

GENERAL TERMS OF CONTRACT for electronic Service Contracts

These General Terms of Contract (referred to as: **GTC**) shall include the terms and conditions of contract for Mobile Engine Ltd. (referred to as: **Service Provider**) Service Contracts, concluded electronically, and effective from May 1, 2010. The Service Provider shall inform the Customers of the effective GTC, its effective date, amendment or possible revoking on its website as specified in Section 1.3.24./ of the GTC/.

1./ Service Provider's Data, Definitions

1.1./ Service Provider's Name and Address

Hungarian Name: Mobile Engine Korlátolt Felelősségű Társaság

English name: Mobile Engine Ltd.

Registered seat: H-1122 Budapest, Városmajor street 74.

Tax number: 13473781-2-42.

Registered under number 01-09-954328

1.2./ Contact Information For The Service Provider's Customer Service

The Service Provider operates a customer service desk, which is available electronically or by phone for providing information to Customers, for managing customer reports, and for investigating and remedying complaints. The Customer may use the following customer service contact information for sending declarations on the performance of the Service to the Service Provider in writing by fax or by electronic mail:

e-mail: customerservice@mobilengine.com

Telephone: + 44 208 133 2073

Fax: +36 1 200 0061

During business hours: between 9 AM and 6 PM (Central European Time, GMT+1)

1.3./ Definitions

For the purpose of the GTC, the following definitions shall have the following meanings:

1.3.1./ Aggregated Report: An analytical or summary document containing analysis of the database generated as a result of the Mobil Engine Application, in a customised numerical document format, transferable through various communication channels. The Crystal Reports application will be required for making Aggregate Reports.

1.3.2./ Hardware: All computers, peripheral devices, and physical interfaces.

1.3.3./ Information System: All Hardware and Software used by the Service Provider for performing the Service and the Reduced Service, other than the personal and physical criteria to be provided by the Customer for using the Service and the Reduced Service.

1.3.4./ Customer: The user of the Service pursuant to the provisions of the Service Contract, a Customer shall be classified as a business pursuant to Article 2 t) of Act CVIII of 2001 on Electronic Commerce and on Information Society Services.

1.3.5./ Result Data: Data received from the Mobile Forms completed with the help of the database's Mobile Client; such data may be viewed on the online interface generated by

the Information System or may be exported into a summary Excel spreadsheet as an Aggregate Report.

- 1.3.6./ Individual Service Contract:** An agreement for the Service concluded between the Customer and the Service Provider, in which the provisions of the GTC must be applied.
- 1.3.7./ Party/Parties:** The Service Provider and the Customer shall be referred to together as **Parties**, while either of them, not specifically named, shall be referred to separately as a **Party**.
- 1.3.8./ Guaranteed Service Period:** The period between midnight to midnight on business days.
- 1.3.9./ Special data:** Data indicating racial origin, national or ethnic minority, political opinion or party sympathy, religious or any other ideology, membership in an interest representation organisation, health conditions, harmful addiction or sexual life, as well as criminal personal data;
- 1.3.10./ Shutdowns:** The Information System's Extraordinary shutdown, its Scheduled regular and Scheduled non-regular shutdown.
- Extraordinary shutdown:** Any Shutdown in which the Service Provider partly or fully stops the operation of the Information System, with a simultaneous notice sent to the Customer due to any security event (including, but not limited to, virus attack, intrusion attempts through an external or internal connection) that imposes major risk with respect to data security or when a part of or the entire Information System shuts down in non-regular fashion. The Service Provider shall be exempted from the notification obligation specified in this point if it is impossible to perform this notification obligation due to any defect of the Information System or if performing the notification obligation imposes a risk on the Information System or the security of stored data.
- Scheduled regular shutdown:** Any Shutdown when the Service Provider shuts down the entire Information System or part thereof at a predefined time, with notification to the Customer, for maintenance purposes, on a recurring basis, for a period of 4 hrs. Scheduled regular shutdowns may take place on 2 occasions a month, and may not last for more than 4 hrs on each occasion.
- Scheduled, non-regular shutdown:** Any Shutdown when the Service Provider shuts down the entire Information System or part thereof at a predefined time with advance notice sent to the Customer, for the purpose of maintenance, for a predefined period. The Service Provider shall notify the Customer of any Scheduled, non-regular shutdown 15 days prior to such commencing. Scheduled, non-regular shutdowns may not last for more than 5 business days on each occasion. The Customer shall not be obliged to pay any Subscription Fee for the period of a Scheduled, non-regular shutdown.
- 1.3.11./ Mobilengine Application:** Mobilengine Software that runs on the Customer's PDA devices and the Service Provider's Information System, which implements database engine and database evaluation functions, developed and customised for the purposes of the Customer with any interoperable general Software (operating System, database engine system, development device(s), interfaces, etc.). The Mobilengine Application consists of two components: the Mobile Client (which runs on the Mobile User's PDA device), and the Customer's Client, which is accessible with the Internet browser specified in the GTC.
- 1.3.12./ Mobile User:** A natural person specified by the Customer, who is in a legal – including in particular employment contract, assignment contract, business contract or commercial agent contract – relationship with the Customer for performing any activity or work, or for generating a result, and in relation to whom the Customer shall act as a cash guarantor towards the Service Provider for any damages his/her conduct may cause. Mobile Users shall be entitled to use the Mobilengine Application directly, in compliance with the rights and limitations specified in Annex 1 to the GTC.

