

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 4 (WARRANTIES); 6.7 (CHARGES AND PAYMENT); 9 (LIMITATION OF LIABILITY) AND 11.5 (JURISDICTION). THE ENGLISH VERSION OF THESE CONDITIONS PREVAILS OVER ALL OTHER LANGUAGE VERSIONS.

THE CUSTOMER HEREBY CONFIRMS THAT IT HAD REVIEWED THESE CLAUSES AND EXPRESSLY CONSENTS TO ITS TERMS.

Dated: 1 September 2018, v2.0

1. DEFINITIONS

The following definitions and rules of interpretation apply in these conditions (**Conditions**). Unless otherwise defined hereunder, the expressions in capital letters shall have the meaning given to them in this Clause 1.

- 1.1 **Assets:** shall mean all technical appliances (terminals, other computers, data transmission devices, etc.), which constitute parts of Supplier's Goods or Services or are attached thereto.
- 1.2 **Business Day:** any day other than a Saturday, Sunday or public holiday in Hungary.
- 1.3 **Customer:** the person or firm being a trade customer who purchases the Goods and/or Services from the Supplier.
- 1.4 **Contract:** the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
- 1.5 **Consumer:** shall mean a natural person not acting within the framework of a business activity (commerce, business, artisanal activity, liberal professions).
- 1.6 **Delivery Location:** has the meaning given in Clause 3.2.
- 1.7 **Effective Date:** has the meaning given to it in Clause 2.3.
- 1.8 **Force Majeure Event:** has the meaning given to it in Clause 10.
- 1.9 **Goods:** the goods (or any part of them) set out in the Order. Goods may include Assets, Hardware Assets, Materials, Systems and Software.
- 1.10 **Goods Specification:** any specification for the Goods, including any relevant plans or drawings that are agreed in writing by the Customer and the Supplier.

- 1.11 **Hardware Assets:** shall mean the physical Goods which are necessary for the provision of the Services.
- 1.12 **Intellectual Property Rights:** refers to patents, utility models, rights to inventions, copyright, neighboring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications 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.
- 1.13 **Materials:** shall mean all necessary materials (wires, cables, connectors, accessories required for fixing, etc.), which constitute parts of Supplier's Goods or Services or are attached thereto.
- 1.14 **Order:** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order.
- 1.15 **Product(s):** refer either to the Trutina System or Insight Manager System, supplied by the Supplier under the provisions of the applicable End User License Agreement.
- 1.16 **Supplier:** Gremon Systems Zrt. (H-6721 Szeged, Dugonics utca 42.; Hungary; company registration number: 06-10-000460; EU tax number: HU24780593).
- 1.17 **Services:** the services supplied by the Supplier to the Customer as set out in the Service Specification.
- 1.18 **Service Specification:** the description or specification for the Services provided in writing by the Supplier to the Customer.
- 1.19 **Software:** shall mean any software application, which may also contain the related software items, media, printed materials or electronic documentation to which access is provided by Supplier.
- 1.20 **Specification:** refers to the Goods Specification or Services Specification, as applicable.
- 1.21 **System:** shall mean the totality of all Assets, one or more client applications, data recording, storing, analyzing and integrating tools, terminals, servers, appliances required for wired or wire-free data transmission (antenna, switch, router, etc.), supplementary materials, software applications, server-side software applications and other software required for the use of the foregoing, as well as, telemetry systems, which constitute part of Supplier's Goods or Services.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services from Supplier in accordance with these Conditions. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Supplier does not sell Goods or provides Services to Consumers. The Customer therefore warrants that it is a trade customer and that Customer enters into the Contract and accepts these Conditions as a merchant and not as a Consumer.
- 2.3 The Order shall only be deemed to be accepted when the amount paid in advance by Customer has been credited to Supplier's bank account and the Supplier issues written acceptance of the Order, at which point, and on which date the Contract shall come into existence (**Effective Date**). Supplier's quotation shall be only for informational purposes and it will become binding only upon confirmation of the Order. Customer may not withdraw from the Contract following the Effective Date.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 Any quotation given by the Supplier shall not constitute a legally binding offer, and-unless otherwise specified by the Supplier in its quotation - is only valid for a period of fifteen (15) Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 In order to provide a quotation for the supply of Services or the delivery of Goods, as applicable, Supplier may inspect the Customer's site which is the location set out in the Supplier's quotation or such other location as the parties may agree as the place of delivery of the Goods and provision of Services. The costs of such inspection shall be borne by the Customer. Customer understands that without inspection of the Customer's site Supplier cannot and may not warrant or make any representations concerning the accuracy, likely results, or reliability of the
- (a) number of assets required for the optimal operation of the System
 - (b) the optimal position for Assets,
 - (c) technical requirements for the operation of the System(s) (e.g. wired or wireless Internet network, etc.),
 - (d) information concerning the creation of the technical conditions necessary for the functioning and operation of the System(s) or Assets.

