

Eventus® Enterprise Workforce

End User License Agreement

1. Definitions

Documentation:	means the operating manuals user instructions technical literature and all other related materials in eye-readable form supplied to the End User by Licensor for aiding the use by the End User of the Software.
End User:	means an End User which has entered into an EULA with Licensor, and which is entitled for an own purpose usage of the Software only.
End User License Agreement (EULA):	means the present Eventus End User License Agreement.
Eventus Licensing Policy (ELP):	means the current Eventus Licensing Policy, which can be found at the homepage of Eventus (www.eventus.eu). The content of the ELP may vary from time to time as newer License Types become available
Form of Agreement:	means the form attached to the present EULA, which in a completed and duly signed form constitutes the specific agreement between Licensor and End User.
Licensee:	means the entity identified in the Form of Agreement, to whom the Software is delivered, and who shall be bound by this End User License Agreement.
Licensor:	means VISIONERS Zrt., a company incorporated under the laws of Hungary, registered under company reg. number 01-10-047522, with its principal place of business at H-1123 Budapest, Táltos u. 1.
License Key:	shall mean a decoded character string in any form provided by Licensor to End User to legally use the Software.
Location:	means the physical place where the server software is installed. Location shall be defined by specifying IP address and geographical location where the server software is installed. The Location for this EULA is defined on the Form of Agreement.
Software:	means the Eventus Workflow- and Workforce Management System.
Software maintenance:	means that service, which ensures End User to receive the most up-to-date version of the Software for an annual fee.
Territory:	shall mean the geographic area and business market in which End User may use the Software. The Territory for this EULA is defined on the Form of Agreement.
Version:	shall mean a specific edition of the Software and is designated by a number located to the left of the decimal point (such as V1.x or V2.x). Each new Version of the Software contains significant functionality changes or improvements.

2. The License

The present End User License Agreement shall be valid together with the Eventus Licensing Policy and the Form of Agreement only. The Eventus Licensing Policy describes those particular licenses (License Types), from which the End User shall be granted an organic license specified in the Form of Agreement. The EULA contains the general terms and conditions of the usage of the Software. The Licensor grants a non-exclusive license to End User to use the Software for an indefinite period of time, within the Territory specified in the Form of Agreement, and with the limitations precised by the particular licenses.

3. The Software

The End User shall be granted to receive one copy of the Software and the Documentation and to load, install and properly use the Software for the maximum number of servers and users or workflows determined in the Form of Agreement and under the terms and conditions of this EULA and the ELP. The Form of Agreement contains specific conditions valid for the agreement between the Licensor and the End User for the specific license. References to this EULA within the present document include the reference to the Form of Agreement concluded with the End User.

The Software Licenses defined, described in this document give the rights solely for the Eventus software and no other software or hardware or any other kind of components, unless otherwise stated.

4. Delivery and use of the Software

- (a) The Licensor will issue its invoice preceding the dispatch of the Software, which invoice shall be settled by the End User to the bank account number given by the Licensor.
- (b) The Licensor shall make all reasonable steps to dispatch one copy of the Software and the Documentation to the End User within seven days after receipt of payment by the End User. The delivery of the Software may be realized by dispatching a portable data storage device, or via electronic downloading, possibly facilitating the installation and the lawful usage by providing the End User with a License Key.
- (c) Upon delivery, the End User shall be entitled to use the Software in compliance with the Documentation and this EULA.
- (d) Sub-licensing or access to further end users may be given upon execution of an amendment to the Form of Agreement or execution of a new agreement subject to payment of the additional sum agreed in advance between the parties.

5. Payment

Unless otherwise stated in the Form of Agreement the End User is obliged to fulfil its payment obligations according to Clause 4 (a) and the followings:

- i. Payments are due within 8 days from the issuance of the invoice,
- ii. Payments shall be made in EURO,
- iii. Prices for licenses do not include any installation services to be provided Licensor,
- iv. Prices do not include any taxes, duties or any other additional sums,
- v. The Licensor reserves the right to charge interest on late payments at a rate of 8% points per annum above the base rate of the Hungarian National Bank.

