

# **SOFTWARE APPLICATION AGREEMENT**

**MIMÓZA COMMUNICATIONS LIMITED LIABILITY  
COMPANY**

**Contract number:**

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## 1. THE SUBJECT OF THE AGREEMENT

According to the provisions of this Software Application Agreement, Mimóza Communications Limited Liability Company (hereinafter referred to as the Proprietor) shall provide the Licencee specified below the right of application of the software products under copyright protection (hereinafter referred to as the Product) defined below. The Licencee assumes an obligation to use the Products in accordance with the provisions of this Application Agreement and to pay the licence fees.

## 2. DEFINITIONS

### 2.1. Proprietor's Particulars

<b>Proprietor</b>	Mimóza Communications Limited Liability Company
<b>Head office</b>	1126. Budapest, Böszörményi út 20-22.
<b>Company registration number</b>	01-09-465357
<b>Tax number</b>	12096530-2-43

### 2.2. Licencee's Particulars

#### Natural Person

<b>Name of licensee</b>	
<b>Customer ID</b>	
<b>Address</b>	
<b>Telephone number</b>	
<b>Fax number</b>	
<b>E-mail address</b>	

#### Legal Entity or Business Organisation Without a Legal Status

<b>Licencee company name</b>	
<b>Company ID</b>	
<b>Head office</b>	
<b>Name of representative</b>	
<b>Telephone number</b>	
<b>Fax number</b>	
<b>E-mail address</b>	

### 2.3. About the Application Agreement

<b>Date of entry into force</b>	
<b>Temporal validity</b>	12 calendar months from the date of entry into force with automatic extension according to the provisions of the agreement.
<b>Application Agreement number</b> (to be filled out by the Proprietor)	

### 2.4. Licenced Products

<b>Name of Product (Product name and Company ID)</b>	<b>Number of licenced primary user copies</b>

### 2.5. Defined Terms

<b>Primary User</b>	An End User considered during calculation of the licence fee and the application limits of the Product, possessing the rights defined in Appendix A.
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<b>Patented Objects</b>	The Product, the software modules, the installation disc, the source code, the Domain administrator manual, the Template editor manual, the Presentation editor user's manual, all recorded information reflecting the structure of the Product, adaptations and copies of the documentation of the Patented Objects currently in existence or to be developed in the future and all works classified as works under copyright protection for which the Proprietor is entitled to exercise property rights.
Company ID	The registration number of the Licencee Product, which must be specified on the documents relating to the licence.
Licence certificate	A document recording the number of licenced copies of the Product, which is issued by the Proprietor when Licencee purchases application rights. The licence certificate contains the Version ID and the Company ID and, together with the Application Agreement, verifies that the Licencee is legally entitled to use the Product.
Technical User	A natural person End Users who does not qualify as a Primary User, for whom the Licencee, based on the right of application provided for under this Application Agreement, has provided an opportunity to use the end user copy, in the manner specified by the Proprietor.
Product Key	The individual username and password needed to access and use the Product.
End User	A natural person for whom the Licencee, based on the right of application provided for under this Application Agreement, has provided a non-divisible opportunity to use the end user copy as a Primary User or as a Technical User.
Version tracking	A service whereby the Licencee provides the Licencee with the new, freshly developed version of the Product.
Version ID	A ID that identifies the Hungarian/International version of the Product clearly, but not customer-specifically.
Force Majeure	An event beyond the control of the Parties, which was previously unknown and impossible to predict, understood to mean an unavoidable hinderance of any kind.

### **3. RIGHTS OF APPLICATION**

#### **3.1. Initiation of Application Rights**

3.1.1. By concluding the Application Agreement and paying the licence fees specified in chapter 14, the Licencee becomes entitled to use the Products and Patented Objects licenced according to section 2.4 (excluding the source code), based on the provisions of this Application Agreement. Accordingly, the Licencee also becomes entitled to the product support services relating to the Products, based on the provisions of the Application Agreement.

#### **3.2. The Conclusion of the Application Agreement**

3.2.1. If the Application Agreement is concluded not in person but by means of a telecommunications device, the Parties are obliged to proceed according to the provisions of this section.

3.2.2. The Licencee is obliged to provide the information requested by the Proprietor truthfully to the financial institution carrying out financial settlement between the Proprietor and the Parties, by completing the form (hereinafter referred to as the **Form**) provided for this purpose.