- 1.3.13./ Mobile Client:** Mobilengine Software that runs on PDA devices, which may only be installed on one PDA device with a given activation code.
- 1.3.14./ Mobile Form:** An electronic interface deployed within Mobile Client on the basis of Reference Data in line with the Customer's requirements, which assists data entry into the database.
- 1.3.15./ PDA (Personal Digital Assistant) device:** Hardware, a handheld computer required for the use of the Mobilengine Application, which runs a Windows Mobile operating system and also functions as a mobile phone. The manufacturer of the PDA device shall be responsible for warranty and guarantee obligations concerning the device. Minimum system requirements for a PDA device: 400 Mh processor, 128 MB RAM, and the PDA device must also have accessories as required by the Customer (e.g., camera, GPS).
- 1.3.16./ Reference Data:** The Customer's business data, provided to the Service Provider electronically for developing Mobile Forms, and specifying the Service.
- 1.3.17./ Availability:** The Availability period within the Guaranteed Service Period shall be the scheduled annual Availability ratio of the Service within the Guaranteed Service Period (expressed as a percentage), indicating the ratio between the actual availability of the specific Application and the nominal availability expressed in percentage.
 Calculation: $R\% = ((T_{gsi} - Tr_1) / T_{gsi}) * 100$
 where:
 R% is the Availability expressed in percentage
 T_{gsi} is the Guaranteed Service Period
 Tr_1 is the Extraordinary shutdown time
- 1.3.18./ Implementation of the Mobilengine Application:** Developing the Service according to the Customer's requirements in writing by the confirmed specification, which involves defining the format and substance of (i) Mobile Forms, (ii) Aggregate Reports, and uploading (iii) Reference Data. As part of the Service the specifications approved in writing by the Customer and the Mobilengine Application Implementation. only two iteration round contains the preparation Mobile Forms and or the Aggregate Reports .Further iteration rounds, not attributable to the Service Provider always considers new Mobilengine Application implementation. More than two Mobilengine Application Implementation considers a new iteration round which is expects fee from the Customer. The fee is valid as specified in the Service Contract.
- 1.3.19./ Statistics:** Aggregated data associated with the Customer's Mobilengine Application.
- 1.3.20./ Intellectual property:** All know-how and products generated at the Service Provider, which Act C of 2000 on Accounting classifies as intellectual products.
- 1.3.21./ Personal data:** Any data associated with a specific (identified or identifiable) natural person (referred to as: **subject**) or conclusions drawn from data about a subject. In the course of data retention, personal data shall remain such as long as any relationship with the subject may be restored. A person shall be identifiable in particular if s/he may – either directly or indirectly – be identified on the basis of a name, an identification code, one or more physical, physiological, mental, economic, cultural or social characteristics.
- 1.3.22./ Software:** Computer programs (with input and output format, source and object codes, program lists, data models and flowcharts), and related descriptions, narrative explanations, guidelines, operational instructions and support documents. The concept of a Software includes data media on which such programs and documentation are recorded, including any permitted copy, correction, upgrades and newer versions of the specific programs. Unless the GTC expressly provides for otherwise, the concept of a Software

involves any device, translation, completed amendment, updates, new versions and other changes that facilitate use.

- 1.3.23./ **Service Fee:** The sum of the Subscription Fee and the Mobilengine Application Specification Fee.
- 1.3.24./ **Service Provider's Website:** <http://www.mobilengine.com>
- 1.3.25./ **Service Contract:** The Individual Service Contract, as well as the GTC and its annexes.
- 1.3.26./ **Remote Desktop Access:** Error checking and troubleshooting mode based on an Internet connection, which may be applied subject to the Customer and the Mobile User's permission, and to installing the Required Software.
- 1.3.27./ **Customer's Client:** An online interface for viewing reports received from the PDA device, preparing and editing statements, and uploading Reference Data.
- 1.3.28./ **Electronic Payment:** refers to the process whereby the Customer directly buys the Service from the Service Provider (without an intermediary) in an electronic manner.
- 1.3.29./ **Electronic Payment Provider:** offers Customers online services for accepting Electronic Payment through a variety of payment methods including credit card, bank-based payments such as direct debit, bank transfer, and bank transfer based on online banking (eg: Paypal, Barclaycard...)
- 1.3.30./ **Recurring Payment:** refers to the payment method in which the Customer provides advance authorization to the Service Provider to collect money from the Customer's Account on a regular, sporadic or irregular basis in accordance with the agreement with the electronic payment service provider.
- 1.3.31./ **Service Provider:** the company called: Mobile Engine Ltd.

