the Company, the grant to use the Source ends with the subscription ending.
- 3.4.2.7 Company may submit and contribute bug fixes or additional functionality to Sense/Net by signing a separate Contribution agreement.

4 Services provided

4.1 Support, Training & Consulting services

- 4.1.1 Sense/Net provides unlimited support services to the holders of Server licenses, as detailed in Appendix A of this Agreement respectively.

- 4.1.2 The level of support services (SLA) provided can be standard or premium, depending on the license ordered. Sense/Net provides Premium level services only if the license is a Premium license on all Servers.
- 4.1.3 In any given Production Environment, all web servers have to have the same level of support. If the servers have mixed service level licenses, Sense/Net has the right to consider all licenses of the lower level and provide all services accordingly.
- 4.1.4 Sense/Net can stop support services and terminate any given order with a 90 day notice period if use of such services by Company is deemed to be unreasonable or uneconomical, at the sole discretion of Sense/Net. In this case, Sense/Net will refund the remainder of the fee above the 90 days.
- 4.1.5 Sense/Net provides limited consulting and other services to the holders of all Enterprise licenses, as detailed in Appendix A of this Agreement respectively.
- 4.1.6 Sense/Net provides consulting and development services to Company, at its standard hourly rate for such services, published in the Sense/Net Enterprise Licensing Program Price List. Such extra services have to be mutually agreed upon in relation to content, schedule and fees, and be ordered on a separate order form or via an electronic ticketing system provided by Sense/Net.
- 4.1.7 Sense/Net provides training services to Company, at its standard rates for such services, published in the Sense/Net Enterprise Licensing Program Price List. Such extra services have to be mutually agreed upon in relation to content, schedule and fees, and be ordered on a separate order form. Training fees are to be paid in advance. Sense/Net has the right to refuse to begin the training if invoices are not settled before the training starts.
- 4.1.8 Fees listed in the Sense/Net Enterprise Licensing Program Price List do not contain travel and accommodation costs, such costs shall be covered by Company, and shall be mutually agreed upon before the order is placed. If no travel and accommodation cost is indicated on the order form or electronic ticket, parties assume the place of fulfillment is the headquarters of Sense/Net.

4.1.9 Sense/Net undertakes training, consulting and development services assignments at its sole discretion, there is no SLA for using these services. Sense/Net undertakes such services assignments based on the availability of experts, and may refuse specific topics, especially that are not related to Software.

4.1.10 Sense/Net has the right to refuse any and all services, if Company has outstanding invoices.

5 Licensing (ordering) and payment

5.1 Orders

5.1.1 Company can order licenses only by filling out a standard license order form used by Sense/Net and submitting that to a Sense/Net salesperson. The order form can be requested by Company from the Sense/Net salesperson. A document is considered an order, if it is considered so by both Parties, and is only valid if signed by both Parties and after the payment for the given order has been settled.

5.1.2 Sense/Net may have contracted Distributors and/or Integrator Partners in the geographical location of Company. These companies market and sell Sense/Net Enterprise Software licenses. Company may order from these partners, or directly from Sense/Net. If Sense/Net has Distributors in the geographical location of Company, Company is obliged to order from those Distributors, or Integrator Partners serviced by those Distributors. In this case, ordering and invoicing will be handled by the partner or distributor; Sense/Net will provide the services either to partner or directly to Company (based on partner's order), only after payment by partner to Sense/Net has been settled. Sense/Net is not responsible for the activity of partners, such as sales, ordering, advice given, additional services, pricing or engagement of partner to Company.

5.1.3 Renewal as per Art. 3.3.6 of this Agreement is done by submitting the same Order Form but indicating that it is a renewal. The renewal date is always the day following the last day of previous subscriptions.