6. Obligations of the End User

The End User undertakes:

- (a) to use the Software strictly in accordance with this EULA for its own internal business purposes only and not to disclose the Software or Documentation to any third party and not to use the Software or Documentation to provide a data processing or application service to any third party; not to copy the Software in any way or format except as an uninstalled back up copy; not to disassemble, decompile, reverse engineer, translate, vary, modify or otherwise interfere with the Software;
- (b) to copy and use the Documentation solely in connection with the proper use of the Software;
- (c) to communicate with the Licensor in English;
- (d) to effect and maintain adequate security measures to safeguard the Software from access or use by any unauthorized person;

- (e) to maintain accurate and up-to-date records of the number, version and location of all copies of the Software and the number of named and / or concurrent, customer and registration form users, or the number of the configured workflows and to permit the Licensor reasonable control of the same;
- (f) to supervise and control the use of the Software in accordance with this EULA and in accordance with the Documentation;
- (g) to replace the current version of the Software with the upgraded version forthwith upon receipt;
- (h) to notify the Licensor of any change it has made to the platform of the system or systems on which the Software is running;
- (i) not to cause Licensor by its acts or omissions to suffer any claim, cost, loss or damage to Licensor's good name, or the good name of the Software or to Licensor's intellectual property rights;
- (j) not to provide, sub-license or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any purpose except for the strictly limited purpose set out in this EULA.

7. Limited Access

- (a) The End User may grant third parties limited access to the Software solely for the purposes set out in this clause 7 and strictly in accordance with this EULA.
- (b) Limited access to third parties will only be granted for either:
 - i. a systems integrator who is an Eventus VAR Partner undertaking development, customization or configuration involving the Software for the End User for purposes consistent with the EULA, or
 - ii. an Eventus VAR Partner contractor providing support of the Software to the End User.
- (c) The Licensor will not consent to limited third party access to the Software unless the third party has been approved by the Licensor for the specific purpose.
- (d) Before allowing any third party limited access to the Software, the End User shall first issue the Licensor a written notice and shall obtain the Licensor's written consent to the limited access for the identified third party. Such notice shall include the identity of the third party, the reason why access is required, the timescales involved, how access is to be obtained and any other details that the Licensor may require.
- (e) The notice in 7. (d) above must include the third party's written and unconditional agreement to abide by and diligently observe all the obligations of the End User under the EULA. The third party shall use its limited access strictly for the purpose agreed between the Licensor and the End User and shall not copy the Software in whole or in part or in any form except as specifically agreed in writing between the Licensor and the End User. The third party shall not in any way subcontract, sublicense, assign or transfer the limited access to the Software to any other party.
- (f) Wherever possible limited access will be on a remote basis only with the Software remaining at the original installation location identified in the Form of Agreement.
- (g) The End User shall be responsible for the acts and omissions of the third parties as if they were the acts and omissions of the End User.
- (h) The Licensor can at any time on any reasonable grounds, withdraw its agreement for any third party to have limited access to the Software and the End User agrees to immediately give full effect to any decision of the Licensor hereunder.

8. Warranty

- (a) Unless otherwise provided in this EULA, the Licensor warrants that the Software used in accordance with the Licensor's instructions will perform substantially in accordance with the Documentation supplied by the Licensor. The Licensor does not warrant that the functions or facilities of the Software will meet the End User's requirements

or that operation of the Software will be uninterrupted or error free. The existence of such errors shall not constitute a breach of the EULA.

- (b) The End User acknowledges that the Software has not been prepared to meet the End User's individual requirements and that it is the End User's responsibility to ensure that the functions described in the Documentation meet the End User's requirements.
- (c) In the event that the End User discovers a material non-conformity in the warranty in 8. (a), which substantially affects the End User's use of the Software, the End User shall notify the Licensor in writing and provide documented examples of any defects or errors within 90 days from delivery. For that part of the Software which is affected, the Licensor shall use all reasonable endeavors to correct the non-conformity by, at its sole option, supplying information or a patch or new release or a refund of the sum paid under the EULA for that part of the Software that is affected. The Licensor's obligation hereunder shall not apply where the non-conformity has been caused by any modification, variation or addition to the Software not performed by the Licensor, or has been caused by incorrect use, abuse or corruption of the Software, or by use of the Software with other software, equipment or systems not expressly endorsed by the Licensor.
- (d) To the extent permitted by the applicable law, the Licensor disclaims all other warranties with respect to the Software, either express or implied, including but not limited to any implied warranties of satisfactory quality or fitness for any particular purpose. The limitations of liability specified in the 8. (a), (b) and (d) shall apply to any guarantee prescribed by law as well.
- (e) The Licensor offers a separate Maintenance and Support Service which responds to queries that may arise with the Software which are not covered by the warranty in this Clause 8.
- (f) After the warranty period expires, the Eventus current maintenance and support agreement shall apply, which shall be incorporated and signed by the Parties in a separate contract. After the warranty period maintenance may ensure the appropriate operation of the Software. Notwithstanding the aforesaid, the End User is highly recommended to conclude a maintenance and support agreement with Licensor from the beginning of the usage of the Software, which may ensure shorter response times and higher service level regarding the improvement of any non-conformity.