3.2.3. The Application Agreement has been concluded between the Parties following acceptance of its provisions by the Licencee.

3.2.4. The Proprietor informs the Licencee that it files signed agreement, that the filed agreement will be accessible in the future, and that according to the valid provisions of the Republic of Hungary, the signed Application Agreement does not qualify as a written contract.

3.2.5. By accepting the Application Agreement, the Licencee declares that it has filed the agreement prior to its signing in an adequately secure manner that ensures subsequent retrieval.

3.2.6. By accepting the Application Agreement, the Licencee declares that the appropriate information necessary to decide the purchase of the Product and the services related to it as well as the information relating to the basic characteristics of the Product and its use and maintenance had been available to it prior to the acceptance of the Application Agreement, and, furthermore, that it had received from the Proprietor the appropriate information concerning the quality, the price and the charges of the Product, the related transport costs, as well as the instructions relating to its use and the dangers associated with its use prior to the acceptance of the Application Agreement, and that it possesses the basic know-how necessary to enforce its rights.

3.2.7. Upon receipt of the Application Agreement accepted by the Licencee and the appropriately filled out Form, the Proprietor is immediately, or within 48 hours at the latest, obliged to dispatch a copy of this Application Agreement containing the Licencee's particulars specified on the Licencee Form to the electronic contact address specified on the Licencee Form.

3.2.8. If any of the Licencee's particulars contained in the Application Agreement dispatched according to section 3.2.7 above are incorrect, or if the Licencee becomes aware of any changes in any of its provisions as compared to the Application Agreement accepted by it, then the Licencee is obliged to notify the Proprietor of this fact within 3 working days.

3.2.9. The Proprietor informs the Licencee that within 8 working days of receiving the Product, the Licencee is entitled to withdraw from the Application Agreement. In this case the Licencee, however, is obliged to pay any potential costs arising in connection with such a withdrawal. In case of a withdrawal, the Proprietor is obliged to refund the fees paid by the Licencee within 30 days.

3.2.10. Upon arrival of the licence fee and acceptance of the Application Agreement by the Licencee, the Proprietor shall dispatch to the Licencee the product access key enabling access to the Product within 24 hours.

3.2.11. The Licencee acknowledges that use of the unique data (product access key) provided to it by the Proprietor qualifies as opening of the software packaging, which means that the Licencee no longer has the right of withdrawal.

3.2.12. The Licencee acknowledges that at the time of the conclusion of the Application Agreement, the Product and the related documentation are only available in English language.

#### **3.3. The Extent of the Application Rights**

3.3.1. Based on the Application Agreement and the conditions specified therein, Mimóza Communications Ltd., as the copyright holder (Proprietor), ensures that the Licencee becomes entitled to use the Product specified in section 2.4 of the Application Agreement for a number of copies equivalent to the number of Primary Users specified in section 2.4 and the number of Technical Users specified in Appendix A., for a fixed period of one year. The licenced period of application commences on the day of the Parties signing the Application Agreement.

3.3.2. The licence provided according to section 3.3.1 above is not exclusive and (with the exception of the transfer between End Users in accordance with section 12.1.3) cannot be transferred. It relates to rights of application (access) for the promotion of the Licencee's own internal business activities.

3.3.3. One copy of the Product means access to and lawful application of software free of multiplication (copying, duplication) and installed on a server specified by the Proprietor, for Primary Users.

- 3.3.4. In accordance with the provisions of Appendix A. of the Application Agreement, the Proprietor shall provide supplementary application rights to the Licencee (Technical Users). In the absence of any express provisions to the contrary in the appendices, the provisions of the Application Agreement are applicable concerning supplementary application rights.
- 3.3.5. The individual documentations relating to the Product may be used lawfully in as many copies as the number of licenced copies of the Product for Primary Users.
- 3.3.6. If the Licencee possesses a Licence Certificate, it is entitled to use the Product with the number of Primary Users specified in the Licence Certificate.
- 3.3.7. The Parties declare that, due to the nature of its application, it is not necessary for the Licencee to make a security copy of the Product. Therefore, based on the Application Agreement, the Licencee does not possess such a right.
- 3.3.8. The Proprietor reserves all rights of intellectual composition over the Product other than those expressly provided to the Licencee by this Application Agreement and Act LXXVI. of 1999 on copyrights. In the absence of provisions in the Application Agreement to the contrary, the Licencee is not entitled to multiply, rewrite, process or translate the Product, or to modify it in any other way.
- 3.3.9. It is expressly forbidden for the Licencee to carry out the following activities in connection with the Product or its copies: provision or transfer of (sub)licences, assignment of rights, trading, separation of the Product into its components, or to attempt any of these, to use, modify, circulate or pass on the source code, contract work (provision of services to a third party in the field of information technology based on or in connection with the Product).
- 3.3.10. It is forbidden to reverse engineer the Product and to analyse its internal structure, except if the applicable legal provisions expressly forbid or limit the application of such a ban.
- 3.3.11. The Licencee acknowledges that during the validity of the Application Agreement, the Proprietor possesses all rights in connection with the provision of services relating to the Product (users' education, advice for users, problem solving) exclusively. For the purpose of the application of this section, the preparation of custom presentation templates does not qualify as the provision of a service relating to the Product.