3. DELIVERY OF GOODS AND SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services and deliver the Goods to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).
- 3.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall use all reasonable endeavors to meet any performance dates specified in its quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. Unless otherwise specified in the Supplier's written acceptance of the Order, delivery shall be performed based on DDU (i.e. Delivered Duty Unpaid).
- 3.4 The Supplier shall not be liable for any delay in delivery of the Goods or supply of Services - as applicable - that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or provision of the Services.
- 3.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 3.6 The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the supply of Services or delivery of Goods including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services or delivery of Goods, and for the cost of any Materials.
- 3.7 The risk in the Goods shall pass to the Customer on completion of delivery.

4. WARRANTIES

- 4.1 The Supplier warrants that on delivery, and for a period of twelve (12) months from the date of delivery (**warranty period**), the Goods shall:
- (a) conform in all material respects with the Goods Specification;
 - (b) be free from material defects in design, material and workmanship and
 - (c) be of satisfactory quality
 - (d) be fit for any purpose held out by the Supplier.

- 4.2 Subject to Clause 4.3, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
- (a) the Customer gives notice in writing during the warranty period in line with Clauses 4.7 and 4.8 that some or all of the Goods do not comply with the warranty set out in Clause 4.1;
 - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.
- 4.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in Clause 4.1 if:
- (a) the Customer does not examine the goods properly or fails to give a timely notice on the discovery of the defect in line with item Clause 4.2;
 - (b) the Customer makes any further use of such Goods after giving a notice in accordance with Clause 4.2;
 - (c) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - (d) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
 - (e) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - (f) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal working conditions; or
 - (g) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 4.4 Except as provided in this Clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 4.1.
- 4.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 4.6 The Goods shall be deemed quantitatively and qualitatively delivered and received according to the data set out in the bill of delivery/handover document as acceptance protocol and the invoice. After that, Customer shall not be entitled to subsequent complaint or inspection in connection with any deficiencies or damage, which may be established even without opening the packaging.
- 4.7 Customer shall examine the Goods delivered without delay and upon delivery. Customer may validly announce in writing any warranty claims with reference to not hidden damage - which may be clearly established upon examination - within seventy-two (72) hours from the delivery. In case of hidden defect the Customer shall announce in writing any warranty claims no later than seven (7) days of its discovery.

- 4.8 Complaints regarding defective Goods shall be notified to the Supplier in writing, including the data suitable for identifying the defective Goods, the precise description and extent of the defect, the circumstances in which such defect was discovered - also including supporting photo and/or video records - together with documentary evidence (i.e. attaching the records taken in the presence of the carrier or of a neutral quality inspection body in case of hidden defect). Until settlement of the complaint, Customer shall not be entitled to use/sell the Goods and it shall allow for Supplier or Supplier's representative to view, to inspect or make be inspected the defective Goods.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

(a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services and delivery of Goods;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services or deliver the Goods;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services or deliver the Goods, and ensure that such information is complete and accurate in all material respects;

(e) prepare the Customer's premises for the supply of the Services and delivery of Goods, including in particular

- barrier-free assembly area and availability (230 V) of mains voltage.
- the availability of sockets for the installation of the devices at the pre-selected places;
- the availability of a contact person who is responsible in business process related matters and contact person who is responsible in IT and technology related matters as system administrator;
- a venue for testing and providing training for key users and final users selected by the Customer;
- Internet access for the creation of remote connection at Customer's own cost to perform System settings and repairs.

(f) obtain and maintain all necessary licenses, permissions and consents which may be required for the Services before the date on which the Services are to start or required for the delivery of installation and assembly of the Goods;

(g) comply with all applicable laws, including health and safety laws;

(h) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorization; and

(i) comply with any additional obligations as set out in the relevant Specification.

5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services or delivery of Goods until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Clause 5.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

6. CHARGES AND PAYMENT

6.1 The price for Goods and the Services:

(a) shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the Order; and

(b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

6.2 The price shall be paid in cash or by way of bank transfer based on the confirmation of the Order. Payments shall be made in the currency of the invoice. Each party shall bear the bank charges incurred by it in connection with the payment.

6.3 Simultaneously with the acceptance of Supplier's quotation, Customer shall pay thirty percent (30%) of the price as advance payment to the Supplier (except the parties agree differently). Supplier shall not commence the production/shipment until the advance payment has been credited to Supplier's account. The remaining instalment of the purchase price shall be settled upon receipt of the Goods or a separate agreement on the payment of such purchase price may be made by the parties.