9. Software maintenance

Software Maintenance includes the updating of the Software, adding new functions and fixing bugs. Maintenance does not extend to the solution of specific problems of an End User, neither the individual developments or modifications required by an End User, and it does not cover the costs of installation of the delivered update. For these purposes a support contract or other contract for IT services shall be concluded between the Parties.

The annual fee of the Software Maintenance is equal to the 22% of the total license fee calculated based on the current standard Eventus Price List. The first annual Software Maintenance (up to 365 days from the date of license transfer) is included in the license fee. From the 366th day after the transfer of the licenses, the Software Maintenance fee must be paid in advance for one year, until the 30th day after the invoice is issued.

10. Liability

- (a) On the base of the following clauses, the liability of the Licensor to the End User shall not exceed EUR 10 000 (ten thousand Euros) or the sum payable under the EULA for the Software, whichever is smaller, provided always that the Licensor shall not be liable to the End User for any loss of profit, business, revenue, goodwill or anticipated savings or other special, indirect or consequential loss or damage.
- (b) The Licensor does not exclude or limit liability for death or personal injury arising from its negligence or from any fraud on its part.

- (c) The limitation in 9. (a) above will not apply to the indemnity for infringement of intellectual property rights extended by the Licensor in clause 10 below.

11. Intellectual Property Rights

The End User acknowledges that any and all of the copyright, know how, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Software shall be and remain the sole property of the Licensor or its licensors. The End User shall not during or at any time after the expiry or termination of the EULA (whether in whole or with respect to support only) in any way question or dispute the ownership of the Licensor or the owner thereof.

Besides the closed source code the data structures design of the Software is also independently protected by copyright law. Data structures of the Software shall be considered as a database qualifying as a collection of works, according to Section 61 (1) of the Act LXXVI of 1999 on Copyright. Knowledge of the data structure is not required for the proper use of either the Software or the contents of the database, so its exploration or retrieval is prohibited. The composition of the data structures also constitutes a specific know-how to which the Act LIV of 2018 on the protection of business secrets applies.

12. Copyright Indemnity

- (a) The Licensor shall indemnify the End User against any and all claims, damages, costs or expenditure incurred by the End User as a result of any infringement of copyright, patents, trademarks, or other intellectual property rights affecting the Software provided that:
- i. the End User shall not have infringed any rights in any such copyright, patent, trade mark or other rights; and
 - ii. the End User shall have exercised a reasonable standard of care in protecting the same and shall not have made or intimated any admission, settlement, opinion or undertaking that may be injurious to the Licensor's defense, failing which the End User shall indemnify the Licensor against all actions, proceedings, costs, claims and expenses incurred in respect of such claims for infringement, and
 - iii. the End User undertakes to notify the Licensor of any claim made against the End User and the Licensor shall have the right to defend any such claims and make settlements thereof at its own discretion, and
 - iv. the End User shall give such assistance as the Licensor may reasonably require to settle or oppose any such claims, and
 - v. the End User shall apply all reasonable endeavors to mitigate the Licensor's exposure under this indemnity.
- (b) In the event that any such infringement occurs or may occur, the Licensor may at its sole discretion and expense:
- i. procure for the End User the right to continue using the Software or infringing part thereof; or
 - ii. modify or amend the Software or infringing part thereof; or
 - iii. substitute the Software or infringing part thereof by other software of similar capability.

13. Confidentiality

- (a) All information, trade secrets and proprietary information supplied by the Licensor to the End User in connection with the Software shall be treated as confidential and so shall be every information which by its nature deems to be confidential, excluding any information which was rightfully in the possession of the End User prior to the effective date of the present EULA or which has already been rightfully disclosed to the public. The End User agrees to hold in trust all confidential information and not to disclose that information to any third Parties except to its own employees who need to use the information under obligation of secrecy.
- (b) The foregoing obligations shall survive any termination of the EULA.
- (c) All confidential information is the sole and exclusive property of the Licensor and shall be returned upon written request.

