

End User License Agreement

1 The contracting parties

1.1 This Agreement has been entered into by and between NNG Software Developing and Commercial Limited Liability Company having its registered seat at 35-37 Szépvölgyi út, H-1037 Budapest, Hungary, company registration number at the Budapest-Capital Regional Court: 01-09-891838 as Licensor (hereinafter: Licensor) and You as the User (hereinafter: User; the User and the Licensor jointly referred to as: Parties) in subject of the use of the software product specified in this Agreement.

2 Conclusion of the Agreement

2.1 The Parties hereby acknowledge that this Agreement shall be concluded by implicit conduct of the Parties without signing the Agreement.

2.2 The User hereby acknowledges that following the lawful acquisition of the software product constituting the object of this Agreement (as defined in Section 4), any degree of use, installation into a computer or other hardware, pressing of the "Accept" button displayed by the software during installation or use (hereinafter referred to as Use) shall mean that the User has accepted the terms and conditions of this Agreement as legally binding.

2.3 This Agreement shall by no means authorize use of the software product by those persons having unlawfully acquired the software product or having unlawfully installed it on a computer or in a vehicle.

3 Relevant laws and venue

3.1 To all issues not regulated by this Agreement, the laws of Hungary, with specific reference to Act V of 2013 on the Civil Code and to Act LXXVI of 1999 on Copyrights shall apply.

3.2 The courts of Hungary shall have exclusive jurisdiction over all disputes related to this Agreement.

3.3 If the User is a „consumer” (a natural person who purchased and uses the software product (as defined in Section 4) for purposes outside its business activities or which can be regarded as being outside his trade or profession), the above choice of law and choice of venue shall not, have the result of depriving the consumer of the protection afforded to him by provisions (including any provision regulating the court having jurisdiction) that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable.

3.4 The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to this Agreement.

4 Object of the Agreement

4.1 The object of this Agreement shall be the "Toolbox" software product of Licensor (hereinafter referred to as the Software Product) as whole. The Licensor grants the user the non-exclusive, non-transferable, non-sublicensable right, unlimited by time and location, to utilize the Software Product. The licensing includes the right to install and use the Software Product in accordance with the documentation and pursuant to the provisions of this Agreement.

4.2 Any form of display, storage, coding, including printed, electronic or graphic display, storage, source or object code, or any other as yet undefined form of display, storage, or coding, or any medium thereof shall be deemed parts of the Software Product.

4.3 Error corrections, additions, updates used by the User following the conclusion of this Agreement shall also be deemed parts of the Software Product.

4.4 Your rights under this Agreement will terminate immediately without notice from Licensor if you materially breach them, or take any action in derogation of the rights of Licensor. Licensor may terminate this Agreement if the Software Product as a whole or any part thereof becomes, or in Licensor's reasonable opinion likely to become, the subject of a claim of intellectual property infringement or trade secret misappropriation. Upon termination, you will cease use of, and delete the Software Product from your device.

4.5 Licensor reserves the right to upgrade, update and making available upgrades and updates to, modify or change any function or feature of the Software Product or the user interface and design of the Software Product or may terminate the distribution of the Software Product in its sole and absolute discretion.

You will have no claim, complaint or demand against Licensor for applying any of the above changes or for failures incidental to such changes or Licensor undertaking any of the above actions or not exercising any of its above rights (including but not limited to not offering updates or upgrades to the Software Product.

5 Rights under copyright

5.1 Unless otherwise provided by law or contractual provisions, the Licensor is the sole and exclusive owner of all material copyrights vested in the Software Product.

5.2 Copyrights extend to the whole Software Product and to its parts separately as well.

5.3 Pursuant to this Agreement, all rights vested in the Software Product shall remain in the ownership of the Licensor, except for those to which the User is entitled under law or by virtue of this Agreement.

6 Rights of the User

6.1 The User is entitled to install the Software Product into one hardware device (desktop, handheld, portable computer, navigation device), and to run and use one copy of the Software Product or a preinstalled copy of the Software Product thereon.

