

General Terms and Conditions of Purchase

for Products of Commsignia Ltd.

IMPORTANT: Please read carefully these General Terms and Conditions of Purchase before proceeding to purchase any products offered by the Seller. You can access (view and download) a copy of these General Terms and Conditions directly [here](#).

0 INTRODUCTION, LEGAL NOTICES

The terms and conditions of handling and processing any personal data provided to us by you are set out in our Privacy Policy, which is accessible directly from the front page of <https://shop.commsignia.com> or directly [here](#).

The governing language of the Agreement between you and the Seller shall be English.

The Agreement shall not qualify as a written agreement, and agreements based on these General Terms and Conditions are neither registered, nor stored by Seller, therefore the specific Agreement between you and the Seller may not be recovered or accessed later.

No self-imposed code of conduct or other instrument of self-governance is applicable to Seller.

No general conditions of the Customer – even if indicated on the accepted Purchase Order – is considered applicable to the supply or performance of products or services based on this GTC without the express written consent of Seller. Such general terms and conditions will be disregarded by both parties and deemed not to be applicable.

By clicking on the “Confirm Order” (or similar) button, that is presented to you at the time of your “Order” or approving or sending your Order to us in any other way or means, or by using or accessing Products, (i) you indicate your assent to be bound by this GTC terms and (ii) you state that you purchase or use the Products for your business purposes and you accept that you do not qualify as a “consumer” under any choice of law.

1 DEFINITIONS

“**Agreement**” means the purchase contract incorporating this GTC, the EULA and any other documents referred to by this GTC, which shall govern the purchase of the Product from the Seller.

“**Consumer**” means a natural person that is acting for purposes outside his trade, profession or business activity.

“**Privacy Policy**” means the Privacy Policy as published by Seller on the Site.

“**EULA**” means the End User License Agreement providing the terms and conditions of license granted, furthermore the warranties and liabilities undertaken by Seller regarding the Software embedded in the Product. The EULA is attached hereto as **Appendix 2**.

“**GTC**” means these General Terms and Conditions of Purchase.

“**Payment Service Provider**” means a third party who provides payment, collection and invoicing related services via trusted and secure channels, usually via secure payment gateway.

“**Seller**” means the business entity defined in Section 0 hereunder, being the seller of the Product copy and the licensor of usage rights acquired by the purchase as set out in the EULA.

“**Site**” means the website at <https://shop.commsignia.com> and any other websites and its subdomains owned or operated by Seller, which offers the Product to potential buyers on the basis of this GTC.

“**Product**” means the physical and immaterial goods and services that are offered for purchase by Seller under this GTC.

“**You**” or “**Customer**” means the legal person (trader entity) entering into an Agreement with Seller on the basis of this GTC for the purpose of purchasing the Product offered by Seller.

2 GENERAL INFORMATION

2.1 Seller information

Name	Commsignia Ltd.
Registered seat:	Szechenyi u. 14., 7252 Attala, Hungary
Postal address:	Irinyi Jozsef u. 4-20., 1117 Budapest, Hungary
Represented by:	Jozsef Kovacs
Registry no.:	17-09-010377
Registry Court:	Court of Szekszard
VAT number:	23874664-2-17
EU VAT number:	HU23874664
Bank:	CIB Bank Zrt.
EUR IBAN bank account:	HU70-1070-2404-6720-6430-5000-0005
USD IBAN bank account:	HU49-1070-2404-6720-6430-5010-0002
SWIFT code:	CIBHHUHB
E-mail:	info@commsignia.com
Customer Support E-mail:	webshop@commsignia.com

3 REGISTRATION

You must first register an account to be able to access the Product listings on the Site. During registration you will receive your login credentials which will enable to you log in and browse the Site.

For Users from Hungary providing a valid tax ID number is required during registration. For Users from Hungary who registered as corporate Users and the Seller confirmed and approved their corporate User status (see below) hereof all prices shown on the Site include VAT. For Users from the European Union providing a valid EU VAT ID number is required during registration. For Users from the European Union who registered as corporate Users and the Seller confirmed and approved their corporate User status (see below) hereof all prices shown on the Site exclude VAT. For all users outside of the EU, all prices shown on the Site automatically exclude VAT.