- 5.1.4 If Company decides to convert to a higher level license subscription, Company may do so by paying the difference of the fee, indicating this on the Order Form, but the termination date of subscription does not change retroactively, and Sense/Net only provides the higher level of service for the remainder of the given license period. The fee of the higher level license is prorated with regard to the time until the end of the license period.
- 5.1.5 Company can increase the number of licenses any time, but only needs to pay the fraction of the license fee for the new subscriptions until the end of the license period of existing licenses, on a prorated fee, based on the current fee list.
- 5.1.6 An order submitted on an order form that references this Agreement is a binding legal paper, cannot be withdrawn.
- 5.1.7 The specific services (the "Services") and/or Software that Sense/Net will provide to Company will be described in an Order Form, signed by the Parties. There can be changes to this Agreement based on the mutual consent of the Parties, in writing, made on the Order Form, valid for that given order. The changes are valid and binding, just as if they were incorporated in this Agreement. After the given order is fulfilled, the provisions of this Agreement will prevail again.
- 5.1.8 Consulting services may be ordered through the electronic ticketing system as well. An order submitted through the electronic ticketing system is a binding order, cannot be withdrawn.

5.2 Payment & Invoicing

- 5.2.1 Fees on the Order Form are exclusive of all taxes, VAT, levies, duties, etc. all of the above have to be paid by Company.
- 5.2.2 All fees are non-refundable, unless otherwise expressly written in this agreement.
- 5.2.3 All fees are to be paid in advance (such as licensing, training), except for fees based on hourly rates (such as consulting) which are to be invoiced at the end of each calendar month, based on the mutually accepted order forms or tickets of the electronic ticketing system.

- 5.2.4 Payment is due 30 calendar days from the date the invoice is issued.
- 5.2.5 Sense/Net has the right to suspend grants and services until payment is settled, but in the case of license orders, the start date for the license does not change.
- 5.2.6 Unless otherwise not stated on the order form or invoice, fees are EUR.

6 Communication and brand

- 6.1.1 Sense/Net can use the Company's name and logo to communicate that Company is a customer of Software, but Sense/Net can not communicate that Company endorses the Software or Sense/Net in any way. Company agrees to work with Sense/Net to make case studies about the use of Software. Company agrees to give non-public references occasionally to other prospects of Sense/Net.

7 Confidentiality

- 7.1.1 The Parties undertake to maintain confidentiality with regard to every professional and/or commercial or trade secret or the Source Code that is howsoever related to the other party and not to disclose it to any other person. The Parties also undertake that all their employees and representatives shall maintain confidentiality with regard to any secret as aforesaid and not disclose it to another, unless required otherwise by law. For the purposes of this clause, any matter relating to the Software, and/or that is howsoever related to either of the Parties is a professional and/or commercial secret.
- 7.1.2 The Parties undertake not to furnish, and are responsible to ensure that none of their employees or representatives furnish any other person with any written and/or other material, information and/or knowledge relating to either of the Parties and/or the Software and Source Code, save as particularly provided herein.
- 7.1.3 For the avoidance of doubt, it is warranted that the provisions of this clause shall also continue to bind the Parties after the end of the term of this Agreement.

8 Representation and warranties

8.1 Representation

8.1.1 Sense/Net is founded and registered under the laws of Hungary as a business association, an Incorporated.

8.1.2 Sense/Net represents and warrants that (i) it has all necessary rights and licenses to enter into and perform this Agreement and is the sole and exclusive owner of the Software, (ii) its execution, delivery and performance of this Agreement will not conflict with or result in a breach or violation of any of the terms or provisions or constitute a default under any agreement by which it is bound; (iii) the Services and Software will not violate or infringe the intellectual property or proprietary rights of any party, (iv) the Software shall not contain any disabling devices, viruses, Trojan horses, trap doors, back doors, time bombs or other computer programming routines that will damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, (v) it will comply with all applicable laws, rules and regulations in performing the Services, (vi) the Services will be performed on a timely basis in a workmanlike and professional manner by appropriately qualified personnel consistent with the highest generally accepted industry standards (such as Microsoft Certified Professionals), (vii) The Software will comply with all applicable laws, rules and regulations.

