END USER LICENSE AGREEMENT (BETWEEN SAP AND INDIRECT END USER) ("EULA")

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1.2 "Add-on" means any development that adds new and independent functionality, (including any new functional components for business processes not provided by the Software), and connects to and/or communicates through published SAP application program interfaces or user exits.

1.3 "Agreement" means the Software Order Form or the Acceptance Form as the case may be, this EULA and the Software Usage Rights Schedule.

1.4 "API" means SAP's application programming interfaces, as well as other SAP code that allow other software products to communicate with or call on SAP Software (for example, SAP Enterprise Services, BAPIs, Idocs, RFCs and ABAP or other user exits) provided under this Agreement.

1.5 "Affiliate" means any legal entity in the Territory in which the Licensee, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such equity interest is maintained.

1.6 "Business Partner" means a legal entity that requires access to the Software in connection with Licensee's internal business operations, such as customers, distributors and/or suppliers of Licensee.

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1.11 "Licensee" means the End User.

1.12 "Modification" means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Software including, but not limited to, the creation of any new application program interfaces or alternative user interfaces, the extension of SAP data structures, or other change utilizing or incorporating any SAP Materials (defined below).

1.13 "Partner" means the company that resells the Software licenses to the End User under a valid SAP reselling partner Contract.

1.14 "SAP" means SAP Hungary Ltd.

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1.17 "Software Order Form" means, if and as applicable, according to SAP or Partner direction the order form for the Software, including information on Software, SAP Support, fees, and other information necessary for the delivery of such items to Licensee that may be provided by the Partner.

1.18 "Software Usage Rights Schedule" means the Software Use Rights Schedule current at the time of execution of the Software Order Form or the Acceptance Form which can be found at: www.sap.com/company/legal

1.19 "Territory" means the territory stated in the Software Order Form or the Acceptance Form or if not such document exists, the Territory where Partner is authorized to resell.

1.20 "Third Party Software" means (i) any and all software products and content licensed to Licensee under this Agreement as specified in the Software Order Form or the Acceptance Form, all as developed by companies other than SAP, SAP AG, Business Objects Software Limited and/or any of their affiliated companies and delivered to Licensee hereunder; (ii) any new releases thereof made available through unrestricted shipment pursuant to an SAP support service; and (iii) any complete or partial copies of any of the foregoing.

1.21 "Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

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The Parties hereby acknowledge that the Licensee is familiar with the essential functions and operational characteristics of the Software subject to the Software Order Form between the Parties. The Licensee shall bear the risk as to whether the Software meets its needs and requirements not specified in this Agreement. In cases of doubt, it is advised, that the Licensee obtains further information from SAP or third party experts prior to entering into a contract. Such questions of the Licensee shall be submitted to SAP in writing.

3. LICENSE GRANT

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3.1.1 Subject to Licensee's compliance with all the terms and conditions of this Agreement, SAP grants to Licensee a non-exclusive, perpetual (except for subscription based licenses) license to Use the Software, Documentation, and other SAP Materials at specified site(s) within the Territory to run Licensee's and its Affiliates' internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations, unless terminated in accordance with Section 5 herein. This license does not permit Licensee to: (i) use the SAP Materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training) other than to Affiliates (subject to Section 2.2); (ii) lease, loan, resell, sublicense or otherwise distribute the SAP Materials, other than distribution to Affiliates (subject to Section 2.2); (iii) distribute or publish keycode(s); (iv) make any Use of or perform any acts with respect to the SAP Materials other than as expressly permitted in accordance with the terms of this Agreement; (v) use Software components other than those specifically identified in the Software Order Form or the Acceptance Form, even if it is also technically possible for Licensee to access other Software components. Business Partners may Use the Software only through screen access and solely in conjunction with Licensee's Use and may not Use the Software to run any of Business Partners' business operations. Use of SAP Enterprise Service Definitions is limited to the Use of such definitions to directly invoking and/or receiving the corresponding SAP Enterprise Service that such definitions describe.