2./ Establishing a Service Contract

2.1./ The Service Contract shall be established with the confirmation (referred to as: **Confirmation**) sent by the Service Provider to the Customer electronically following the receipt of an electronic message by the Service Provider (referred to as: **Order**), created by the Customer electronically in compliance with the required contents of the Individual Service Contract and sent to the Service Provider. The Service Contract shall be concluded in Budapest. If the contents of the Confirmation are different from the Order, then Service Contract is not established, and the Confirmation with different contents does not constitute a new proposal either. The Service Contract shall not be considered a written contract. The Service Provider shall not be obliged to register the Service Contract, and make it available to Customer subsequently. By accepting the Individual Service Contract, the Customer also declares the acceptance of the GTC, and therefore, the Individual Service Contract and the GTC together and exclusively regulate the contents of the Service Contract (referred to as: **Service Contract**). Unless the GTC provides for otherwise, the Service Contract shall be established for an indefinite period. A Service Contract may be established for the use of (i) the Service, or (ii) a Reduced Service. If the Service Contract is established for the performance of the Service, then the performance of the Service shall commence when a monthly Service Fee is paid to the Service Provider.

2.2./ Amendment of the Service Contract

2.2.1./ Amendment of the Individual Service Contract

To the extent this is permitted on the Service Provider's Website, the Individual Service Contract may be amended in compliance with the provisions of Section 2.1./ of the GTC.

2.2.2./ Amendment of the GTC

The Service Provider shall retain the right to unilaterally amend the GTC and any annexes thereof, based on its own decision, within the framework of the effective legal regulations, at any time. Unless the GTC provides for otherwise, the Service Provider shall notify the Customer of the planned amendment of the GTC via e-mail, not later than 30 calendar days prior to the planned amendment of the GTC. The Service Provider shall not be obliged to notify the Customer of the planned amendment of the GTC in advance, if they need to be amended due to the enhancement of the Service, and the amendment does not affect the GTC applicable to the Service, or if as a result of the amendment, only the Service Fee, or any component thereof, is reduced.

2.3./ Changes in the Customer's data

The Customer must notify the Service Provider of any change taking place in its data by modifying the Order within 8 days from the change. The Customer must notify the Service Provider in writing of any liquidation, final settlement or bankruptcy procedure launched against it immediately after the procedure has started. The Customer shall be liable for compensation of any damages arising from the failure to perform this obligation, and the Service Provider does not assume any responsibility for any damage arising thereof.

3./ Description of the Service

3.1./ The Service Provider's activity shall be aimed at creating a database defined under Article 60/A of Act LXXVI of 1999 on Copyright by using its own Information System and the Mobilengine Application, whereby the Service Provider classifies the Result Data provided by the Customer in the database according to the Customer's requirements and prepares Statistics and/or Aggregate Reports from them as required and makes them available to the Customer electronically during the existence of the Service Contract. Pursuant to the provisions of the Service Contract and during its term, the Customer shall be granted access to a specific part of the Service Provider's Information System, more specifically, the Mobilengine Application and the Customer's Client, through which the Customer may register Mobile Users based on written permission to be obtained by the Customer, with a Mobile Client or Customer's Client access right (referred to as: **Service**). Prior to the start of the performance of the Service, the Service Provider shall agree to specify the Mobilengine Application in cooperation with the Customer, whereby the Service Provider is to specify (i) 10 Mobile Forms, and (ii) 10 Aggregate Reports, as well as the format and contents of the Statistics. The Service Provider shall agree to specify any Mobilengine Application, other than those specified above in exchange for a fee. With the help of the Mobilengine Application, the Customer may specify the Mobilengine Application itself. The database created during the performance of the Service shall be generated by the Service Provider. Place of performance of the Service: Budapest.

3.2./ Terms And Conditions Required For The Use Of The Service

3.2.1./ The economic and legal prerequisites of the performance of the Service shall include the conclusion and existence of the Service Contract and the payment of the Service Fees.

3.2.2./ The Customer must provide the following Hardware and Software, required for the use of the Service, at its own cost:

- a./** Personal computer with Internet access and Software required for the use of the Service (with the exception of the Mobilengine Application), and
- b./** a PDA device with Internet access for all Mobile Users and the Software required for the use of the Service (with the exception of the Mobilengine Application).

If the PDA device is not suitable for using the Service, then the Service Provider shall not be liable for the Service being error free. In order to use all the functions available under the Service, there may be need for applying GPS, camera or other accessories either installed or externally attached to the PDA device. The Customer must provide such accessories, ensuring that they are suitable for the use of the Service.

The Customer must allow the Service Provider to set up the Hardware devices required for the use of the Service with remote access, at a time previously agreed by the Parties. The Customer must maintain the operation of any Hardware devices installed or provided for use by the Service Provider during the effective term of the Service Contract, and must also cooperate with the Service Provider in relation to the elimination of any fault.

The Customer must ensure the adequacy of the Software required for the error free operation of the Service on its own Hardware and guarantee that such Software does not violate the rights of any third party. The Service Provider shall not be liable for any damages arising from any Software unsuitable for the use of the Service. The Mobilengine Application shall operate free of errors if at least the following Software requirements are met:

In order to use the Mobile Client, Windows Mobile 6.0 or later operating system must be run on the PDA device. The Customer's Client shall be accessible with the following browsers: Mozilla Firefox 3, Internet Explorer 7 or Opera 9 (or later versions thereof). Microsoft Silverlight, a Software of Microsoft Corp., which can be downloaded free of charge, shall be another necessary requirement for the use of the Service provided by the Service Provider. If the required components for using the Software change, the Service Provider shall notify the Customers and Mobile Users on its Website 20 days prior to the change.