Non-corporate customers are not served by the Site. You must be a business entity or public institution to register and place purchase orders on the Site (hereinafter: “Corporate Customer”).

All customers who wish to purchase Products, have the possibility to register as Corporate Customer by filling in the necessary data requested on the Site when registering. Please note that the Seller needs to review and verify the company information before confirming the Corporate Customer status. Before the confirmation of the Seller is received, Users can only view the public version of the Site. The Seller reserves the right to reject the registration, in which case you can only view the public version of the Site.

If you modify any of your data provided at registration as a Corporate Customer, the approval process restarts and the approved Corporate Customer status is suspended until the Seller verifies and approves the new data provided. At the end of the verification process the Seller may either confirm or revoke your Corporate Customer status. In the period of suspension of the Corporate Customer status, you can only view the public version of the Site.

In case of Corporate Customers, the Site Operator may check EU VAT ID validity at any time, and might modify the invoice name to the name stored in the relevant national VAT database.

4 PURCHASING PRODUCTS

4.1 Product description

Product description, specifications and requirements (“**Documentation**”) are set out on the Site.

If any of the indicated requirements are not met, Seller will not be responsible, and the Customer shall bear any costs and/or damages arising from ordering Product not compatible with your other equipment.

4.2 Purchase process

In order to complete your purchase, you must explicitly accept this GTC, the Privacy Policy and any other conditions that the Seller wishes you to acknowledge or accept in order to proceed.

Anytime during the purchase procedure until the order is submitted to Seller, you have the opportunity to correct any information or data provided by you.

Once all required order information is entered and checked by you, you may send your order to Seller by clicking the “Confirm Order” or similar button on the checkout page of the Site. By sending your order you – as a Customer – send a binding offer to Seller to buy the Product(s) listed in your order, such offer being subject to acceptance by Seller.

Seller will send you an automatic e-mail confirming receipt of your order and containing the details of your order. Upon reviewing your order Seller will send you an e-mail accepting your order, which shall be regarded as acceptance of your offer by Seller. Only upon such acceptance is the legal Agreement concluded between you and the Seller. Your order (offer) is irrevocable, but in the event your order is not confirmed at the latest within 48 hours after you sent the order, you are not bound to your offer anymore. Seller is entitled to extend the 48 hours confirmation deadline on an occasional basis, such as in case of public holidays, by publishing the updated deadline on the Site.

In the event that there are mistakes or errors in the verification e-mail, you must immediately (but latest within one (1) calendar day) notify Seller at the provided Customer Support e-mail of the error or mistake so that the error or mistake can be corrected. If no notification is received by Seller, the order will be fulfilled in line with the data in the verification e-mail.

Although the purchase procedure is automatic, Seller reserves the right to reject any order. Parties hereby exclude the applicability of any trade or commercial practices to their relationship, including but not limited to any such practice agreed or adopted previously by the Parties or any other practice widely known and applied regularly in relation to contracts of similar subject.

4.3 Payment procedure

After clicking the “Confirm Order” (or similar) button and receiving the confirmation of your order, you will receive the related proforma invoice and you will be presented with the page of the third party Payment Service Provider (e.g. PayPal or a commercial bank operated payment website). Payment is only possible via the methods and Payment Service Providers offered by Seller during the purchase procedure.

Therefrom the payment procedure shall continue in accordance with the Payment Service Provider’s terms and conditions and all data provided by you (e.g. login credentials to Payment Service Provider, bank card information, bank card security code, card expiry, etc.) during the payment shall only be provided to the Payment Service Provider and Seller will not receive any such data.

Alternatively, you can settle the invoice by wire transfer to the bank account indicated on the proforma invoice.

Verification of the payment of the full Purchase Price usually takes one (1) business day in case of payment in EUR and two (2) business day in case of payment in USD, and the ordered Product(s) and all related documentation shall be sent to you after the Payment Service Provider verified that the full Purchase Price amount was paid.

Fees for Products are specified in EUR or USD and without any taxes. Fees are subject to change at any time and without notice, but you will always be charged the price which is displayed at the time you confirm your Order.

All amounts are non-refundable, non-cancelable and non-creditable, except as expressly set forth in this GTC.