#### **3.4. Patented Objects**

- 3.4.1. The Patented Objects are under copyright protection as a whole and in their components. The holder of all copyrights over these is the Proprietor, including the copyrights of intellectual composition created or modified by the Proprietor and made available to the Licencee on the basis of the Application Agreement.
- 3.4.2. The legal protection provisions defined for the Product on the basis of the Application Agreement are to be applied in the same way to the Patented Objects.

#### **3.5. Trademark Protection**

- 3.5.1. If the Product are also under trademark protection, the Proprietor shall provide a right of application for the trademarks to the Licencee. The pecuniary equivalent of such rights is included in the licence fees payable to the Proprietor on the basis of the Application Agreement.

### **4. LICENCEE'S OBLIGATIONS FOR THE PROTECTION OF THE PRODUCT**

- 4.1.1. By signing the Application Agreement, Licencee assumes a responsibility that the End Users will not carry out any acts that contravene the provisions of the Application Agreement. It is the Licencee's task and responsibility to adequately acquaint the End Users of the obligations under the Application Agreement.
- 4.1.2. The Licencee acknowledges that a breach of any of the provisions of the Application Agreement by an End Users qualifies as a breach by the Licencee, and that by signing this Application Agreement, the Licencee assumes responsibility for the consequences of such a breach.
- 4.1.3. The End Users is obliged to handle the unique identifiers (product access key, user name, password, etc.), provided to it in order give access to the Product with the purpose of applying it, confidentially. In the absence of any provisions by the Licencee to the contrary, it is forbidden for the End Users to make such identifiers available to other End Users or to third parties. End Users are obliged to ensure that no other End Users or third parties should have access to such identifiers. Any access granted to the identifiers specified in this section willfully or out of gross negligence qualifies as a serious breach of the Application Agreement. This, however, does not affect the Licencee's right to appoint other End Users instead of certain End Users by transferring the rights of End Users (see section 12.1.3).
- 4.1.4. The Licencee is obliged to ensure that no other persons besides the Proprietor should come into any contact with the Product beyond appropriate application in accordance with the provisions of the Application Agreement, except criminal investigation or judicial authorities with an authorisation from the police, the public prosecutor's office, or

a court of law and other investigations by the authorities (entitled to special access).

- 4.1.5. In such cases, the Licencee is obliged to send prior written notification to the Licensor, or, if this is not possible, then to send written notification to the Licensor simultaneously, or as soon as possible (depending on the circumstances). If possible, the notification should contain the identity of the persons entitled to special access, the time, the purpose and the pretext of the access. The Licencee is obliged to provide the conditions for the presence of the Proprietor's representative, a person appointed by the Proprietor.
- 4.1.6. Should the need for access by a third person beyond the cases specified in section 4.1.4. arise, it is necessary to send prior written notification to the Proprietor in each case to make this possible. On the basis of the notification, the Proprietor will declare within five (5) working days of the receipt of such notification whether in that particular case, it considers it necessary to define further conditions for the access. If the prospect of increased danger to the Patented Objects is present (business rivals) with respect to the identity of the person requesting access, then in each case the conclusion of an agreement specifying the conditions of access is necessary. The Proprietor is not entitled to define unjustified conditions with regard to the prospect of becoming acquainted with the Patented Objects, or to refuse access for unjustified reasons.
- 4.1.7. In case of receiving a written request by the Proprietor to this effect within the last 3 days, the Licencee is obliged to inform the Proprietor in writing concerning the method and extent of the application of the Product as well as about their physical location (application log). This obligation of information extends to conditions prevailing at any point in time specified by the Proprietor, including retrospective application data as well.
- 4.1.8. The Licencee assumes an obligation to take all necessary, reasonable steps in order to prevent the unauthorised application of the Product (or their components), and cooperates with the Proprietor in ascertaining the identity of persons using the Product in an unauthorised manner.

