

End User License Agreement

Effective Date: March 13, 2024

This End User License Agreement (“**EULA**”) is a legally binding agreement between the Customer (“**Customer**”) and ULTINOUS Zrt., a company incorporated and registered in Hungary (registered seat: 1117 Budapest, Alíz utca 1., Hungary; company register number Cg. 01-10-049506) (“**Supplier**”). This EULA contains the terms of use applicable to AI-Suite (U-Alarm, U-Safe, U-Insight and U-Filter) software (“**Software**” or “**AI-Suite**”) including any documentation supplied with the Software.

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

The General Terms and Conditions (“**GTC**”) on the Software of the Supplier is also applicable. Save as otherwise provided in this EULA, the definitions shall have the same meanings in this EULA as set forth in the GTC. If this EULA does not provide provisions in certain aspects, the GTC is to be applicable. If there is any conflict between this EULA and the GTC, the provisions of this EULA shall prevail. The GTC is available here: <https://docs.ultinous.com/legal/>.

1. Software

AI-Suite is a set of AI based actionable video intelligence software solutions. AI-Suite is designed to analyze any camera connected and raise alarms (“**Alarms**”) based on the detections set like intrusion, unsafe amount of people, unauthorized access attempt. AI-Suite is also capable of gathering non-sensitive information like number of objects passing through a line and provide stream of these data (“**Metadata**”).

The Alarms can be managed either on the user interface of the Software, and/or using built in integration capabilities and/or provided APIs in third-party applications for e.g. to a Video Management System (“**VMS**”).

AI-Suite optimized for NVidia Jetson NX and NVidia server GPUs. AI-Suite is supplied as a software only solution, supports multiple hardware devices (“**Hardware**”, such Hardware forms part of the “**Customer Equipment**”). The Hardware shall be purchased by the Customer separately, and the Customer shall install and configure the Software thereon. In some cases, Hardware with pre-installed Software may be available from some business partners (“**Partner**”) of the Supplier.

Regarding the Software and its specification (“**Specification**”), permitted purposes of use, please refer to the full AI-Suite description (including installation, configuration, permitted purposes and updates) at: <https://docs.ultinous.com/aisuite/>.

2. Scope of License

The Supplier does not sell the Software to the Customer, the Supplier always remains the owner of the Software.

The Supplier hereby licenses the use of the Software to the Customer, and grants to the Customer a limited, non-exclusive, non-transferable license to use the Software for the internal business purposes of the Customer in line with the Specification (“**License**”).

The License on one Hardware supports up to the licensed number of cameras (“**Channels**”) of the Customer. The use of the Software does not require internet connection, only the installation and activating process of the Software.

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.

Nothing in this EULA 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.

2.1. Purchase

In case the Customer purchases the Perpetual License, it gains a lifelong License on the purchased version of the Software and is entitled to the Support service for a period of 3 (three) consecutive months without any additional cost, in accordance with the Service Level Agreement incorporated in GTC.

The Customer shall be entitled to timely Support services and to gain actual Minor Releases of the Software, and in some cases Major Releases. Minor Releases correct faults, add functionality or otherwise amend or upgrade the Software, but which do not constitute a Major Release.

If the Customer pays an annual support fee ("**Support Fee**"), it shall be entitled to timely Support services and to gain actual Minor Releases of the Software, and in some cases Major Releases of the Software, for an additional period of 12 (twelve) consecutive months.

If the Customer fails to pay the Support Fee for further 12 (twelve) months periods, it is entitled to use the Software continuously, but it is not entitled to further Support services. In case the Customer shall intend to still use the Support services, (i) the Support Fee shall be levied retroactively from the date of the original due date of the Support Fee, or (ii) the Customer shall purchase a new License.

In case the Customer purchases a Subscription, it gains a License for a limited period of time (Loyalty period) on the purchased version of the Software and is entitled to the Support service for a period of Subscription's lifetime without any additional cost, in accordance with the Service Level Agreement incorporated in GTC.

2.2. Rental

In case the Customer rents the License, e.g. for the purpose of testing the License, it gains a License for a definite period of time on the latest version of the Software. The Customer shall pay a monthly basis License Fee in advance, which includes Support services for such period of time. License Fee does not include any Hardware.

On termination of the Rental, and upon the expiry date of the definite period of time of the License:

- (a) all rights granted to the Customer shall cease;
- (b) the Customer shall cease all activities authorized by this EULA;
- (c) the Customer shall immediately pay to the Supplier any sums due to the Supplier under this EULA; and
- (d) the Customer shall immediately destroy or return to the Supplier (at the Supplier's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to the Supplier that it has done so.