3.2.3./ Mobile Users' suitable computer skills shall be personal requirement for using the Service.

3.3./ Data Protection

The Customer may use the Service only within the framework provided by the law and the data protection regulations forming Annex 1 to the GTC. The Customer shall be responsible for any unlawful use of the Service. The Customer may not affect the quality of the Service in any way, unless the GTC provides for otherwise. The Customer must allow the Service Provider to check the Customer's data management activities.

The Service Provider shall respect the fundamental constitutional right to the protection of Personal Data and Special Data, and therefore, during the use of the Service, the Service Provider shall protect Personal Data, Special Data, as well as Reference Data in the way specified in legal regulations, without disclosing them to any third party.

The Customer shall give its consent to the Service Provider using, aggregating and accumulating data applicable only to the Customer, generated during the use of the Service as Aggregate Reports or Statistics, whereby the Service Provider must protect the Personal Data and Special Data while they are being used, without disclosing them to any third party other than those specified in legal regulations for mandatory data disclosure.

The Customer shall give its consent to the Service Provider storing on its own server the Aggregate Reports and Result Data generated during the use of the Service and forming the Service Provider's Intellectual Property, for the purpose of operating, using, and developing the Service, and for

statistical and marketing purposes even after the cessation of the Service Contract and the deletion of the data by the Customer.

The Customer shall agree to inform the Mobile Users it registers about data protection and the method of using data, and the Customer will be responsible for any damages arising from the violation of this provision.

The Customer shall give its consent to the Service Provider indicating the Customer's name in its list of reference customers, whereby the Service Provider may not disclose any data suitable for individual identification to any third party.

3.4./ Data Security

3.4.1./ The security of Personal and Special Data, Reference Data and Result Data managed by the Service Provider, and the confidentiality of the communications transmitted using the Internet are vulnerable to various computer attacks and abuse. Such abuses include in particular:

- a./ computer viruses, which may lead to the infringement or destruction of Personal and other Data the Service Provider stores,
- b./ computer intrusion, during which unauthorised parties may have unlawful access to, change or disclose to the public, the personal and other data stored by the Service Provider,
- c./ computer hacking, during which unauthorised parties may detect the contents of communication transmitted over the Internet.

Both the Service Provider and the Customer must take all reasonably expected technical and organisational measures to reduce and eliminate the threats indicated above. The Service Provider shall apply adequate organisational and technical (IT) measures to protect the data it manages against unauthorised access or use. Within the scope of data security, data may be operated only by individuals who are granted adequate access rights to the Information System in which data are managed. Adequate access rights are an access authorisation, the scope of which is in line with the so-called "need to know" principle, according to which a Mobile User may have access only with such a scope that is absolutely necessary for performing work, and such access is granted only to people whose job responsibilities include the management and processing of data.

3.4.2./ Security Measures Taken By The Service Provider

The Service Provider shall store and keep all data made available to it on computers at a secure location. The Service Provider shall protect the data stored on its computers against unauthorised access, alteration, disclosure, deletion, violation or destruction with a firewall system and antivirus programs.

In addition, data security shall also include the logging of user transactions performed on the Information System that also manages personal data. The log's detail level (the transactions included in the log) may differ by system, and its purpose shall be to facilitate the identification of responsibility in the case of any abuse. The Service Provider shall check log files regularly.

3.4.3./ Security Measures To Be Implemented By The Customer

The Customer must take all reasonable efforts to protect its data, including especially the login identification code and password (code) required for using the Service as provided by the Service

Provider. The Customer shall be liable for any event and activity that takes place with the use of its login ID code and password (code).

3.5./ Quality of Service

The Service Provider shall perform the Service free of errors, provided the Availability it achieves with respect to the Service Provider's Information System:

- a./ shall reach 95 % annual average during the Guaranteed Service Period, and
- b./ shutdowns take place as described in the GTC.

The Customer must notify the Service Provider, if it comes across any disorder during the operation of the Mobilengine Application. In order to restore the Service, the Customer must provide Remote Desktop Access to the Hardware device.

3.6./ Data Entry

The Service Provider shall not be liable for any incorrect data entry by the Customer, regardless of whether or not such incorrect data entry took place at the time the Service Contract was established or during the use of the Service. The Customer must immediately rectify any incorrect or false data provided when the Service Contract was established with the help of the Customer's Client. The Customer shall be liable for any damages caused by incorrect or false data provided at the time the Service Contract is established.

In the course of using the Service, the Customer and the Mobile User may refrain from entering any data or information into the Information System, which

- a./ may deteriorate or deteriorates the quality of the Service or
- b./ imposes a risk or violates the security of the Service, including any data or information or
- c./ violates anybody's intellectual property related rights (Intellectual Property).

The Customer and the Mobile User shall have joint and several liability for violating the provisions of this section. The Service Provider shall be entitled to delete any data entered into the Information System in violation of this section's provisions.