- 6.4 Customer may not withdraw from and may not terminate the Contract through non-payment of the advance fee. If Customer terminates the Contract for whatever reason after Supplier's receipt of the written acceptance of the order but before the delivery of the Goods, Customer shall pay a penalty corresponding to 50% of the purchase price upon withdrawal.
- 6.5 In case of late payment, in addition to the overdue amount, Customer shall pay default interest to Supplier in the annual amount corresponding to twice the default interest set out in the Civil Code. Supplier reserves the right to perform any additional shipment of Goods only against the receipt of cash or anticipated payment in case of repeated payment delay or payment delay exceeding 30 days. Customer acknowledges that it shall not be entitled to refuse the payment of the purchase price despite any kind of complaint in connection with the Goods delivered or Services provided to it and that it shall have no right to set any counterclaim notified by it off against the purchase price payable or to postpone the disbursement of the total price.
- 6.6 Unless otherwise agreed, the price shall be net of VAT, shipment, packaging and wrapping costs, import duties and other taxes, as well as, the costs of loading, unloading and insurance, at the Supplier's site and such costs shall be paid by Customer except where Supplier expressly undertook the payment of such costs.
- 6.7 The Supplier reserves the right to increase the price of the Goods or Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods or Services to the Supplier that is due to:
- (a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labor, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - (c) any delay caused by any instructions of the Customer in respect of the Goods or Services or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods and the Services.
- 6.8 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods or Services that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable license to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 7.2 By receiving and using the System, Customer acquires a non-exclusive, geographically unlimited, non-transferable license for the use of the Software from Supplier.
- 7.3 Supplier shall provide Customer with such license until the deletion of the Software or the termination of Customer's access to the Services for any reason (including, but not limited to the deletion of registration). Upon removal of the Software from the hardware or the termination of the right to access the Services for any reason, the license shall also cease.
- 7.4 The license shall be for the extent necessary for the intended use of the Software (including in particular the absolutely necessary reproduction during installation and use). The license shall not cover in particular the distribution or adaptation of the application (including, but not limited to translation) and the reproduction of the copies of the application on a material carrier, their decompiling, analysis or reverse engineering, except, and to the extent as expressly permitted by applicable copyright law.
- 7.5 Unless otherwise agreed in the end user license agreement for the relevant Product, Customer shall not transfer the license acquired by it to any third party nor shall Customer grant any further license for the Software and Hardware Assets in favor of any third party among others, it shall not license, rent, lease out or deliver such Software and Hardware Assets to any third party either free of charge or in consideration for any kind of compensation, and it shall not use them in order to secure or guarantee any of its liabilities towards any third parties. The product key allowing for the use of the Software is unique and identifies both the Software user and the Software wished to be used. The product key shall be considered as a part of the Software and may not be transferred to any third party under any title. Modification of the data files used by Software with external tools, bypassing such Software or the analysis of their structure is prohibited unless authorized in writing by Supplier.
- 7.6 Customer acknowledges that the Software is "as is" and "as available", therefore, Customer may only use such Software at his own risk.

8. CONFIDENTIALITY

- 8.1 Each party undertakes that they shall not at any time and without limitation in time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 8.2.
- 8.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 8; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

9. LIMITATION OF LIABILITY

- 9.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for intentional tort or tort resulting in loss of life, or harm to physical integrity or health.
- 9.2 Subject to Clause 9.1, the Supplier's total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the cap.
- 9.3 In Clause 9.2:
- (a) cap. The cap is hundred per cent (100%) of the total charges in the contract year in which the breaches occurred;
- (b) contract year. A contract year means a 12-month period commencing with the Effective Date or any anniversary of it;
- (c) total charges. The total charges means all sums paid by the Customer and all sums payable under the Contract in respect of Goods and Services actually supplied by the Supplier, whether or not invoiced to the Customer; and
- (d) total liability. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 9.4 Subject to Clause 9.1, Supplier does not assume any liability for any loss of revenues or profits, lost sales opportunities, data loss, costs incurred through the purchase of substitute products or services, damage to property, loss of business turnover, loss of business information, or any special, direct, indirect, ad hoc, economic, collateral or consequential damage, regardless of how damage is caused or whether such

damage arises from contract, negligence or any other facts giving rise to liability, provided that these occurred due to the usability or unusability of the Software and even if Supplier has been notified in advance of potential damage. Furthermore, Supplier does not assume liability for any damage incurred as a consequence of the correct or incorrect use of the Software or due to force majeure. Supplier does not assume liability for the termination of Customer's access to the Service and the damage arisen therefrom.

10. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11. GENERAL

11.1 Assignment and other dealings

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

11.2 **Data protection:** Both parties will comply with all applicable requirements of the data protection legislation, including the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (**Data Protection Legislation**). Without prejudice to the generality of this Clause 11.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Supplier for the duration and purposes of the Contract.

11.3 **Severance.** If any stipulation of these Conditions proves to be invalid, such invalidity shall not affect the entirety of the Contract. The provisions of the Contract not affected by such invalidity shall remain valid and enforceable.

11.4 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Hungary.

11.5 **Jurisdiction.** Each party irrevocably agrees that all disputes arising from or in connection with these Conditions and the Contract, its breach, termination, validity or interpretation, shall be exclusively decided by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, Budapest in accordance with its own Rules of Proceedings. The number of arbitrators shall be three. The language to

be used in the arbitral proceedings shall be Hungarian. The foregoing shall not preclude Supplier from filing court action or seeking any injunctive relief or protective measures in any competent court for the protection of its Intellectual Property Rights under the general rules or to file a lawsuit or take action before the courts located at Customers' place of establishment or at any jurisdiction for the place of a tort.

11.6 **Prevailing language:** The English version of these Conditions prevails over all other language versions.