

END USER LICENSE AGREEMENT for the software product "Insight A2"

Present End User License Agreement (hereinafter referred to as: Agreement) is a binding legal agreement between you, either an individual or a legal entity, or any other organization without legal entity (hereinafter referred to as: User) and Anyaspect Kft. (registered seat: Hungary, 1083 Budapest, Baross street 119/A; court registration number: 01-09-738661), as license holder (hereinafter referred to as: License Holder) for the versions of the software product named "Insight A2" (hereinafter referred to as: Software) as specified in Section 4 hereunder.

Preamble

License Holder declares that the Software forming subject hereof shall qualify as an intellectual product, concerning which he has the aggregate of the author's economic rights and he is entitled to assign such economic rights to any third parties in an unrestricted way.

The Software is protected by the Hungarian and international copyright laws and treaties as well as other intellectual property laws and treaties.

Present Agreement shall enter into force primarily by downloading the Software, nevertheless the User undertakes the terms and conditions stipulated in present Agreement as binding on him even in case of installing, copying and any other use of the Software as well, even without any separate declaration of acceptance thereto. Should the User not accept the terms and conditions stipulated in present Agreement as binding on him, then he shall not be entitled to install and use the Software in any manner.

Documentation of the Software (hereinafter referred to as: Documentation) forms an inseparable part of present Agreement attached hereto as Annex no. 1, which contains the detailed technical description of the Software. The Documentation is only available in the English language and subsequent to installing the Software as well as on the current website of the License Holder (presently: www.anyaspect.hu) it shall be available for reading at any time. By accepting the terms of present Agreement the User acknowledges and confirms reading, understanding and acceptance of the Documentation.

1. Subject of the Agreement – Software license

Pursuant to present Agreement the License Holder grants the User a license to use the Software against a fee, nevertheless proprietary right to the Software shall not be transferred.

License Holder shall reserve all of its intellectual rights and copyrights related to the Software. By accepting the terms of present Agreement the User shall be granted a right of use, with the below detailed restrictions, concerning all parts of the world.

2. License Key, end user license agreement identification number

By accepting the terms of present Agreement and downloading the Software the User shall be provided an individual identification number (hereinafter referred to as: License

Key) to the Software, on the basis of which User shall obtain exclusive rights to use the Software under the terms and conditions contained in the Agreement.

The different versions of the Software have individual identification numbers (hereinafter referred to as: Version Number). The User shall be granted an agreement identification number on the basis of the License Key and the Version Number, whereby the License Holder shall be able to identify the User.

The License Key provided to the User shall fit the downloaded Version Number of the Software, as well as the updating of the Software in accordance with the stipulations contained in Section 7 hereunder.

3. Scope of the license

Present Agreement shall grant the below rights of use for the benefit of the User in terms of the Software:

Use of the Software

User shall be entitled to install and use, in compliance with the terms and conditions herein, one copy of the Software onto his computer. In case the User is a legal entity then he shall designate one person for the use of the Software. Only such person may be designated for use of the Software who has employment relationship, public servant or civil servant legal relationship or any other legal relationship involving an obligation to perform work with the User.

Several persons may be designated for use of the Software (maximum 3 persons), however, the number of concurrent users shall be one at any time. In such an event, the User shall record in writing the rules governing the schedule of Software use between the designated persons.

In the event the User intends to designate more persons for concurrent use of the Software, that is, without applying the previous Section, then it shall be obliged to have as many License Keys as designated persons.

Storing, network use, backup copy

User shall be entitled to keep or install one copy of the Software on a data storage device for the exclusive purpose of installing or running the Software on his other computers within his own internal network, and furthermore he shall be entitled to make backup copies of the Software. With due regard to the restrictions contained in Section 3.1, in this event the above limitations shall apply as well and the number of concurrent users of the Software shall not exceed the number of License Keys held by the User.

4. Versions of the Software

Evaluation Licence Key - The Evaluation Licence Key is to test the Software. With the Evaluation Licence Key the Software will have the same features as when using the Purchased Licence Key. The downloading and the use of the Evaluation key is free of charge, nevertheless this right shall hold until the expiry of the time limit. (The length of the time limit is indicated on the webpage of the Licence holder.) Upon expiry of the time

limit the User is not entitled to use the Software and has to delete all installed versions and copies thereof.

