Tungsram IS Cloud Services Agreement

This Tungsram IS Cloud Services Agreement provides terms applicable for that you may order under the End-User License Agreement of Tungsram IS, collectively the complete agreement ("Agreement") regarding transactions for a Cloud Service.

1. Content and Data Protection a.) Our Cloud Service provider's data privacy terms apply for generally available Cloud Service offerings, see details at Exhibit A. End-User is responsible to assess the suitability of each Cloud Service for End-User's intended use and Content. By using the Cloud Service, End-User accepts responsibility for use of the Cloud Services, and acknowledges that it meets End-User's requirements and processing instructions to enable compliance with applicable laws. b.) TUNGSRAM IS will treat all Content as confidential by not disclosing Content except to TUNGSRAM IS employees, contractors, and only to the extent necessary to deliver the Cloud Service. c.) TUNGSRAM IS's Data Processing rules are in full compliance with the applicable EU data protection regulations including the European General Data Protection Regulation (EU/2016/679) (GDPR). d.) TUNGSRAM IS does not archive Content, however some Content may remain in Cloud Service backup files until expiration of such files. e.) Upon request by either party, TUNGSRAM IS, End-User will enter into additional agreements as required by law for the protection of personal data included in Content.

2. Changes a.) End-User acknowledges that TUNGSRAM IS may modify Cloud Service from time to time at TUNGSRAM IS's sole discretion and such modifications will replace prior versions as of the effective date. The intent of any modification will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional features and functionality. Modifications will not degrade the security or data protection features or functionality of a Cloud Service. b.) TUNGSRAM IS may withdraw a Cloud Service on 3 (three) months' notice and TUNGSRAM IS will continue to provide the Cloud Service for the remainder of End-User's unexpired term or work with End-User to migrate to another TUNGSRAM IS offering.

3. Payment and Taxes a.) Based on the agreed invoicing period, TUNGSRAM IS will invoice End-User the charges due at the beginning of the invoicing period, except for overage and usage type of charges which will be invoiced in arrears. One time charges will be invoiced upon acceptance of an order. b.) If TUNGSRAM IS has not otherwise committed to pricing during the term of a Cloud Service, then TUNGSRAM IS may change charges on 30 (thirty) days' notice.

4. Compliance with Laws a.) Each party is responsible for complying with: i) laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations.

b.) If End-User or any user exports or imports Content or use of any portion of the Cloud Service outside the country of End-User's business address, TUNGSRAM IS will not serve as the exporter or importer, except as required by data protection laws.

5. General a.) End-User and its authorized users are responsible for the use of the Cloud Service within any professional practice and should obtain their own expert advice. End-User is responsible for its use of TUNGSRAM IS products and services. b.) A Cloud Service or feature of a Cloud Service is considered "Preview" when TUNGSRAM IS makes such services or features available at no charge, with limited or pre-release functionality, or for a limited time to try available functionality (such as beta, trial, no-charge, or preview designated Cloud Services). Preview services are excluded from Service Level Availability agreements. A Preview service may not be covered by support and TUNGSRAM IS may change or discontinue a Preview service at any time and without notice. TUNGSRAM IS is not obligated to release a Preview service or make an equivalent service generally available. Preview services are made available as-is, without warranties of any kind. c). Account Data is information, other than Content, that End-User provides to TUNGSRAM IS to enable End-User's use of a Cloud Service or that TUNGSRAM IS collects using tracking technologies, such as cookies and web beacons, regarding End-User's use of a Cloud Service. TUNGSRAM IS, its affiliates, and contractors of either, may use Account Data, for example, to enable product features, administer use, personalize experience, and otherwise support or improve use of the Cloud Service. d.) TUNGSRAM IS may use personnel and resources in locations worldwide, including contractors to support the delivery of the Cloud Services. TUNGSRAM IS may transfer Content, including personal data, across country borders. e.) End-User may not: i) reverse engineer any portion of a Cloud Service; ii) assign or resell direct access to a Cloud Service to a third party outside End-User's Enterprise; or iii) combine Cloud Services with End-User's value add to create a commercially available End-User branded solution that End-User markets to its end user customers unless otherwise agreed. f.) TUNGSRAM IS may offer additional customization, configuration or other services to support Cloud Services, as detailed in a separate support agreement.

6. Content and Data Protection a.) Content consists of all data, software, and information that End-User or its authorized users provides, authorizes access to, or inputs to the Cloud Service. Use of the Cloud Service will not affect End-User's ownership or license rights in such Content. TUNGSRAM IS, its affiliates, and contractors of either may access and use the Content solely for the purpose of providing support or managing the Cloud Service. b.) End-User is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, TUNGSRAM IS, its affiliates, and contractors of either, to use, provide, store and otherwise process Content in the Cloud Service. If any Content could

be subject to governmental regulation or may require security measures beyond those specified by TUNGSRAM IS for a Cloud Service, End-User will not input, provide, or allow such Content unless TUNGSRAM IS has otherwise first agreed in writing.

7. Warranty TUNGSRAM IS warrants that it provides Cloud Services using commercially reasonable care and skill in accordance with the applicable Exhibit A. The warranty for a Cloud Service ends when the Cloud Service ends.

8. Service Availability and Scheduled Maintenance Cloud Services are not designed to be available 24/7. End-User will be notified of scheduled maintenance.

Exhibit A

Our hosting service provider is DENINET Kft. (1188. Budapest, Bercsényi u. 79/b., Registration number: Cg.01-09-730805, Tax number: 13350910-2-43)

All servers are hosted in Hungary under the following conditions:

- 24/7 server monitoring

- Backed up by uninterrupted power supply of the servers

- Servers hosted in an air-conditioned facility

- Daily backup of file, SQL, system partly to local, partly to remote servers

- Security provided by ESET File Security for Microsoft Windows Server; Firewall provided by Microsoft Server embedded service

- Service ports are not public, they can only be accessed by private IP addresses

- Bandwidth: 1000/1000 Mbit/s

- Access to the test ArchiFM environment over the Internet if End-User has purchased access to test ArchiFM environment

- Access to the production ArchiFM environment over the Internet

Further details of our service provider can be found on the following link.

https://www.deninet.hu/ugyfeleinknek