3.1.2 Licensee agrees to install the Software only on information technology devices (e.g. hard disks or central processing units) identified by Licensee pursuant to this Agreement that has been previously approved by SAP in writing or otherwise officially made known to the public as appropriate for Use or interoperation with the Software (the "Designated Unit") and which are located at Licensee's facilities and are in Licensee's direct possession. Where SAP has agreed in writing, the information technology devices may also be located in the facilities of an Affiliate and be in the Affiliate's direct possession. Licensee must hold the required licenses as stated in the Use Terms for any individuals that Use the Software, including employees or agents of Affiliates and Business Partners. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system. If Licensee receives licensed Software that replaces previously licensed Software, its rights under this Agreement with regard to the previously licensed Software end when it deploys the replacement Software for Use on productive systems. At that time, Licensee shall comply with Section 8.2. of this Agreement with respect to such previously licensed Software.

3.1.3 The usage rights of the Licensee on the software will effectuate, when it receives the Software. If it does not receive the Software on the basis of its first order (for example, when software is supplied in the course of remedy or maintenance work) these rights shall apply from the time that the Licensee stores the programs on a hard disk or processes them in a CPU. As soon as the Licensee uses the new programs productively, its usage rights shall expire with regard to the previously supplied and now replaced programs.

3.1.4 Any use of the programs, which extends beyond the provisions of this Agreement, shall require the written consent of SAP. If the Licensee extends its use without having first obtained such written consent, -and if the case is not remedied within the period defined in SAP's written notice- SAP may at any time revoke the Licensee's rights of use.

3.1.5 The accessing of the Software by more than one person using one and the same defined user shall constitute a breach of this Agreement and this applies also in respect of users indirectly accessing the Software through using one and the same defined user.
It is also considered a breach of this Agreement if it is established through the modifications and / or deletions of the user records in the Software that the Licensee has used the Software in excess of the license quantities or levels stated in the Software Order Form in any given point in time.

3.1.6 The terms and conditions of this Agreement relative to "Software" apply to Third Party Software except as otherwise stated in the Software Use Rights Schedule.

3.2 Affiliate Use. Affiliates' Use of the Software, Documentation and other SAP Materials to run their internal business operations as permitted under Section 2.1.1 is subject to the following: (i) the Affiliate agrees to be bound by the terms set out herein; and (ii) a breach of this Agreement by Affiliate shall be considered a breach by Licensee hereunder. If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services with SAP AG, any SAP AG affiliate (including SAP) or any other distributor of SAP software, the Software shall not be Used to run such affiliate's or subsidiary's business operations and such affiliate or subsidiary shall not receive any support services under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

4. TRANSFER TO THIRD PARTIES.
The Licensee may only transfer the software to third parties by reselling them (i.e. not by rental or any form of leasing) and only by terminating its own use at the same time.

The following conditions shall apply for a valid Software transfer:

- All of the SAP user licenses acquired by the Licensee from SAP shall be transferred, partial transfer of the licenses and modification of the user categories are not allowed.
- The license fees as well as the maintenance fees for the transferred user licenses have been fully paid by the Licensee.
- The new end user undertakes to use the transferred licenses and to pay the maintenance fees for such licenses in accordance with the SAP's General Terms and Conditions and maintenance Schedule valid at the time of the transfer.

Further condition is, that prior to passing on the software, the Licensee must obtain written approval from SAP, which shall not be unreasonably refused. When the Licensee applies for such approval, it shall also supply to SAP a full proof written declaration from the purchasing party on the acceptance of then current SAP's contractual conditions for use. The new end user shall not be entitled to exercise its contractual rights of use until the Licensee provides SAP with a written assurance, that it has passed on all of the original program copies to the third party and that it has deleted all its copies of the programs it created.

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SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures, which may include on-site and/or remote audit) the usage of the SAP Materials. Licensee shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Licensee underpaid license fees and/or SAP Support fees to SAP and/or (ii) that Licensee has Used the Software in excess of the license quantities or levels stated in the Software Order Form or the Acceptance Form, Licensee shall pay such underpaid fees and/or for such excess usage based on SAP List of Prices and Conditions Software and Support governing use in effect at the time of the audit, and shall execute an additional Software Order Form or an Acceptance Form in accordance with the terms of this Agreement to affect the required licensing of any additional quantities or levels. Reasonable costs of SAP's audit shall be paid by Licensee if the audit results indicate usage in excess of the licensed quantities or levels. SAP reserves all rights at law and equity with respect to both Licensee's underpayment of License fees or SAP Support fees and usage in excess of the license quantities or levels. SAP may delegate to Partner or request Partner to perform any of the rights listed under this Section.