4./ Service Fees

4.1./ Subscription Fee

The Subscription Fee shall be a fee accepted by the Customer in the Individual Service Contract, which is contained in Annex 2 to the GTC (referred to as: **Monthly Subscription Fee**). The Customer must cover all expenses incurred during the use of the Service (e.g. roaming charges, data traffic charges, human resource expenses, Hardware defects). The Customer must pay the Subscription Fee on a monthly basis always on the same day of the month in which successful registration took place. The Service Provider shall store and keep all data made available on computers at a secure location in relation to the sign up procedure.

4.2./ Mobilengine Application Specification Fee

The Mobilengine Application Specification Fee shall be the amount that is stated in Annex 2 to the GTC (referred to as: **Mobilengine Application Specification Fee**).

4.3./ Common Rules Applicable To The Service Fees

4.3.1./ Modification Of The Service Fees

The Service Provider may modify the Service Fees unilaterally. If the Service Fees increase, the Service Provider shall provide the right of termination to the Customer as specified in Section 7.1.2./ of the GTC.

4.3.2./ Due Date And Payment Of The Service Fees

The monthly Service Fees shall always be due on the same day of the month as the one in which successful registration took place. The Customer must cover all costs related to the payment of the Service Fee.

Unless the Service Provider otherwise instructs in writing, the Customer must pay the Service Fees and charges as stated in point 1.3.28 and 1.3.29. The Service Fees and charges shall be paid on the date when the bank managing the Service Provider's bank account, authorises the Service Fees and charges on the Service Provider's bank account. By purchasing the Service the Customer agrees to allow the Service Provider to place the Customer account on a recurring payment (Recurring Payment). Customer grants Service Provider permission to charge the Customer for any and all services provided by the Service Provider until the termination of the Service Contract. By accepting the Individual Service Contract and the GTC the Customer also declares the acceptance of the GTC of the Electronic Payment Provider.

4.3.3./ Invoicing Of The Service Fees And Charges

The Service Provider shall issue an invoice on the Service Fees to the Customer in English (language) each month. The Service Provider shall send invoices to the Customer electronically.

5./ Legal Consequences Of Breach Of Contract

5.1./ Default Interest

In case of defaulting on the payment of the Subscription Fee or the Mobilengine Application Specification Fee, the Customer must pay a default interest to the Service Provider for the period of such default, whose rate shall be the FED prime rate specified for USD at the time plus 7 % based on the amount in default.

5.2./ Suspending and Limiting The Service

The Service Provider may suspend or limit – depending on the choice of the Service Provider - performing the Service, with simultaneous notice sent to the Customer, if in case of

- a./ the Customer defaults on the payment of the Service Fees and charges for more than fifteen days;
- b./ the Customer influences the quality of the Service in any way that is not permitted, or
- c./ the Customer violates any material provision of the Service Contract, including the Data Protection Regulations in particular.

During any period of suspended or limited Service, the Service Provider shall not be obliged to perform the Service, although the Service Contract remains effective. The Service shall be suspended or limited until the third business day following the elimination of the cause that triggered suspension or limitation or the termination of the Services legal relationship. During any period of Service suspension, and the limitation, the Customer must pay liquidated damages to the Service Provider in an amount equal to the Subscription Fee. If there are two or more Service Contracts between the Customer and the Service Provider, then in the case of any breach of contract related to the Service as listed above, the Service Provider may suspend or limit the Service with regard to all Service Contracts.

Should the above situation (5.2/a, b, c) changes or be resolved the Service Provider charges fee for unlimited resume of the Service. The amount of this fee consist of the Service Provider's verified costs and the once Service switch off fee. The Service Provider defines the fee of the Service reconnection as a minimum amount of HUF 50,000.

5.3./ Service Contract Termination Effective Immediately

The Parties may terminate the Service Contract effective immediately under the provisions of GTC Section 7.1.1.

6./ Limitation Of The Service Provider's Compensation Liability

6.1./ The Service Provider shall not be obliged to compensate any damages, or a part thereof, which is the result from the fact that the Customer did not act to eliminate or reduce damages as it would have been generally expectable in the particular situation. To perform damage prevention and damage mitigation obligation, the Customer shall agree to immediately notify the Service Provider if it learns that the Service Provider's Service does not work at all, or it does not work satisfactorily. The Service Provider shall not be liable for any damages and/or expenses occurring because the Customer fails to perform the above mentioned obligation at all or defaults on performing the obligation.

6.2./ The Service Provider shall attempt to ensure the efficiency and continuity of the Service at all times. Based on the Service Contract, the Service Provider shall not be liable for any damages that occur as a result of any defect or inadequacy that is not in scope for performing the Service, including the destruction or delayed receipt of messages, and any consequential damages arising thereof.

6.3./ Liability for any activity that violates the security of the Information System (e.g. use and dissemination of viruses or other code words, Software), and other hacker activities shall rest only with the Party implementing such.

6.4./ The Service Provider shall not be liable for compensation if it is hindered in the performance of the Service Contract due to any circumstance beyond its control and its scope of operation (force majeure, including especially: natural disaster, fires, flooding, order of a regulatory authority, state of emergency, uprising, civil war, war, strike or similar termination of work).

