

End User License Agreement (EULA)

IMPORTANT

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE PROGRAM, LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF LICENSEE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, CLICK ON AN "ACCEPT" BUTTON, OR USE THE PROGRAM; AND PROMPTLY RETURN THE UNUSED MEDIA, DOCUMENTATION, AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM IT WAS OBTAINED FOR A REFUND OF THE AMOUNT PAID. IF THE PROGRAM WAS DOWNLOADED, DESTROY ALL COPIES OF THE PROGRAM.

TUNGSRAM IS Tungfram innovative Solutions (Tungfram IS)

SOFTWARE LICENSE AND SERVICE AGREEMENT

Access to the ArchiFM Software: During the Term (as defined below) and subject to the terms and conditions of this Agreement, Tungfram IS shall provide you a license to use the suite of applications/software operated under the brand "ArchiFM" that is a computer aided facility management (CAFM) software, which allows individual operations to manage their buildings and/or building portfolio using specifically designated application/software modules (together referred to as the "ArchiFM Software or Software"). Your use of the ArchiFM Software shall be subject to the Scope of Services set forth in the following link: [*link*](#) (the "Scope of Services"). In the event of a conflict between the terms of this Agreement and the terms of the Scope of Services, this Agreement shall prevail.

Access to Cloud Service: Terms related to our Cloud Services are set forth in the following Tungfram IS Cloud Services Agreement: see details at [*link*](#)

License: This Agreement constitutes a non-exclusive software license and/or software as a service on cloud infrastructure for you, the End-user, to use (i) the enclosed product consisting of a computer program delivered on one or several DVDs and accompanying documentation and packaging (called the "On-Premise Software") or (ii) the cloud services defined in Tungfram IS Cloud Services Agreement, see details at [*link*](#) containing the Software license and the hosting Services thereto (called the "Cloud Service"). The Software can be licensed as an On-premise Software or a software included in our Cloud Service. In both cases the Software is licensed, not sold, to you for your own use under the terms and conditions of this Agreement. In the case of On-Premise Software, you own the media on which the Software is recorded, but not the Software itself, which remains the property of Tungfram IS. In the case of Cloud Services, you receive an infrastructure service from Tungfram IS.

The Software is an original work and protected by copyright laws protecting the author's rights and intellectual property, Tungsram IS reserves all rights to any reproduction of the Software including its documentation, logos, trademarks, icons and interface in whole or in part.

License terms:

* You may use the On-Premise Software on a single computer (CPU) uniquely as the End-user and for your own personal use. You are expressly prohibited from diffusing or commercializing the Software either alone or as part of another product.

* You may make one copy of the On-Premise Software in machine-readable form as a back-up. You may not copy the written materials accompanying the Software.

* Your use of ArchiFM Software Services shall be subject to the service level agreement in Exhibit B.

PLEASE NOTE THAT IN CASE THE LICENSE HAS BEEN PURCHASED AT A SPECIAL DISCOUNT RATE, SPECIAL CONDITIONS MAY APPLY SET FORTH IN A SEPARATE AGREEMENT WITH TUNGSRAM IS.

Restrictions:

* You may not sell, distribute, cede, sublicense, rent or lease or otherwise transfer or assign the right to use the Software nor transfer it by network for commercial use, either in whole or in part, without a specific license from Tungsram IS to do so.

* You are expressly prohibited from decompiling, disassembling, reverse engineering, or reducing the Software (code or protection device) to a humanly perceivable form for any purposes whatsoever.

* You are expressly prohibited from adapting, translating or creating any derivative works based in whole or in part on the Software.

Support:

Tungsram IS provides support to the On-Premise Software as from the day of purchase until the same day of the next year calculated from the purchase day. Tungsram IS provides support for its Cloud Service Users as well, during the whole term of the service (Support Period). During the Support Period Tungsram IS makes available maintenance service whereby You may obtain upgrades, updates, error corrections and other support for your Software free of charge or for an agreed support service fee, as appropriate. Software updates required by changes of law are provided free of charge. Service Level Availability and for-a-fee updates and upgrades are set forth in the Support Service Agreement.