Purchased Licence Key - Purchased Licence Key is the Licence Key to use the Software. Only the purchase of the Purchased Licence Key shall entitle the User to exercise all the rights contained in the Agreement. The right of use shall hold for an indefinite period.

The restrictions pertaining to the User and the rights of the Licence Holder contained in the present agreement will apply mutatis mutandis with regards to both versions of the software and license keys.

5. Fees

5.1. User shall be obliged to pay to the License Holder a lump sum license fee as a consideration for the right of use of the Software. The amount of the license fee shall equal to the amount indicated on the invoice, accepted by the User by a separate declaration, issued at the time of acceptance of the Agreement.

5.2. User shall be obliged to pay to the License Holder a lump sum support fee as a consideration for the special product support services (see Section 7.2) related to the Software. The amount of the support fee shall equal to the amount indicated on the invoice, accepted by the User by a separate declaration, issued at the time of acceptance of the Agreement.

6. Other rights and restrictions

6.1 No transfer

User acknowledges that he shall be entitled to use the Software only for his own purpose, and accordingly – pursuant to the provisions specified in Section 9 (6) of Act LXXVI of 1999 - he shall not be entitled to transfer, assign, resell, rent, lease or lend his right of use.

6.2. Limitations on reverse, engineering, decompilation and analysis of internal structure

In addition to the provisions stipulated by Sections 59 and 60 of Act LXXVI of 1999, it is forbidden to reverse, engineer, decompile or analyze the internal structure of the Software, and User shall not be entitled to discover the source code of the Software.

6.3. No unbundling

The license under present Agreement is to be applied for the Software as a single bundled product, the component parts of the Software shall not be unbundled for purpose of use thereof on more than one computer.

6.4. Sending data

User acknowledges that the Software (upon User's prior approval) may report to License Holder certain information from the User's computer, and License Holder shall be entitled to dispose freely with such information later, in the course of development of the Software. Sending of data is not automatic and not obligatory.

6.5. Sending data - Software Activation

User acknowledges that before using the Software, he has to activate the Software electronically. During Software Activation, the Software will initiate an electronic connection - over the Internet - to License Holder's Web Server, and the Software will send the User's License Key data to License Holder for statistical purposes. No other information is sent to License Holder during this process. User has the right to block this particular function of the Software Activation process by configuring his computer and/or firewall accordingly, without losing any rights to use of the Software.

7. Product Support

License Holder declares that he shall provide as much assistance as he can in order to ensure that User installs and uses the Software as efficiently as possible. Product support services are provided only for the Licensed version of the Software.

7.1. General Product Support

License Holder shall provide general product support services for the Software for the period of 90 days reckoned from the conclusion of the Agreement which shall include the following:

License Holder shall strive continuously to develop and improve the Software. License Holder shall regularly inform the User about the available product updates. Downloading of the updates shall be free of charge.

License Holder shall provide product support in connection with the user related issues of the Software. In the framework of this service, the License Holder shall provide assistance concerning the User's questions related to the use of the Software; via telephone and email (see the contact data displayed on the website of the License Holder).

7.2. Special Product Support

In case of ordering the special product support, the License Holder shall provide continuous product support services for the User for one year reckoned from conclusion of the Agreement (against the fee specified in Section 5.2), which shall include the following:

- General product support
- Free downloading of all the updates of the Software
- Free downloading of the current, latest version of the Software

All additional software codes that are provided by the License Holder to the User as part of the Product Support are deemed part of the Software and are subject to the provisions and limitations contained in present Agreement. The technical information provided to the License Holder by the User as part of the Product Support may be used for business purposes by the License Holder in lack of a separate agreement thereto.

8. Entry into force, term and termination of the Agreement

Present Agreement shall enter into force primarily on the day of downloading of the Software or, in case the Software is received by the User in a manner other than downloading, on the day of installing, copying of the Software or use thereof for the first time, and is concluded for an indefinite period. Without prejudice to copyrights, License Holder shall be entitled to terminate the present Agreement with his unilateral declaration in case the User violates any of the conditions and provisions contained in present Agreement. In such an event the User shall be obliged to destroy all copies and component parts of the Software.