6.5./ The Service Provider shall not be liable for any damages arising from the use of the Service contrary to the provisions of the GTC.

6.6./ If the Customer incurs any damages due to the defective performance of the Service – taking the particularly favourable pricing of Service Fees into consideration – the Service Provider shall be liable up to the amount of the monthly Subscription Fee applicable at the time of occurrence of the damage.

6.7./ The Service Provider shall not be liable for any damages arising from access to the contents of data stored on PDA devices by any third party if the device is lost, stolen or destroyed.

6.8./ Setting how frequently Mobile Clients are to be synchronised shall be the Customer's responsibility and task. The Service Provider shall not assume any responsibility for any additional costs of data traffic generated by excessively frequent synchronisation.

6.9./ The Service Provider shall not be held liable for the conduct of any third parties. The Service Provider shall not be liable for any defect of the Software involved in using the Service nor for damage to other Software or databases which the Software may cause nor for the downloading of the Software for a specific period or in a specific manner nor for the termination of the download option.

7./ Cessation And Termination Of The Service Contract

7.1./ This Service Contract shall cease

- 7.1.1./** through termination effective immediately,
- 7.1.2./** through termination due to the Service Provider's unilateral amendment of the Service Contract,
- 7.1.3./** through ordinary termination, and
- 7.1.4./** through the dissolution of either Party without a legal successor.

7.1.1./ The Service Contract shall cease simultaneously with immediately effective termination being communicated.

7.1.1.1./ The Service Provider may communicate immediately effective termination to the Customer

- a./** if the Customer or the Mobile User violates any significant provision of the Service Contract, including especially the following cases:
 - a.a./** the Customer repeatedly or significantly hinders the as intended operation of the Service Provider's Information System,
 - a.b./** the Customer hinders or imposes a risk on the as intended operation of the Service Provider's network and Information System, and the Customer fails to stop this conduct despite of being warned about its legal consequences,
 - a.c./** the Customer does not allow the Service Provider to perform the checks required for the troubleshooting and eliminating any defect, either reported or detected by the Service Provider, even after being warned about the legal consequences,
 - a.d./** the Customer fails to pay the Service Fee, or any component thereof even after receiving two warnings about the legal consequences in writing by electronic means, unless the amount of the outstanding Service Fee does not exceed USD.

b./ The Customer is subject to an effectively ordered bankruptcy or liquidation procedure,

c./ The Service has been suspended for more than 60 days.

7.1.1.2./ The Customer may send a termination notice with immediate effect to the Service Provider if the Service Provider, due to any reason, other than force majeure,

- a./ does not perform the Service for 60 consecutive days despite the Customer's written order, or
- b./ performs the Service defectively for two consecutive months.

7.1.2./ If the unilateral amendment of the Service Contract by the Service Provider

- a./ involves any significant component of the GTC (Sections 4.1./, 4.2./, 4.3.1./ , 4.3.2./ of the GTC), and
 - b./ the unilateral amendment is detrimental to the Customer,
- then the Customer may terminate the Service Contract in writing (via e-mail), with 15 days notice.

7.1.3./ The Parties may terminate the Service Contract established for an indefinite term with 30 (thirty) days notice in writing (via e-mail – only from the Customer's registered e-mail address - as officially assigned to one or more of the Customer's administrators) at any time and without any explanation. The notice period shall start on the day when the termination notice is communicated.

7.2./ Parties' Rights And Obligations In Case The Service Contract Is Terminated

If the Service Contract ceases due to any reason, then all the Customer's payment obligations arising from the Service Contract shall become due immediately.

Any further use of the Mobilengine Application shall violate the Service Provider's copyright.

8./ Reduced Service

8.1./ The Service Provider's activity shall be aimed at creating a database defined under Article 60/A of Act LXXVI of 1999 on Copyright by using its proprietary Information System and the Mobilengine Application, whereby the Service Provider sorts the Result Data provided by the Customer in the database according to the Customer's requirements and prepares Statistics and/or Aggregate Reports from them as required and makes them available to the Customer electronically during existence of the Service Contract (referred to as: **Reduced Service**).

8.2./ The provisions of this Service Contract shall apply to the Reduced Service with the following differences:

8.2.1./ The Purpose of the Reduced Service is to enable the Customer to understand the Service, and therefore, the Reduced Service shall be available free of charge. Concluding the Service Contract shall be a prerequisite for using the Reduced Service. If any Customer already used the Service, it is no longer entitled to use the Reduced Service.

8.2.2./ Pursuant to the provisions of the Service Contract and while it exists, the Customer shall be granted access to a specific part of the Service Provider's Information System, more specifically, the Mobilengine Application and the Customer's Client, through which the Customer may register Mobile Users based on written permission to be obtained by the Customer, with a Mobile Client or Customer's Client access right. The Reduced Service shall not include any advisory activity or the specification of the Mobilengine Application. The database generated during the performance of the Service shall be created by the Service Provider. The place of performance of the Service: Budapest.

8.2.3./ While using Reduced Service, the Customer may not use the Service Provider's customer service desk (GTC 1.2./).

8.2.4./ In case a Service Contract is established for the use of the Reduced Service, the Service Provider shall not be obliged to give information to the Customer about any planned amendments of the GTC.