Support of a certain version of the Software is available until Tungsram IS withdraws the support of that version. At the time of withdrawal of support, you will have to switch to a supported Software version, if you would like to continue to use our support services.

Termination:

* This Agreement remains in effect until it is terminated. Termination by Tungsram IS. Tungsram IS may terminate this Agreement immediately by sending written notice of termination to you if: (a) any representation or warranty contained herein made by you is shown to be untrue in any material respect as of the date made; (b) You default or fail to perform any of your obligations or agreements hereunder in any material respect, which violation, default or failure is not cured within thirty (30) days after written

notice thereof from Tungsram IS (or, if the violation, default or failure relates to a failure to pay, if such violation, default or failure is not cured within ten (10) days after written notice thereof from Tungsram IS).

Termination by you. You may terminate this Agreement immediately by sending written notice of termination to Tungsram IS if: (a) any representation or warranty contained herein made by Tungsram IS is shown to be untrue in any material respect as of the date made; or (b) Tungsram IS defaults or fails to perform any of its obligation or agreements hereunder in any material respect, which violation, default or failure is not cured within thirty (30) days after written notice thereof from you. You may furthermore terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice.

Termination for Insolvency. Either party may terminate this Agreement for cause by delivering written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for the other party or its property; (ii) the other party makes a general assignment for the benefit of its creditors; (iii) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law which in the case of involuntary proceedings are not dismissed within sixty (60) days; or (iv) the other party is liquidated or dissolved.

10.5.

Warranty:

* Tungsram IS warrants that the DVDs on which the software is delivered will be free from defects for a period of 90 days from the original date of purchase as indicated by your purchase receipt. This limited warranty is void if the failure of the DVDs or protection device in any way resulted from accident, abuse, theft, loss, or misapplication.

* The limited warranty period is from the FIRST purchase date by the original owner and shall in no case be extended for a new owner if the Software is transferred by the original owner.

* If within the warranty period your DVDs prove defective, Tungsram IS's entire liability and your exclusive remedy shall be, at Tungsram IS's option, to a) repair or replace the defective DVDs or protection device free of charge provided that it is returned to Tungsram IS along with a proof of purchase, or b) refund the price paid for the license. Any replacement program will be warranted for 90 days from the date of receipt.

* Although Tungsram IS has tested the Software, the Software is sold "AS IS," without any warranty; expressed or implied, as to its conformity to or fitness for any particular purpose, or that the Software will perform uninterrupted and without errors. Tungsram IS disclaims all other warranties, expressed or implied, including warranties of merchantability, fitness for a particular purpose, quality, completeness, or precision of the Software's functions. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.

* No advice or information given by Tungsram IS employees, its distributors, resellers, agents, or consultants shall constitute a warranty by Tungsram IS or extend the warranty in this Agreement. Some states do not allow the exclusion of implied warranties; therefore, this paragraph may not apply to you.

* You warrant and covenant to Tungstram IS and its affiliates and Subsidiaries that: (a) the execution and delivery of this Agreement and the performance of your obligations hereunder have been duly authorized by all necessary corporate and stockholder action on your part; (b) this Agreement has been duly executed and delivered by you and this Agreement constitutes a legal, valid and binding obligation enforceable against you in accordance with its terms; (c) you will not take any action (or will not fail to take any action) that would have the effect of interfering with the Tungstram IS Software including, but not limited to, introduction of viruses or worms, misuse of communications protocols, and improper use.