6.2 The User is entitled to make one backup copy of the Software Product. However, if the Software Product operates after installation without the use of the original media copy, then the original media copy shall be deemed to be a backup copy. In all other cases, the User is only entitled to use the backup copy if the original media copy of the Software Product has been ascertainably and unequivocally rendered unsuitable for its lawful and intended use.

7 Limitations of use

7.1 The User is not entitled

7.1.1 to duplicate the Software Product (to make a copy thereof);

7.1.2 to lease, rent or lend it or to transfer it to a third person for any reason;

7.1.3 to translate the Software Product (including translation (compilation) to other programming languages);

7.1.4 to decompile the Software Product;

7.1.5 to evade the protection of the Software Product or to modify, circumvent or obviate such protection through technological or by any other means;

7.1.6 to modify, extend, transform the Software Product (in whole or in part), to separate it into parts, combine it with other products, install it in other products, utilise it in other products, not even for the purpose of achieving interoperability with other devices;

8 No warranty or limitation of responsibility

8.1 The Licensor hereby informs the User that although the greatest care was taken in producing the Software Product, given the nature of the Software Product and its technical limitations, the Licensor does not provide a warranty for the Software Product being completely error-free, and the Licensor is not bound by any contractual obligation whereby the Software Product obtained by the User should be completely error-free.

8.2 THE LICENSED Software PRODUCT IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS BASIS" (INCLUDING NO WARRANTY FOR THE CORRECTION OF FAULTS) AND LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY LICENSOR OR ANY OF ITS AGENTS, SUPPLIERS, EMPLOYEES OR THIRD PARTY (if any) SHALL CREATE A WARRANTY, AND USER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.

The Licensor does not warrant that the Software Product is capable of interoperating with any other system, device or product (e.g. software or hardware).

8.3 The Licensor does not assume any responsibility for damages incurred due to an error in the Software Product (including errors of the computer program and the documentation).

8.4 The Licensor does not assume any responsibility for damages incurred due to the Software Product not being applicable for any defined purpose, or due to the error or incompatibility of the Software Product with any other system, device or product (e.g. software or hardware).

8.5 LICENSOR SHALL NOT BE LIABLE TO USER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING LOST PROFITS OR COSTS OF COVER, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES FROM LICENSOR YOU CAN RECOVER ONLY DIRECT DAMAGES UP TO THE AMOUNT THAT YOU PAID FOR THE SOFTWARE PRODUCT (OR UP TO 10 USD IF THE AMOUNT IS NOT CALCULABLE OR IF YOU ACQUIRED THE SOFTWARE PRODUCT FOR NO CHARGE). THE DAMAGE EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT APPLY EVEN IF REPAIR, REPLACEMENT OR A REFUND FOR THE SOFTWARE PRODUCT DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR IF THE LICENSOR KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES.

8.6 The Licensor also draws the attention of the User to the fact that, when using the Software Product in any form of vehicle, observing the traffic regulations and rules (e.g. use of obligatory and/or reasonable and suitable security measures, proper and generally expected care and attention in the given situation, and special care and attention required due to the use of the Software Product) and adhering the applicable laws and regulations is the exclusive responsibility of the User. The Licensor shall not assume any responsibility for any damages occurred in relation to use of the Software Product in a motor vehicle.

8.7 By concluding the Agreement, the User shall, in particular, acknowledge the information stated in this Section 8 above.

9 Sanctions

9.1 The Licensor hereby informs the User that the breach of copyrights and related rights is a crime under numerous jurisdictions, including Hungary and in the United States of America and other countries who ratified the International Convention on Cybercrime.

9.2 Licensor and suppliers of products or services on the basis of this Agreement are continuously monitoring violation of their intellectual property rights, and in case infringing use is detected, violators will face criminal and civil procedures initiated against them in any and all jurisdictions.

10. Anonymous data collection

10.1. The User hereby acknowledges the Software Product is capable to automatically read and upload via the Internet to the database of Licensor the data collected and stored by the navigation software installed on User's device connected to it.

10.2. Uploaded data is transmitted stored and handled anonymously and no connection of the data with the uploading User may be established by Licensor or any third party.