8.2.5./ The Service Provider shall not be responsible for the quality of the Reduced Service (GTC 3.5./) as it is free of charge, therefore, in the case of Reduced Service, the Service Provider will not be responsible for the Guaranteed Service Period (GTC 1.3.8./) and Availability (GTC 1.3.17./).

8.2.6./ Section 6.6./ of the GTC may be applied to the Reduced Service, whereby the Service Provider's liability shall be fully excluded considering that the Service is free of charges.

8.2.7./ With the exceptions of Sections 1.1./, and 1.3./ – 1.3.8./ and 1.3.17./ of the Service Contract, the provisions of Section 2./ and its sub-sections, Section 3.2.2./ , 3.2.3./ , 3.3./ , 3.4./ and its sub-sections, Section 3.6./ , 5.2./, with the exception of sub-section a./, Section 7.1.1.1./ aa./, ab./, ac./, b./ and c./ , Section 7.2./ and Section 9./ and its sub-sections of the Service Contract shall apply to any Service Contract for a Reduced Service without any changes.

9./ Closing Provisions

9.1./ The Service Provider shall perform its notification and communication obligations associated with the Service Contract – with the exception of the payment order, suspension of Service and declarations for the termination of the Service Contract – if the Service Provider discloses the notifications and communications related to the Service Contract on its Website.

9.2./ The Customer must send all declarations related to the Service Contract to the Service Provider in writing, addressed to any of the Service Provider's addresses stated in Section 1.2./ of the GTC, also including e-mail in this case.

9.3./ The laws of the Republic of Hungary less any rules on the conflict of laws must be applied to the Service Contract, the Service Provider has not adopted any code of conduct. The Parties submit themselves to the exclusive competence of the duly authorised and competent court of the Republic of Hungary.

9.4./ Each provision of the Service Contract must be judged according to its substance regardless of where the provision was included in the Service Contract. This Service Contract was established in English.

9.5./ Tolerance by the Service Provider shall not rule out exercising any of its rights nor will it have the consequence of the Service Provider not being able to exercise its rights under this Service Contract later on.

9.6./ The scope of the GTC shall have no bearing on the scope of the Service Contracts concluded under the GTC that are effective before the effective date of the GTC, nor on Service Contracts not concluded electronically.

Annex 1.

Privacy Policy

(referred to as: the Policy)

1./ Preamble

1.1./ This Policy relates to the Service Contract's second attachment (made of the general contract terms and conditions (referred to as: **Terms and Conditions**) that is made between Mobile Engine Ltd. (address: 1071 Budapest Peterdy street 15., tax number: 13473781-2-42, company registration number: 01-09-954328, registered at the Capital State Court (as courthouse), referred to as: **Service Provider**) and the customer (Terms and Conditions 1.3.4./) The Policy contains undefined terms which are solely defined in the Terms and Conditions.

1.2./ The Policy's goals are (i) to define the Service (Terms and Conditions 3./) – also including the Reduced Service (Terms and Conditions 8./) – The Reference Data needed by the user (Terms and Conditions 1.3.16./) and the Original Data (Terms and Condition 1.3.5./) – the Reference Data and/or the Original Data is referred at times as **data** –relating to the handling of the customer and the requirements and guarantees concerning the Service Provider, in addition to (ii) determining the storage of Customer's Personal Data (Terms and Conditions 1.3.21./)

1.3./ If the Policy is actioned:

1.3.1./ Data protection: irrespective of the standard usage any action or collection of actions regarding the data, for example, collection, uploading, saving, storing, altering, usage, forwarding, making public, joining, deletion or the restriction of further usage. Data usage includes photographs, making a sound or picture recording as well as the saving of processes concerning personal identification (such as fingerprint or palm print, DNA sample, iris picture)

1.3.2./ Data handling: processes relating to data protection, regardless of the method, the machine used or the source of the data.

1.3.3./ Data handler: the person or legal entity or entity without legal rights, who, by the entrustment of the data protectioner uses the personal data.

1.3.4./ Made public: if the data is made available for anyone;

1.3.5./ Data deletion: data made unrecognisable in such a way that their reversal to original settings is not possible.

2./ Company profile

The Service Provider whilst carrying out the service – including the reduced service – only using Data Usage in terms of data protection. The Customer, whilst using the service is not entitled to change the IT system, in such a way that the Service Providers profile can be deemed as Data Usage. The Service Provider, within 15 days of ending the contract, will create the Reference Data and the Result Data Deletion.

3./ In relation to the usage of the Service – including the Reduced Service – the data protection rules which concern the customer.

3.1./ In the event of the Mobile User uploading Reference Data and Result Data to the IT System, or while Customer Data Usage is being carried out, it is essential to proceed taking into consideration the Hungarian or other appropriate national laws, with specific focus on the registration and consent giving laws. The Service Provider – taking into account the reduced fees for the Services (Terms and Condition 4.3./), and the request of Reduced Service (Terms and Conditions 8.2.5./) – absolutely relieves responsibility, as long as the Customer breaks the rules or harms the rights of the service, reduced service or those of a third party.