Disclaimer:

Except as expressly set out above, neither party makes any other warranty of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of merchantability, system integration, non-infringement or fitness for a particular use. You and Tungstram IS both expressly disclaim reliance on any representations or warranties not expressly contained herein. WITHOUT LIMITING THE FOREGOING, Tungstram IS DOES NOT WARRANT THAT ACCESS TO THE ArchiFM Software WILL BE UNINTERRUPTED OR ERROR FREE. Tungstram IS MAKES NO REPRESENTATION OR OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INFORMATION SECURITY IN RELATION TO THE USE OF THE ArchiFM Software.

Tungstram IS reserves the right to audit the actual usage of the licenses on its own or contract any third party to perform an audit on their behalf with 30 days prior notice.

Liability:

You will indemnify Tungstram IS and its subsidiaries, owners, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your content, your use of the Services or Software, or your violation of these terms.

Limitation of liability: Tungstram IS will not be liable for any lost profits or costs of procurement of substitute goods or services, or for any indirect, special, incidental or consequential damages, including damages for lost data, however caused and under any theory of liability, including, but not limited to, contract, products liability, strict liability and negligence, and whether or not it was or should have been aware or advised of the possibility of such damage. In no event shall Tungstram IS's liability for damages or indemnification hereunder exceed the aggregate amounts paid to Tungstram IS hereunder with respect to the six (6) month period preceding the event giving rise to the liability.

Personal Data: In its performance of this Agreement, Tungstram IS may have access to, or otherwise Process, information that is identified or identifiable with a natural person ("Personal Data") on your behalf. As used herein, "Processing" of Personal Data means and includes any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection; recording; organization; storage; adaptation or alteration; retrieval; accessing; consultation; use; disclosure by transmission, dissemination or otherwise making available; alignment or combination; blocking; erasure or destruction; and the terms "Process", "Processes", "Processor" and "Processed" have correlative meanings. Such Personal Data will be accessed and otherwise Processed only to the extent necessary to perform this Agreement, or upon your written instructions and in compliance thereof. You

hereby represent and warrant that you are entitled under applicable laws to transfer the Personal Data to Tungsram IS for the purposes of this Agreement.

Data Protection: Without limiting the provisions of the above, Tungsram IS agrees to make commercially reasonable efforts to keep the Personal Data confidential, and agrees to not disclose the Personal Data to third parties (other than its employees, independent contractors, agents and other service providers providing services on its behalf who also will be under confidentiality obligation similar to those of Tungsram IS herein) without having first received express written approval from you and, if required by applicable law, the applicable data subject. Tungsram IS's personnel will Process Personal Data only on a need-to-know basis in connection with the performance of this Agreement. Tungsram IS will direct its subcontractors to implement all reasonable measures necessary to ensure compliance by its personnel with the obligations relating to Personal Data. Tungsram IS will comply with all applicable laws pertaining to Personal Data protection.

GENERAL CONDITIONS

* This Agreement DOES NOT give you the right to any technical support for, or upgrades to, the Software which Tungsram IS may offer from time to time. Tungsram IS may, at its option and as part of its sales policy, make such technical support and upgrades available to registered users of the Software under terms to be determined from time to time by Tungsram IS.

* This Agreement constitutes the full, complete, and exclusive agreement between you and Tungsram IS concerning the Software and supersedes all prior agreements and understandings, either written or oral.

* If any part or provision of this Agreement is found to be contrary to law by a competent jurisdiction, that part or provision shall be enforced to the maximum extent allowed, and the remaining Agreement shall remain in full force and effect.

* This Agreement is governed by the laws of Hungary. Any disputes arising from this Agreement, including those disputes relating to the validity, interpretation or termination of the Agreement shall be exclusively and finally settled by an arbitrate tribunal formed by the International Arbitral Centre of the Hungarian Federal Economic and Industrial Chamber, Budapest according to its own rules of procedure. Place of jurisdiction shall be in Budapest, language shall be English, and you hereby submit to the jurisdiction thereof.

INQUIRIES

All inquiries regarding this Agreement should be directed to

Tungsram IS Kft.

Záhony u. 7. (Graphisoft Park 1.) 1031 Budapest, Hungary