8.2 Disclaimer of Warranty

8.2.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AS PROVIDED BY SENSE/NET IS PROVIDED AND LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SENSE/NET DOES NOT GUARANTEE THAT THE USE OF THE SOFTWARE WILL NOT BE INTERRUPTED OR ERROR FREE. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND MERCHANTABILITY.

8.2.2 All fees have been calculated and agreed by Parties knowing these limitations.

9 Limitation of liability

9.1.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SENSE/NET OR COMPANY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, COMPUTER FAILURE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. FOR ALL EVENTS AND CIRCUMSTANCES, SENSE/NET AND COMPANY OR THEIR AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY SENSE/NET FROM COMPANY DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER SOFTWARE, SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.

9.1.2 Company shall not represent to any third party (including its customers) that the Software will perform any particular functions and cannot make any declaration on behalf of Sense/Net.

9.1.3 Company warrants that (a) Company's engineers and other support providers are technically capable; (b) Company shall not make any claims or provide any warranties with respect to the Sense/Net Software or the Sense/Net Services except as expressly authorized by Sense/Net.

9.1.4 All fees have been calculated and agreed by Parties knowing these limitations.

10 Indemnification

10.1.1 **Defense.** If any third party claims that Company's use of the Software infringes any United States patent, copyright, trademark or trade secret, Company must immediately notify Sense/Net in writing. Sense/Net shall defend Company against such claim if Company reasonably cooperates with Sense/Net and allows Sense/Net to control the defense and all related settlement negotiations, and then Sense/Net shall indemnify Company from and against any damages finally awarded for such infringement or settlements entered into by Sense/Net on Company's behalf.

10.1.2 **Injunctive Relief.** If an injunction is sought or obtained against Company's use of the Software as a result of a third party infringement claim, Sense/Net may, at its sole option and expense, (i) procure for Company the right to continue using the affected Software, (ii) replace or modify the affected Software with functionally equivalent software so that it does not infringe, or, if either (i) or (ii) is not commercially feasible, (iii) terminate the licenses and refund the Subscription Fees received by Sense/Net from Company for the affected Software in the twelve (12) months immediately preceding the first event giving rise to liability, with respect to the particular items (whether Software, Services or otherwise) giving rise to liability under the most applicable ordering document.

10.1.3 **Disclaimer of Liability.** Sense/Net shall have no liability for any third party claim of infringement based upon (i) use of other than the then current, unaltered version of the applicable Software, unless the infringing portion is also in the then current, unaltered release; (ii) use, operation or combination of the applicable Software with non-Sense/Net programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; or (iii) any third party software. The foregoing constitutes the entire liability of Sense/Net, and Company's sole and exclusive remedy with respect to any third party claims of infringement of intellectual property rights.

11 Term and termination

11.1.1 This Agreement can be terminated by both parties with voluntary termination. The date of termination is the last day of the longest live valid orders. If this Agreement is terminated, it is considered that no live orders can be renewed.

11.1.2 An order cannot be terminated with voluntary termination.

11.1.3 If any order is terminated, this Agreement is not terminated unless it is expressly stated in writing. Sense/Net will not refund any fees upon termination of an order or this Agreement, except as stated in 4.1.4 of this contract.

11.1.4 This Agreement and/or the order can be terminated immediately by both Parties within 10 days after notice from one Party of any serious breach by the other Party, unless such breach has been cured within those 10 days. If this Agreement is terminated with immediate effect, it is considered that all orders are also terminated with immediate effect. If any order is terminated immediately, the Agreement is not terminated unless it is expressly stated.

11.1.5 Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

11.1.6 Upon any termination of this Agreement, Company shall cease all use of rights as per this Agreement unless otherwise expressly stated and return all copies of such materials in its possession to Sense/Net.

12 Miscellaneous

12.1.1 Legal and technical contact person shall be appointed in writing by both Parties.

12.1.2 During and after the term of this agreement, Company shall not use the Software in such a way that violates laws or regulations.

12.1.3 If the anonym version of this Agreement will be available on the internet (even if it is a standard form contract) in the future, it shall not effect this Agreement.