3.2./ Customer personal information – the Service rules which have been taken into account – can only be handed if (i) the Affected Party (Terms and Condition 1.3.21./) – with specific emphasis on the Mobile User (Terms and Conditions 1.3.12./) – gives their consent or (ii) the law, within the specific case, allows for this to happen. The Customer cannot handle Specific Data (Terms and Conditions 1.3.9./) or upload Specific Data to the IT system.

3.3./ Law for the common good – with the data theme explicitly specified – can require the Personal data to be made public. In all other cases the Making Public of the data requires the consent of the affected party. If in doubt, it must be presumed that the affected has not given their consent.

3.4./ The Affected Party with the consent of the Customer, in the confines of the written contract with the data handler, can give out specific data necessary to the contract. In such a case, this contract must contain all information, which the affected party is obliged to be aware of, especially the specificities of the data, the length of the Data handling, the use of the data, the forwarding of the data and the request for data handling. The contract must contain, in no uncertain terms, the signature of the affected party which gives consent to handling of their data.

3.5./ The Customer can only view Personal data for specified purposes, exercising law and fulfilling certain requirements. The Data usage must adhere to the goals at every stage. For the aim to become fulfilled, in terms of quantity and length only those personal data can be handled which is absolutely necessary for the data handling process.

3.6./ The customer can only forward personal information if, the affected party has given their consent, and/or every aspect of the appropriate law allows for this action to take place.

3.7./ Personal data from the country – regardless of the data carrier or the data carrying method – transferred to a data carrier in a third country can only be transferred (i) if the recipient explicitly agrees (ii) the law allows, and the in the third country data protection can be guaranteed to a specific degree.

3.8./ The Affected Customer can object to their personal data being handled if (i) the personal data is only needed for unspecified purposes (ii) the personal data is used solely for business use, market research or institutional research (iii) a the objection is allowed by law. The Affected party can go to court if they feel their rights have been affected.

3.9./ The Customer must guarantee to the affected parties, that (i) they can give a document containing personal information (ii) they can ask for their personal data to be edited, and as per the written law – delete, which per the request – assuming the affected parties reason is valid – the Customer must give the written response in the shortest time possible with a maximum of 30 days, within which it must be specified why it was declined, if that is/was the case. The Customer is required to alter all incorrect data.

3.10./ The affected party explicitly informs the Customer (as data handler) about their handled data arising from the contract, Customer data handling aims, the length, the Service Provider's (as Data handler) name, address and the action relating to the data handling and also how and for what goals do they receive (or received) the data. The Customer is required within 30 days to provide a written document, to which the Service Provider cannot deny an answer.

3.11./ It is necessary to delete personal data, if (i) its handling is illegal (ii) the affected party explicitly asks for such an action, or (iii) if it is incomplete or incorrect – and the situation cannot be rectified in a lawful manner - , as long as the law does not prohibit it, (iv) the aim of data handling has ceased to exist, or the data storage period has ended (v) the courts ordered it. All affected parties must be correctly informed of any actions regarding data handling. Informing such parties can only be waived if no personal rights are harmed during the process.

4./ Laws concerning the data storage of the Customer

4.1./ The Service Provider can proceed with the Service Contract creation, define its content, editing, its filling out, the arising fees and the attached requirements if it is certain that the Customer can provide Customer identification necessary personal data, encompassing address, tax number, company registration number. The Service Provider can amend the fees originating from the Service Contract above described data and the time of acceptance of contract, length of contract and location specific data. Furthermore, the Service Provider, in terms of giving a Service, can handle personal data which is technically necessary for providing that service.

4.2./ The Service Provider can alter the rules relating to the Service creation for a reason outside of that specified in 4.1./ - and especially increasing the effectiveness of the service, sending electronic advertisements to customers and market research – which can only happen with joint consent of the Customer.

4.3./ In point 4.1./ of the policy, the specified aims of the Personal data deletion of the Service Contract after the ending of the Service Contract. Data used as per point 4.2./ must be deleted if the Data Handling goal has ceased to exist, or the Customer obstructs the course of justice in which case the Data Deletion must be carried out immediately.

5./ Guiding rulings

- The 1992 LXIII law concerning the protection of personal data and the public availability of communal data.
- The 1981 law made in Strasbourg on January 18th concerning the protection of individuals during the computer based input of personal data.
- The 2001 CVIII law relating to electronic service providers and information society related services.

Annex 2.

Service Price List



Monthly Subscription Fee

Subscription fee / month / mobile user	Fee accepted by the Customer in the Individual Service Contract during the sign up procedure
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The subscription fee includes 10 aggregated reports and the creation of 10 custom mobile forms on a yearly basis. The Customer and the Service Provider must consult each other regarding the timing of the creation of the forms and reports. The Service Provider reserves the right to alter the specific timing of the report/form creation based on whether the monthly Subscription Fee was paid on time.

Mobilengine Application Specification Fee

In the case of a user requesting more than a forementioned inclusions, the Service Provider reserves the right to set up a custom fee structure based on an engineering fee, which equals 70 US Dollars/hour + VAT.

Use of service (with reduced features)

Free

The Service Provider reserves the right to make changes to the Service Price List as per the Terms and Conditions.