4.4 Delivery

Tangible (e.g. hardware type) Products will be shipped via an established courier organization such as DHL or Federal Express. Seller disclaims all liability for any losses due to courier behavior. Shipments are not insured, however if requested, Seller insures shipments with the couriers. Costs of insurance are to be borne by Customer.

If you refuse or neglect to take delivery of the Products, Seller reserves the right to charge you for the reasonable cost of storing the Products until delivery can be made.

5 PURCHASE PRICE

Current Purchase Prices are available on the Site and you may check and verify the final payable Purchase Price before submitting your order. Purchase Prices are subject to change at any time and without notice, but you will always be charged the price which is displayed at the time you submit your order to Seller.

Prices shown on the Site for registered Corporate Customers exclude VAT, however if your payment is subject to VAT, you will be able to check and verify either (i) the amount of VAT

applicable or (ii) the calculation method and VAT percentage applicable to your transaction before submitting your order.

No other additional costs are added to the Purchase Price.

If the chosen Payment Service Provider charges any transaction related fees to you, such fees are not considered as Purchase Price of the Product and such fee is payable on the basis of a contractual relationship independent of the Agreement between you and the Seller.

Prices shown on the Site exclude delivery costs. Delivery costs will be added to the amount of the purchase and shown on the check-out page. The Customer will have an opportunity to review all of the delivery costs that apply to the purchase before the Customer confirms the purchase.

Products purchased may be subject to import duties or other taxes. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local authorities for further information. You agree to comply with all applicable international and national laws and regulations and pay all customs fees, taxes or other government fees to the relevant authorities.

6 WARRANTY, GUARANTEE, PRODUCT LIABILITY

Appendix 1 of this GTC shall be applied to your purchase concerning Product warranties.

In the event that you intend to exercise your rights, please do so by notifying Customer Support via e-mail (preferred) or registered postal letter.

7 LIMITATIONS OF LIABILITY

You acknowledge that the purchase transactions (ordering, confirmation) and delivery of the Product are facilitated by computer systems and the public Internet network. Seller hereby disclaims all liabilities for damages and other consequences due to the failure or defect of such computer systems and the Internet, including data loss or loss of availability due to (i) high usage levels, Internet bottlenecks, (ii) computer viruses or other malicious code, (iii) hacker activities and (iv) events not in the reasonable control of Seller or third parties, such as force majeure events.

Furthermore Seller is not in any way liable for the delays, actions or omissions of the Payment Service Providers and third parties taking part in the fulfillment of the purchase transaction.

The access credentials (username, password) enabling you to access the Site are to be kept secret and confidential from all unauthorized third parties. Preserving the access credentials' confidentiality is your sole responsibility. In the event that you learn that the confidentiality of your access credentials had been compromised, you should immediately notify this to Customer Support.

In the event that based on applicable law the Seller is liable for damages due to the fulfillment of this GTC (excluding liabilities for the Product itself) the maximum amount of liability – including any indemnification obligations Seller may have – equals to the net Purchase Price of the affected Product.

NEITHER SELLER NOR ITS SUPPLIERS SHALL BE LIABLE TO USER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THE 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.

FURTHERMORE IN NO CASE SHALL SELLER BE LIABLE FOR (i) THIRD-PARTY CLAIMS AGAINST THE CUSTOMER AND (ii) ANY CLAIM RELATING TO THE USE OF THIRD PARTY PRODUCTS OR CUSTOMER PRODUCTS IN COMBINATION WITH SELLER PRODUCTS, SERVICES OR SOFTWARE OR (iii) FOR CLAIMS REGARDING SPECIFICATIONS OR INSTRUCTIONS GIVEN BY CUSTOMER, OR (iv) FOR ANY LOSS OF PROFIT, BUSINESS OR GOODWILL, LOSS OF OR CORRUPTION OF CONFIDENTIAL OR OTHER INFORMATION OR DATA, FOR BUSINESS INTERRUPTION, FOR LOSS OF USE OF EQUIPMENT, FOR LOSS OF PRIVACY OR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE COST, DAMAGES OR EXPENSE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF COMMSIGNIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

IN ADDITION, SELLER SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, FIRMWARE, HARDWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO SELLER, WHETHER UNDER WARRANTY OR NOT.