## **5. VERSION TRACKING**

- 5.1.1. From time to time, the Proprietor shall carry out Version Trackings with regard to the Product, and shall make the Version Trackings of the Product available to the Licencee.
- 5.1.2. On the basis of the Application Agreement, the Licencee is entitled to all Version Trackings issued during the validity of the Application Agreement.

## **6. PRODUCT SUPPORT**

- 6.1.1. During the validity of the Application Agreement, the product support services defined in this chapter shall be available to the Licencee free of any additional charges.
- 6.1.2. Within the framework of the product support service, the Licencee shall receive software updates, supplements and expansions issued by the Proprietor, custom presentation templates issued annually by the developers, the electronic user's manual, access rights to the continuously expanded FAQ (frequently asked questions) electronic column. The method of access to the product support services is defined in Appendix B.
- 6.1.3. Within the framework of the product support service, the Licencee also has the opportunity to use the electronic Help Desk service provided by the Proprietor.

## **7. CONTENT CREATED BY THE LICENCEE**

- 7.1.1. Any content created by the Licencee with the use of the Product constitutes the exclusive property of the Licencee. But, since the content created by the Licencee becomes part of the Product and is organically correlated to its structure physically (the physical display of the data content reflects the structure of the Product), therefore, the provisions of the Application Agreement are applicable to the Licencee's rights and obligations concerning the content created with the use of the Product. If the content created with the use of the Product is physically separated from the Product, then the provisions of the Application Agreement are not applicable concerning the data content displayed in this way.
- 7.1.2. During the validity of the Application Agreement, the Proprietor shall ensure for the benefit of the Licencee that the content created by the Licencee is converted into a document of .exe format that can be run on its own.
- 7.1.3. It is forbidden to create, upload or to publish in any way with the use of the Product any content that contravenes legal provisions or other regulations. The Licencee alone bears all responsibility for content.

## **8. CONFIDENTIAL INFORMATION**

- 8.1.1. During the application of this section, the term Confidential Information bears the following meaning: any information or data, including any know-how, intellectual composition, document, idea, principle, concept, process, operational method, drawing, business plan, financial and marketing information, regardless of the form of realisation, handed over by one Party to the other Party in the course of the activities carried out in relation to their contractual cooperation, or which becomes known to the other Party in connection with the said cooperation (hereinafter referred to as the delivering and the receiving Party). Information that is not classified as Confidential Information is information expressly classified by the delivering Party as "public". The fact of cooperation between the Parties and the existence of the Application Agreement is not classified as Confidential Information.

- 8.1.2. All Confidential Information is to be handled confidentially, and are to be kept as business secrets. The receiving Party may only disclose Confidential Information to a third party with the delivering Party's prior consent. The receiving Party may only use Confidential Information in connection with the performance of valid agreements between the Parties, to a degree that is necessary for the fulfillment of contractual obligations. The receiving Party shall be exempt from the fulfillment of these obligations in the following cases:
- a) it has received the Confidential Information through a third party, which third party has not breached its obligation of confidentiality towards the receiving Party with the disclosure;
  - b) the Confidential Information has been made public in a way that does not contravene the valid agreements existing between the Parties;
  - c) the receiving Party is compelled by legal provisions, court ruling or a decision by the authorities to disclose the Confidential Information, provided that the receiving Party has provided prior notification to the delivering Party about the disclosure.
- 8.1.3. The receiving Party may not remove any markings relating to the copyrights, business secrets or trademarks of the delivering Party.
- 8.1.4. Upon the termination of the Application Agreement, the Parties are obliged to return the received Confidential Information and the data carriers containing the Confidential Information to the delivering Party, to destroy any copies made of these, and to delete all Confidential Information.
- 8.1.5. In case of a breach of the obligations of confidentiality, the defaulting Party is obliged pay the delivering Party a lump sum compensation payment of 500 000 HUF. The Parties are also entitled to demand compensation for damages over and above the lump sum penalty.