- (d) The End User acknowledges that the Licensor's confidential information constitutes a valuable asset and trade secret. The End User also recognizes that in the event of a violation, the Licensor shall be entitled to a temporary or permanent injunction against the End User without the necessity of showing any actual damages

14. Termination

- (a) The Licensor may terminate the EULA notifying the End User, in the event that:
 - i. the End User has infringed any term, condition or provision of the EULA and fails to remedy such infringement (if capable of remedy) within 30 days of having received written notice of such breach from the Licensor;
 - ii. the End User, being a body corporate shall present a petition or have a petition presented by a creditor for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed under the applicable law to be unable to pay its debts.
- (b) Upon termination, the End User shall pay to the Licensor all costs and expenses, including legal and other fees, charges or other payments incurred, regarding the present EULA. The Licensor shall be entitled to operate any disabling programs or devices within the Software to prevent further use by the End User.
- (c) Within 7 days of termination for whatever reason, the End User shall return or destroy (as the Licensor shall instruct) the Software and all copies thereof and the End User irrevocably grants the Licensor, its employees and agents access to the End User's premises and all other relevant premises and all relevant computer systems for the purpose of ascertaining that the same has been properly carried out.

15. Assignment or Delegation

The End User shall not assign or otherwise transfer all or any part of the license or sub-contract any of its rights or obligations or appoint any agent to perform such obligations.

16. Waiver

Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be deemed to be a waiver of that party's rights hereunder nor shall in any way affect the validity of the whole or any part of the EULA.

17. Amendments

No amendment to this EULA or the Form of Agreement shall be binding unless made in writing, signed by the duly authorized representatives of the Licensor and the End User.

18. Partial invalidity

In the event that any of the terms, conditions or provisions of the EULA shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, the remaining terms, conditions and provisions shall continue to be valid to the extent permitted by law.

19. Notices

Any notice shall be sent to the address of the other party with registered mail indicated herein or such other address which has been communicated to the other in writing at least three business days before posting.

20. Force Majeure

Except for the obligation to make payments properly due, neither party will be liable for delay or failure to perform obligations if that delay or failure is caused by circumstances beyond the reasonable control of the affected party provided that the affected party shall promptly give the other notice of such delay or failure and circumstances and that the affected party shall use all reasonable endeavors to mitigate the delay or failure.

21. Language, Law and Jurisdiction

- (a) The Parties agree that English language shall be the language to be used in all documents and correspondence related to the execution of this EULA, to the Form of Agreement and any relating documentation.
- (b) Any dispute shall be solved in compliance with the provisions of this EULA and in compliance with the laws of Hungary respectively.
- (c) If, after 30 (thirty) days from the commencement of amicable negotiations, the Parties have been unable to resolve a dispute which emerged on the basis of this EULA or in connection therewith, the dispute, shall be decided by arbitration. The parties agree that all disputes arising from or in connection with the present EULA, 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 English.
- (d) The decision of the Court of Arbitration is final and binding for the Parties.

22. Legal notices

The Eventus® is a registered Hungarian national trademark, a Community Trade Mark and an international trademark designated to Azerbaijan, Montenegro, and the former Yugoslav Republic of Macedonia.

In Budapest, on the ...th of ..., 2023

VISIONERS Zrt.

as LICENSOR

.....

as END USER

FORM of AGREEMENT

Name and detailed data of End User	Corporate name: Address: Tax number:		
License No.	FNXEVNT<LicenceeRef>D350001		
Software version			
Term			
Territory			
Location			
Other limitations			
Agreed License Price			
Software maintenance	YES / NO		
<p>The content of the present Form of Agreement forms the organic license granted to End User. End User shall be granted with those particular licenses, which are marked in the column YES/NO with YES. End User shall acquire such volume of each license, which is defined herewith in the „Volume” column, and which refers to the correspondent metric.</p>			
Particular Licenses	YES/NO	Metric	Volume
1. Architecture Licenses			
1.1. Server Licenses			
1.1.1. Personal Server License		instance	
1.1.2. Workgroup Server License		instance	
1.1.3. Enterprise Server License		instance	
1.1.4. Non-production Server License		instance	
1.2. User Licences			
i. Named User License		user	
ii. Concurrent User License		user	
iii. Customer User License		customer user	
iv. Registration Form User License		registration form user	

2. Functional Licenses			
2.1. WorkForce module License		instance	
2.2. Connectivity License			
i. Generic Connectivity License		connectivity	
ii. Connectivity License for Feature Modules		connectivity	
3. Feature Module Licenses			
3.1. Eventus Built-in Reports Module License		server	
3.2. Eventus GIS Module License		instance	
3.3. Eventus PTM License		instance	
3.4. Eventus HR Module License		instance	
3.5. Eventus Fleet Management License		vehicle	
3.6. Eventus DashBoard License		dashboard report	
3.7. Eventus Archiving Module License		instance	
3.8. Eventus Migration Tool Licence		instance	
4. Developer Licenses			
4.1. Configuration License			
4.2. Developer License			
Other comments:			

In Budapest, on the ...th of ..., 2023

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