9. Privacy

By signature hereof the User grants his approval for the License Holder to learn and handle the User's personal data recorded for purpose of fulfillment of present Agreement.

License Holder declares that he shall handle only such personal information that is essential and adequate for the fulfillment of present Agreement, and only to such an extent and for such a period as required for the performance hereunder.

Besides the cases determined in the previous Section, License Holder shall only be entitled to handle personal data (thus especially in order to improve efficiency of his service, for purpose of sending electronic advertisement to the User or market research) upon User's approval and provided that he specifies the purpose of such data handling in advance.

The data determined in the previous Section shall not be connected with the User's identification data and shall not be disclosed to any third party without the User's approval.

License Holder declares that he shall delete the User's personal data in case the purpose of data handling no longer holds or upon User's request thereto.

License Holder shall ensure that User may, at any time, get to know the purpose of the License Holder's data handling activity and the types of data handled by it.

10. Business Secret

All such fact, information, solution or data (hereinafter jointly referred to as: Information) related to the business activity of the License Holder and the User (under present Section hereinafter referred to as: Parties) shall be regarded as business secret the publication or obtaining or use of which by unauthorized entities would violate or endanger the lawful financial, economic or market interests of either Party and provided that the affected Party took all the necessary measures in order to keep such Information secret.

Thus, especially all component parts of the Software shall be deemed business secret and furthermore any Information that either Party qualified as business secret and informed the other Party thereof.

No such Information shall qualify as business secret which:

- was already in possession of the receiving party at the time of sharing

- was made public at the time of sharing or any time later independently from the parties
- was invented by the Party himself

All business secrets shall be handled with the utmost care by the receiving Party, as well as by all employees of the receiving Party or any other persons in legal relationship with the Party (hereinafter referred to as: Employee) and they shall not be entitled to pass such business secret on without the written permit of the disclosing party.

Parties undertake to handle each other's business secrets with the most careful procedure possible and shall only use such secrets in a way permitted by the Agreement. Furthermore Parties undertake that the business secrets shall be disclosed to only those Employees who are indispensably required to know them.

11. Warranty

License Holder shall warrant during the entire period of present Agreement that no third parties have any rights pertaining to the copyright of the Software that would obstruct or restrict use. In terms of this warranty the provisions of the Civil Code applicable to the seller's warranty for the transfer of ownership shall be applied with the difference that instead of cancellation the user shall be entitled to terminate the agreement with immediate effect.

License Holder shall warrant that the Software is in compliance with the technical parameters set forth in the Documentation.

License Holder shall warrant that he provides the Software ready for downloading by the User in a tested, virus-free condition and in the proper working order.

With due regard to the complex nature of the computer software products, the License Holder shall not warrant that the delivered software operates entirely free of errors or without any failures or disorders whatsoever, or that it is compatible with all hardware and software configurations.

User shall be entitled to enforce his warranty claims in conformity with the relevant provisions of the Civil Code.

12. No liability for damages

In no event shall License Holder be liable for any loss of information or data, or any other direct or indirect damages (including, but not limited to, failure of business profit, interruption of business activity, loss of business information, or any other damages resulting from material losses), arising out of the use of or inability to use the Software, even if the License Holder was advised of the possibility of such damage. License Holder's liability under any provision of present Agreement shall not exceed HUF 5,000.

12. Closing provisions

Present Agreement has been drawn up in the Hungarian and English languages. License Holder has taken utmost care and circumspection in the course of having the present Agreement translated into English with the involvement of an expert translator. In case of any discrepancies between the two versions the Hungarian version shall prevail.

For disputes of interpretation in connection with present Agreement and all legal disputes arising therefrom the current prevailing Hungarian laws shall be applicable.

In case of legal disputes arising out of present Agreement the Court of Central Districts of Pest or the Court of Budapest Capital shall have competence, depending on jurisdiction.

User declares that after thorough and repeated reading and construing present Agreement he accepts it as binding on himself. User furthermore declares that he has also read the Documentation available exclusively in the English language or had it translated by an expert translator and understood it and considers it as an integral part of the Agreement.

By downloading, installing, copying or any other use of the Software the User accepts the provisions of present agreement as binding on himself.

Should the User not accept the conditions set forth in present Agreement then he shall not be entitled to download, install, copy or use the Software in any other way.