## **9. FORCE MAJEURE**

- 9.1.1. With regard to the Application Agreement, the Parties consider cases of Force Majeure to mean events occurring after the conclusion of the Application Agreement that are extraordinary in nature, unforeseen and unavoidable by any action of the Parties.
- 9.1.2. If any Party suffers a hinderance due to a case of Force Majeure, then it is obliged to inform the other Party about this circumstance in writing within 3 working days of the occurrence of the event, specifying the circumstances of the Force Majeure in detail, indisputable evidence of it being unavoidable, and whether this delays or hinders the performance of its obligations under the Application Agreement. The defaulting Party is liable for any damages resulting from failure to provide such notification. The same notification must also contain the estimated time span of the Force Majeure event.
- 9.1.3. If the Force Majeure event does not make the fulfillment of the Application Agreement impossible, but delays it, then the period of fulfillment shall be extended with at least the time span of the delay caused by the Force Majeure event.
- 9.1.4. Provisions concerning impossibility of performance are applicable for cases of Force Majeure which make the fulfillment of the Application Agreement impossible.

## **10. RESPONSIBILITY FOR DAMAGES**

- 10.1.1. During the cooperation of the Parties according to the Application Agreement, the Proprietor shall assume responsibility towards the Licencee for damages resulting from breaches of contract caused willfully, out of gross negligence or the commission of a criminal act, or those which cause harm to life, corporal integrity or health, as well as for the depreciation of assets resulting from failure to fulfill its contractual obligations under the Application Agreement.
- 10.1.2. In view of the nature of the services provided according to the Application Agreement, the fees due to the Proprietor based on the Application Agreement and the advantages for the Licencee resulting therefrom, the Licencee acknowledges that the cumulated annual sum of the damages payable by the Proprietor shall not exceed 80 percent of the 12 month licence fee, and, furthermore, that the Proprietor shall bear no responsibility for any foregone earnings on the part of the Licencee.

## **11. WARRANTIES**

### **11.1. Legal Warranties**

- 11.1.1. The Proprietor warrants that it is providing the rights of application specified in the Application Agreement lawfully. Consequently, all applications by the Licencee that are in accordance with the provisions of the Application Agreement are also lawful.
- 11.1.2. The Proprietor declares that the provision of the rights and services specified in the Application Agreement are

lawful on the part of the Proprietor, that the Proprietor has obtained all authorisations necessary for the provision of such rights and services, and that the Proprietor warrants that during the validity of the Application Agreement, such rights shall be assured in accordance with the provisions of the Application Agreement.

- 11.1.3. The Proprietor is obliged to take all necessary steps in order to exempt the Licencee or any End Users (even by way of a legal representative approved by the Licencee if necessary) from claims made by third parties towards the Licencee or any End Users on the basis that the application licenced to the Licencee or the End Users by the Proprietor violates their intellectual property, or, should this prove unsuccessful, the Proprietor is obliged to reimburse all damages, costs and reasonable legal expenses arising from such claims.
- 11.1.4. The Licencee is obliged to inform the Proprietor in writing immediately if it becomes aware of any claims or action specified in section 11.1.3., cooperate fully with the Proprietor during the defence, providing all declarations necessary for the defence, and, in case of legal proceedings, is obliged to take all necessary steps for its dismissal from the suit, should this become necessary. The Licencee may not make any admissions concerning any legal violations without the express prior consent of the Proprietor. The Licencee may not claim reimbursement from the Proprietor for damages or costs incurred as a result of a delay in the notification, a lack of cooperation or non-contractual activities.
- 11.1.5. In addition, the Proprietor shall not assume responsibility for any claims based on legal violations if the violation in question results from (i) a modification or alteration to the Product by someone other than the Proprietor; (ii) the Product being linked to another product, which the Proprietor has expressly forbidden; or (iii) the improper application of the Product.

## **11.2. Replacement of Data Carrier**

- 11.2.1. With regard to production or material faults of the data carrier containing the Product, the Proprietor assumes an obligation to replace the data carrier within ninety (90) days of its delivery to the Licencee, whereby the Proprietor is obliged to replace the damaged or faulty data carrier free of charge.