6. TERM.

6.1. Term. This Agreement and the license granted hereunder shall become effective unless otherwise provided on the Acceptance Form's effective date and shall continue in effect thereafter unless terminated upon the earliest to occur of the following: (i) thirty days after Licensee gives SAP written notice of Licensee's direction to terminate this Agreement, for any reason, but only after payment to the Partner of all License fees then due and owing; (ii) thirty days after SAP gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Sections 6, 10 or 11, which breach shall result in immediate termination), including more than thirty days delinquency in Licensee's payment of any monies owed to Partner, unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors. For the avoidance of any doubt, termination of the Agreement shall strictly apply to all licenses under the Agreement, its appendices, schedules, addenda and order documents and any partial termination of the Agreement by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents.

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SAP shall not apply if the alleged infringement or misappropriation results from Use of the Software in conjunction with any other software, an apparatus other than a Designated Unit, failure to use an update provided by SAP if such infringement or misappropriation could have been avoided by use of the update, or unlicensed activities. This obligation of SAP also shall not apply if Licensee fails to timely notify SAP in writing of any such claim. SAP is permitted to control fully the defense and any settlement of any such claim as long as such settlement shall not include a financial obligation on Licensee. In the event Licensee declines SAP's proffered defense, or otherwise fails to give full control of the defense to SAP's designated counsel, then Licensee waives SAP's obligations under this Section 8.1. Licensee shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP. SAP expressly reserves the right to cease such defense of any claim(s) in the event the Software is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. SAP may settle any claim on a basis requiring SAP to substitute for the Software alternative substantially equivalent non-infringing programs and supporting documentation. Licensee shall not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Software that is prejudicial to SAP's rights.

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10.3.The Parties hereby agree, that the prices in the Software Order Form were determined with respect of the above limitation of liability, thus Article 314. (2) of the Hungarian civil Code is applicable to this Agreement.

11. CONFIDENTIALITY.

11.1. Use of Confidential Information. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

11.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

11.3 Confidential Terms and Conditions; Publicity. Licensee shall not disclose the terms and conditions of this Agreement to any third party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that SAP may use Licensee's name in customer listings or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, SAPPHIRE participation). SAP will make reasonable efforts to avoid having the reference activities unreasonably interfere with Licensee's business.

12. ASSIGNMENT. Licensee may not, without SAP's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the SAP Materials or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may assign this Agreement to any of its affiliates.

13. DATA PROTECTION.

13.1 Each party will carry out its obligations under the Agreement in accordance with the relevant provisions of the Hungarian Data Protection Act (Act LXIII. of 1992) and any other legislation applicable to data protection in Hungary. To the extent that SAP exports or processes Licensee's personal data outside the European Economic Area (EEA), it will ensure any such processing or export shall be on terms equivalent to those herein and SAP shall enforce such terms against the relevant subcontractors.

14. GENERAL PROVISIONS.

14.1 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

14.2 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

14.3 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

14.4 Regulatory Matters. The Software, Documentation and SAP Materials are subject to the export control laws of various countries, including without limit the laws of the United States and Germany. Licensee agrees that it will not submit the Software, Documentation or other SAP Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Software, Documentation and SAP Materials to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Software, Documentation or other SAP Materials by Licensee and/or its Affiliates.

14.5 Governing Law; Limitations Period. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of Hungary, without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Hungarian law, rules, and regulations, the Hungarian law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties undertake to settle all disputes in an amicable fashion through negotiations. The Parties agree that for disputes not settled through such negotiations, that are arising from or in connection with the present Agreement, 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.

14.6 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth in any Software Order Form. Where in this section 13.6 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

14.7 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

14.8 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures.

14.9 Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Acceptance Form (ii) the Schedules; (iii) the Use Terms; and (iv) the EULA; and (v) the Software Order Form.