12.1.4 Company has to keep records of its licenses and servers running Software, and shall provide Sense/Net these records upon a written request. If Company's

servers are not covered properly, Sense/Net has the right to issue an invoice for the difference, even if Company discontinues to run them.

12.2 Force Majeure

Neither Party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

12.3 Assignment

This Agreement can only be assigned with the written consent of the other Party that can only be withheld with a profound reason.

12.4 Severability

If any part of this Agreement will be unenforceable in whole or in part, it will not affect the validity of the other parts of this Agreement.

12.5 Waiver

The waiver of a breach of any provision of this Agreement shall not operate or be considered as a waiver of any other or subsequent breach.

12.6 Notices

Written notices must be signed by the representatives of the Parties. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, by FAX, overnight courier service or mailed, registered or certified mail, postage prepaid or written record to the address of the party specified above or such other address as either party may specify in writing, to the Attention of the Office of the General Counsel. Such notice shall be deemed to have been given upon receipt.

12.7 Other

This Agreement contains the full agreement of the Parties, and replaces all previous agreements, e-mailing and drafts of the Parties. Those articles of this Agreement which contain provisions for the time after the termination of this Agreement, e.g. Confidentiality, shall continue in full force and effect notwithstanding termination of this Agreement howsoever arising.

13 Applicable law and Litigation

This Agreement is governed by the Hungarian law. The Parties agree that all disputes arising from or in connection with this Agreement, its breach, termination, validity or interpretation, shall be exclusively decided by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, Budapest in accordance with its own Rules of Proceedings. The language(s) to be used in the arbitral proceedings shall be English.

The Parties sign this Agreement, as fully in accordance to their intentions.

Date: 13 January 2015.

.....
Kiss Sándor
CEO
Sense/Net Inc.

.....
[signed by]
[title]
[licensee company name]

Appendix A

Service Level Agreement

1 Definitions

- 1.1.1 "Error" means error, flaw, mistake, failure or fault in the Software that produces an incorrect or unexpected result, or causes it to behave in unintended ways that is not conform to the specifications, resulting in partial or complete inability to use.
- 1.1.2 "General Availability" means is the point in the Software's lifecycle where all necessary commercialization activities have been completed and the software has been made available to the general market either via the web or physical media. A new generally available version is designated by the change of the number to the left of the decimal in the version number.
- 1.1.3 "Service Pack" is a collection of updates, fixes and/or enhancements to a software program delivered in the form of a single installable package. A new service pack is designated by the change of the number to the right of the decimal in the version number.
- 1.1.4 "Patch" is a piece of software designed to fix problems and errors with or update a computer program or its supporting data. This includes fixing security vulnerabilities and other bugs, and improving the usability or performance.
- 1.1.5 "Hot fix" is a kind of patch that fixes urgent issues, such as security vulnerability.
- 1.1.6 "Upgrade" means a software package that replaces an installed version of a product with a newer version of the same product. The upgrade process typically leaves existing customer data and preferences intact while replacing the existing software with the newer version. Upgrades might contain significant GUI changes and breaking changes in the API level.

2 Services

2.1 Sense/Net Support Services

2.1.1 Sense/Net Support Services means Operation Incident support. Depending on the actual SLA ordered, Company gets support via phone and/or the Customer Portal.

2.1.2 Sense/Net only provides operations support. Operations support means support related to the installation, deployment, operations and maintenance of Software. Operations support does not include the discussion of issues not related to Software or general topics related to the operating system or database or development environment. Operations support services are discussed further in Art. 3. of this Appendix.

2.1.3 Sense/Net Support Services do not include travel and accommodation fees by default unless otherwise stated.

2.1.4 Unless otherwise stated, all Sense/Net Support Services are offered during normal business hours (9:00 AM - 5:00 PM CET, Monday – Friday, except Public Holidays).