Any provision of this EULA which expressly or by implication is intended to come into or continue in force on or after termination of this EULA shall remain in full force and effect.

2.3. Software as a Service (SaaS)

In case the Customer willing to access (**SaaS access**) to our hosted solutions (U-Filter: <https://ufilter.ai/>), the Customer shall pay a monthly basis Fee in advance, which includes License usages, Support services for such period of time and it also includes the hardware and the SaaS other costs.

On termination of the SaaS access, and upon the expiry date of the definite period of time of the License:

- (a) all rights granted to the Customer shall cease;
- (b) the Customer shall cease all activities authorized by this EULA;
- (c) the Customer shall immediately pay to the Supplier any sums due to the Supplier under this EULA; and

Any provision of this EULA which expressly or by implication is intended to come into or continue in force on or after termination of this EULA shall remain in full force and effect.

3. License Fee

The Customer shall pay the License Fee for the use of the Software. The License Fee scales with the number of analyzed video streams (Channels), and the legal ground of use, such as purchase or rental. The payment of the License Fee shall be settled between the Partner of the Supplier and the Customer.

4. Support

The Supplier shall provide the Customer with Support services during normal business hours in accordance with Clause 2 above and Service Level Agreement incorporated in GTC.

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. Use of the Software

Customer shall use the Software in line with the Specification, manuals and instructions, or any other documentation provided and as from time to time updated by the Supplier. 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.

6. Download License Key and License File

Upon payment of the License Fee, the Partner of the Supplier will make available the Activation Key to the Customer. The Activation Key is a sequence of numbers and letters, and it is required to activate and to use the Software. Every single Activation Key can be used once, only with a definite Hardware – each Hardware has an identification number, which shall also be provided in the course of activating the License. In the possession of the Activation Key and the identification number of the Hardware, a License File (and its digital signature, the License Key) shall be generated, which shall be placed on the Hardware. The lawful use of the Software shall only be commenced in the possession of the License File and the License Key. The Customer is solely responsible for maintaining the confidentiality of its Activation Key and the identification number of the Hardware.

In the course of activation, the Customer shall register and provide its company name, email address and the name of its contact person. Through these contact data shall the parties communicate with each other in case of technical problems or in connection with Support services. The Customer shall keep all contact data up to date.

Customer may request a new Activation Key from the Supplier, if Customer changes the Hardware, provided the quantity of Channels remains the same. The Supplier is entitled to regularly monitor the compliance of the use of the Software with this EULA.

7. Warranties and Representations

The Supplier provides the Software on “as is” basis. The Customer is solely responsible for selecting and purchasing the appropriate Hardware, having Internet-access for downloading and activating the Software, and for the fitness and compatibility of its camera network already in existence or to be created (forming part of the Customer Equipment) for the purpose of using the Software. The Customer uses the Software together with third-party products at its own risk.

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. 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. Liability

The Supplier is neither liable for the errors or defects of the Hardware devices and Customer Equipment, nor for the inappropriate Internet access of the Customer.

The Supplier excludes its liability in 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. Intellectual Property

The Customer acknowledges that all Intellectual Property Rights in the Software (including any Software Version) and any Minor- and Major Releases, Documentations and Specifications belong and shall belong to the Supplier. The Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this EULA.

10. Data Protection

The Customer is capable to record and save videos and photo materials (“**Video**”) on the Hardware by using the Software. Such Video can be stored on the Hardware for up to 48 (forty-eight) hours. The Customer shall be the sole owner and controller of the Video. The Supplier excludes its liability in the fullest regarding such Video, and takes no responsibility and assumes no liability for any content recorded, saved or provided by the Customer.

The Customer is solely responsible for the compliance with Data Protection Legislation in respect of individuals' data, which shall be collected or processed through the use of the Software.

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.

11. Confidentiality

Each party shall, in respect of the Confidential Information for which it is the recipient, 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 by law and the GTC.

12. Waiver

No failure or delay by a party to exercise any right or remedy provided under this EULA, 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.

13. Modification

The Supplier may change this EULA at any time at its sole discretion by updating it on its website: <https://docs.ultinous.com/legal/>.

In case of any material modification of this EULA, Supplier shall publish it at least 15 (fifteen) days before its application on its website, and registered Customers shall be informed via email. Non-material modifications will be accessible without any time limit on the website of Supplier. Changes to the EULA shall apply from the date of modification.

14. Governing law

This EULA and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with Hungarian law.

If any provision or part-provision of this EULA 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 this EULA.

Date: 13. March 2024