## **12. MODIFICATIONS AND ASSIGNMENT**

- 12.1.1. Any assignment of the Application Agreement or of any of the appendices of the Application Agreement may only be made in writing, with the signatures of both Parties.
- 12.1.2. The transformation of the Licencee into another corporate form shall not affect the rights granted to the Licencee under the Application Agreement.
- 12.1.3. The Licencee is entitled to appoint new End Users instead of certain End Users, thereby assigning the rights of the End Users specified in this Application Agreement, if the Licencee concurrently ensures that the previous End Users should no longer have access to the Product, unless the previous End Users possesses another right of access to the Product following the assignment.
- 12.1.4. The Licencee is entitled to assign the rights granted to it under this Application Agreement to a third party with the prior written consent of the Proprietor. The pre-condition of the assignment is prior acceptance of the provisions of this Application Agreement by the assignee. According to this Application Agreement, End Users do not possess any rights of assignment or other rights of disposition over the Product.

## **12.2. Increase in the Number of Licences**

- 12.2.1. During the validity of the Application Agreement, the Licencee is entitled to increase the number of licences by paying the appropriate fee difference. The fee difference equals the number of ordered new licences times the price according to the licence fee bracket, taking into account the increased number of licences (which equals the sum of the existing number of licences and the new licences), as specified in Appendix C.

## **13. DURATION AND TERMINATION OF THE AGREEMENT**

- 13.1.1. The Application Agreement between the Proprietor and the Licencee enters into force on the day of the Licencee accepting the Application Agreement, and remains valid in accordance with the provisions of section 2.3, also taking into account the provisions contained in section 3.2.
- 13.1.2. At least 30 days prior to the expiry of the fixed period, the Proprietor shall send notification to the Licencee, calling attention to the effective day of the Application Agreement, and also to the fact that the Application Agreement is automatically extended by one year, unless the Licencee dispatches to the Proprietor within 30 days a legal declaration for the termination of the agreement using the form enclosed with the notification.
- 13.1.3. The Licencee is obliged to pay the licence fees specified in Appendix C. until the effective day of the Application Agreement.
- 13.1.4. The Licencee is entitled to terminate this Application Agreement at any time by destroying all copies of all Product (including the Patented Objects) licenced to it on the basis of this Application Agreement (if it is in possession of such Product). The Licencee is obliged to send concurrent notification to the Proprietor of such termination.
- 13.1.5. The Proprietor is entitled to terminate the Application Agreement with immediate effect if the Licencee has

committed a serious violation of the provisions of the Application Agreement. The following cases qualify as serious violations of the Application Agreement:

- a) a willful violation of the Proprietor's copyrights, or maintaining an unlawful state of affairs for 15 days following notification of the violation (over-use), or
- b) failure on the part of the Licencee to fulfill any of its financial obligations arising from the Application Agreement towards the Proprietor within 15 days of the due date.

- 13.1.6. If, in the Licencee's view, the contents of the Proprietor's declaration specified in section 13.1.5. do not contain any credible statements, then the Licencee is obliged to dispatch this point of view, together with its justification, to the Proprietor within five working days of receiving the notification.
- 13.1.7. In case of any termination of the Application Agreement, the Licencee is obliged to destroy (if it is in possession of such Product) all copies of the Product (including the Patented Objects) within 5 working days, and is obliged to send separate notification to the Proprietor concerning such action.

## **14. LICENCEE'S FINANCIAL OBLIGATION**

- 14.1.1. The Licencee is obliged to pay the licence fees specified in Appendix C. to the Proprietor or to the person authorised on behalf of the Proprietor to collect licence fees.
- 14.1.2. If the Application Agreement between the Parties is not concluded in person, then the Licencee shall perform the payment of licence fees to the Proprietor concurrently with ordering the Product.
- 14.1.3. The licence fees specified in Appendix C. do not include rates and taxes or transport costs.

## **15. MISCELLANEOUS PROVISIONS**

### **15.1. Notification**

- 15.1.1. The Parties shall make all legal declarations to each other in connection with the Application Agreement by electronic mail. The Licencee accepts electronic mailing as the basic form of communication between the Parties.
- 15.1.2. The Parties are obliged to notify each other of any change in the data specified in chapter 2. of the Application Agreement within 8 days.

### **15.2. Waiver**

- 15.2.1. A delayed enforcement of any right contained in the Application Agreement or failure to enforce any such right does not constitute a waiver of the enforcement of the rights in question. The partial or exclusive enforcement of any right does not exclude the enforcement of remaining or other rights.

### **15.3. Declaration of Consent**

- 15.3.1. By accepting the provisions of this Application Agreement, the Licencee consents to the Proprietor making reference to it as a user of the Product defined in section 2.4, and, within the framework of that, to display the Licencee's name in written documents. In the absence of a separate agreement between the Parties to the contrary, this consent does not extend to the use of the Licencee's custom presentation templates, including, for example, its logo.