2.1.5 Public holidays in Hungary can be found at: http://www.worldtravelguide.net/country/116/public_holidays/Europe/Hungary.html. Sense/Net is obliged to notify Company of any changes at least 10 days in advance.

2.1.6 All hours are Central European Time unless otherwise noted.

3 Conditions for Operations Support Services

3.1 General conditions

3.1.1 Operations support is provided for all Sense/Net Enterprise Server licenses.

3.1.2 The table below summarizes the Sense/Net Support Services SLA commitments for the "Standard" and "Premium" levels. If neither Premium, nor Standard is stated, the subscription is considered Standard.

Service	Sense/Net Enterprise Standard	Sense/Net Enterprise Premium
Support Hours	9:00-17:00 (CET)	24/7
Severity 1 – Initial Response Time SLA	Next business day	2 business hours
Severity 2 – Initial Response Time SLA	2 business days	4 business hours
Severity 3 – Initial Response Time SLA	3 business days	6 business hours
Number of Operations Support Incidents per Year	Unlimited	Unlimited
Customer Portal Access	1 user account	3 user accounts
Inbound Phone Support	No	Business hours (CET)
Dedicated Support Engineer	No	Yes
Architecture Review (in excess of # of support incidents)	2 cases	4 cases
Number of Consulting Hours	1 / CPU core	2 / CPU core

3.1.3 Sense/Net provides support for an unlimited Number of Operations Support Incidents for the duration of the ordered license. Sense/Net retains the right to limit the amount of assistance if the level of involvement is deemed by Sense/Net to be unreasonable uneconomical or impractical.

3.1.4 Customer Portal Access means access to Sense/Net’s customer-only area on the web. This portal includes customer-only forums, on-line help desk and incident tracking system (ticketing). Customer receives 1 or 3 user accounts depending on its support level. The accounts must be registered by the users and reported to Sense/Net as a Notice for setting up permissions.

3.1.5 Inbound Phone Support means the right to call the Sense/Net Support hotline directly during support hours only. This option is only available to Premium levels users. The preferred way of communication is through the Customer Portal.

3.1.6 Dedicated Support Engineer means a dedicated contact person that Company may contact in private messages through the forum or via telephone. This option is only available to Premium levels users.

3.1.7 Architecture Review means the review of a deployment plan or actual deployment of Software made by Company. Sense/Net comments the deployment plan based on the performance and usability numbers provided by Company or reviews the configuration files, settings, performance and

availability of the actual system. The number of available architecture reviews is indicated in the table above.

3.1.8 Company can use a number of Consulting hours for discussing Software related matters with a support engineer or with the Dedicated Support Engineer. The number of free consulting hours is indicated in the table above. Consulting does not include travel and accommodation cost.

3.1.9 Sense/Net guarantees that the actions detailed for the different severity levels in the next section will be initiated within the Initial Response time set in the table above.

3.2 Updates and Severities (Server)

Sense/Net will make all commercially reasonable efforts to create and deliver a Patch or Service Pack intended to solve an Error reported by Company. If Sense/Net provided a Patch or Service Pack, Company must install it within 3 workdays to make sure that the Error is fixed in a timely manner. If the provided solution is a temporary one (i.e. unique hot-fix or workaround), Company has the right to decide whether it wants to deploy it or wait for the official Patch or Service Pack containing the solution to the specific Error. If it decides not to, it is not entitled to any further support about the same Error before the official Patch or Service Pack containing the solution to the specific Error is released.

Sense/Net Support Services defines an incident's Severity Level, based on the following definitions:

3.2.1 Severity 1

A Severity One Operations Issue means (1) the whole deployed Software is unavailable; or (2) a deployed mission-critical application is unavailable; or (3) a service that affects all users is unavailable.

Sense/Net assigns a support engineer with significant knowledge in the specific area to decide the root cause of the Error:

- If it's caused by Software, Sense/Net starts correcting the Error in short timeframe by creating and providing a relevant Patch. In the meantime, if applicable, Sense/Net provides a temporary solution or hot-fix as a workaround. Sense/Net provides hourly reports to Company about the status of the procedure.
- If it's caused by the custom code or development effort of Company, the incident is closed and Company is redirected to Developer Support, if applicable.