### **15.4. The Interpretation of the Application Agreement**

- 15.4.1. The sole purpose of the titles of the various chapters and sections of the Application Agreement is to assist readers in orientation within the document. Such titles cannot be taken into consideration during the interpretation of the Application Agreement.
- 15.4.2. The terms used in singular and plural number in the course of the Application Agreement cannot be interpreted as quantitative definitions by themselves.
- 15.4.3. The Proprietor informs the Licencee that that present English version of the Application Agreement serves informative purposes only – the contractual relationship realized by subscription to the Product shall be ruled by the conditions and bindings contained in the original Hungarian version of present Application Agreement.
- 15.4.4. The invalidity of any of the provisions of the Application Agreement does not affect the validity of other provisions. In case of the partial invalidity of the Application Agreement, the other provisions of the agreement remain valid without any changes.
- 15.4.5. In case of any of the provisions of the Application Agreement becoming invalid, the Parties shall strive to draw up new provisions that bear as close a resemblance to the invalid provisions as possible, but which comply with legal provisions and the presumed will of the Parties at the time of the conclusion of the agreement.
- 15.4.6. The Application Agreement constitutes the entire agreement concluded between the Parties with respect to the conditions of application, and concurrently renders all other, previous written and verbal agreements and

declarations between the Parties invalid.

## **15.5. Applicable Laws**

15.5.1. In any question not specified under this Application Agreement, the laws of the Republic of Hungary are applicable, with special regard to Act IV. of 1959 on the Civil Code of the Republic of Hungary and Act LXXVI. of 1999 on Copyrights.

## **15.6. Acceptance of the Application Agreement**

The provisions of this Application Agreement qualify as the Proprietor's offer. The Licencee accepts the provisions of this Application Agreement by demonstrating its intention to do so, by clicking on the button signifying acceptance.

I accept the Application Agreement as corresponding to my will in every way.

# **APPENDIX A.**

## **CERTAIN RIGHTS OF END USERS**

### **SHAKER**

#### **Primary user**

In the case of the Shaker, the Primary User is the user acting as presentation editor, the natural person who is entitled to create, modify or delete presentations with the Product, using the custom presentation templates.

#### **Guest User – technical user**

A natural person appointed by the Licencee, who is entitled to have viewing access only to the presentations specified by the Licencee in the Licencee's domain (user group).

#### **Template editor User – technical user**

A natural person appointed by the Licencee, who is entitled to create, modify or delete templates for Primary Users (presentation editors) in the Licencee's domain (user group).

#### **Domain Administrator User – technical user**

A natural person appointed by the Licencee, who is entitled to enter, modify or delete user names and other user data belonging to the Licencee's domain (user group).

**APPENDIX B.**  
**ACCESS TO PRODUCT SUPPORT**  
**SHAKER**

The software updates, the supplements and expansions (which do not affect the version number), the custom presentation templates issued annually by the developers, the electronic user's manual, and the FAQ (frequently asked questions) electronic column can be accessed at the following address: .

The user name and password required to access the FAQ electronic column are provided to the Licencee by the Proprietor. The Proprietor also provides access to the electronic Help Desk service.

## APPENDIX C. FEES SHAKER

International Version – set number of Primary Users

Number of licences – Primary Users (licence fee bracket)	Rate of discount	Patent fee/user	
		HUF	EUR*
1		87 500	349
2-10	15%	74 345	297
11-25	20%	70 000	279
26-50	30%	61 250	244

International Version – unlimited number of Primary Users

Number of licences – Primary Users	Rate of discount	Patent fee/user	
		HUF	EUR*
51-unlimited		3 000 000	11 966

Prices are valid for copies ordered at the time of the conclusion of the agreement. For subsequent orders, the conditions specified in the Shaker price list at the time of the order, accessible at <http://shop.shaker.hu>, are valid.

\*Due to legal constraints, our pricing is based on Hungarian currency. The prices given in US dollars and Euros are therefore subject to slight variations, following the fluctuation of the official exchange rates. The approximate prices show in our pricing table were calculated on 2003 September 1st exchange rates (1 EUR = 250.7 HUF).

When buying Shaker through our webshop, you will be given the current prices calculated using the day's exchange rate.