3.2.2 Severity 2

A Severity Two Operations Issue means (1) part of the deployed Software is unavailable; or (2) a service that affects a number of users is unavailable; or (3) Software is unreliable or seriously under-performing.

Sense/Net assigns a support engineer with significant knowledge in the specific area to decide the root cause of the Error:

- If it's caused by Software, Sense/Net starts correcting the Error by providing a temporary solution or hot-fix as a workaround. Sense/Net provides bi-hourly report to Company about the status of the procedure. After the workaround is deployed, Sense/Net exercises all commercially reasonable efforts to include a fix in the next Service Pack release.
- If it's caused by the custom code or development effort of Company, the incident is closed and Company is redirected to Developer Support, if applicable.

3.2.3 Severity 3

A Severity Three Operations Error means (1) Software behaves irregularly or periodically under-performing; (2) a Software feature or behavior needs explanation or clarification; or (3) a new feature request for the next Generally Available version of the product.

Sense/Net assigns a support engineer with significant knowledge in the specific area to decide the root cause of the Error in case of (1):

- If it's caused by Software, Sense/Net starts correcting the Error by providing a temporary solution or hot-fix as a workaround. Sense/Net provides daily report to Company about the status of the procedure. After the workaround is deployed, Sense/Net exercises all commercially reasonable efforts to include a fix in the next General Available release.
- If it's caused by the custom code or development effort of Company, the incident is closed and Company is redirected to Developer Support, if applicable.

In case of (2), Sense/Net support engineer gives a short explanation or directs to the appropriate documentation.

In case of (3), Sense/Net adds the new feature request to the list of new feature items and may provide solution in the next General Available release.

4 Other conditions

4.1 Condition for providing support

Sense/Net only provides support services if:

- (1) Software deployed at Company is the current version of Software with all available and relevant Patches and Service Packs installed;
- (2) Software is deployed in a way that complies with the Sense/Net recommendations;
- (3) Company makes all reasonable efforts to apply the solution provided by Sense/Net and follows the advice of the support engineers;
- (4) Company hands over all information necessary to fix the Error either via personal delivery or by allowing remote assistance to the specific system or systems affected by or involved in the Error. If remote assistance is not possible, Company asking for onsite support has to provide an operation/developer console to the support engineer with proper access to the Software and its environment. In the case of onsite support, Sense/Net will make all commercially reasonable effort to get to Company's facilities promptly.

4.2 Installation of Patches and Service Packs

4.2.1 The cost of installation of Patches, Services Packs and related services is not part of this agreement. The cost of changing custom solutions to accommodate to breaking changes shall be covered by Company.

4.2.2 Sense/Net shall have the right to refuse support to Company if the appropriate Patch or Service Pack is not installed in the system that needs support, or the sole remedy offered by Sense/Net shall be the installation of the patch.

4.3 Installation of upgrades

The cost of installation of upgrades and related services (such as changing custom solutions to accommodate to breaking changes) shall be covered by Company.

4.4 Contact person

Sense/Net exercises commercially reasonable efforts to provide the Dedicated Support Engineer for Premium license holders. Sense/Net has the right to change the Dedicated Support Engineer if there is significant reason to do so. In case of time away, sickness or other issues, Sense/Net provides a temporary contact person for Company.

4.5 Exclusions from Sense/Net's Support Services

Sense/Net will not provide any support services if:

- (1) The Software has been changed, modified or damaged;
- (2) The Error is caused by Company's ill will, negligence, hardware error or other causes beyond the reasonable control of Sense/Net;
- (3) The Error is caused by third party software not licensed through Sense/Net or provided by Sense/Net;
- (4) Company has not paid the Support Services fees when due or performed any activity that breaches the License Agreement.
- (5) More people use the support services than permitted by the level of support.
- (6) Support is used for custom development instead of supporting incidents in a live installation.