SELLER SHALL NOT BE LIABLE FOR OPERATING MICROWAVE RADIO MODULES IN SELLER COMMUNICATION EQUIPMENT OUTSIDE THE NATIONAL AND INTERNATIONAL REGULATORY RULES. ALL RADIO MODULES ARE, THEREFORE, SHIPPED DISABLED.

8 SUPPORT

No support after delivery is provided, unless specifically agreed in a separate written agreement.

9 MISCELLANEOUS

Changes. The present GTC in force at the time you consented to them will be applicable to your Order and shall form part of the Agreement concluded between you and Seller. Before your next Order Seller may have updated the GTC or any Documentation without notice to you. Please be sure to review the then current GTC before placing each Order. We recommend that you save or print a copy of this GTC and save it for your future reference and use in connection with your Order.

For the avoidance of doubt, any Order is subject to the version of this GTC in effect at the time of the Order.

Governing Law. This Agreement will be governed by the laws of Hungary. The courts of Hungary at Seller's primary place of business in Budapest, Hungary shall have jurisdiction over all disputes related to the Agreement.

Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to the Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to the Agreement regardless of when or where adopted.

Language. This Agreement is prepared originally in English language version. There may be other language versions as well. In case of any discrepancy between the English language version and any other language version the English language version shall prevail.

No Resale: You may not resell, lease, sub-license or provide usage rights to any Products to a third party without Seller's prior written consent.

Confidentiality. Except as otherwise set forth in the Agreement, each Party agrees that all code, inventions, know-how, business, technical and financial information disclosed to such Party (“**Receiving Party**”) by the disclosing party (“**Disclosing Party**”) constitute the confidential property of the Disclosing Party (“**Confidential Information**”), provided that it is identified as confidential at the time of disclosure. Any Seller intellectual property, business- or technology information and any performance information relating to the Products shall be deemed Confidential Information of Seller without any marking or further designation.

Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information.

The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

The Receiving Party acknowledges that unauthorized disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. For the avoidance of doubt, this Section shall not operate as a separate warranty with respect to the operation of any Product.

Notices. Any notice under the Agreement must be given in writing. We may provide notice to you via email or through your account. Our notices to you will be deemed given upon the first business day after we send it.

You may provide notice to us by post to the designated postal address of the contracting Seller entity. Your notices to us will be deemed given upon our receipt.

Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under the Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

Assignment. You may not assign the Agreement without our prior written consent. We will not unreasonably withhold our consent if the assignee agrees to be bound by the terms and conditions of the Agreement. We may assign our rights and obligations under the Agreement (in whole or in part) without your consent.

Entire Agreement. The Agreement is the entire agreement between you and Seller relating to the Products and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by the Agreement.

Severability. If any provision of the Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

The Agreement may not be modified or amended by you without our written agreement (which may be withheld in our complete discretion without any requirement to provide any explanation). As used herein, “including” (and its variants) means “including without limitation” (and its variants).

No waiver. No failure or delay by the injured party to the Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The Parties are independent contractors.

Status of the Parties; No Exclusivity. The Agreement shall not be construed as constituting either Party as a partner of the other or to create any other form of legal association that would give on Party the express or implied right, power or authority to create any duty or obligation of the other Party. Nothing in the Agreement shall be construed so as to create an exclusive business relationship between the Parties, or to restrict Seller's use or sale of its Products. Each Party is free to enter into similar agreements with third parties to develop, acquire, or provide competitive products or services.

Appendix 1 WARRANTY TERMS

Return policy. No returns from amounts are accepted or reimbursed by Seller. For warranty replacements see below.

Warranty Term. Seller's hardware products (excluding any software) are warranted to be free from defects in materials or workmanship for **one year from the date of purchase** by the Customer.

Warranty Repair. Within this period, Seller will, at its sole option, repair or replace any components that fail in normal use. Such repairs or replacement will be made at no charge to the Customer for parts or labor, provided that the Customer shall be responsible for the incurred transportation cost.

Exclusions. This warranty does not apply to: (i) cosmetic damage, such as scratches, nicks and dents; (ii) consumable parts, such as batteries, unless product damage has occurred due to a defect in materials or workmanship; (iii) damage caused by accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes; (iv) damage caused by service performed by anyone who is not an authorized service person of Commsignia; or (v) damage to a product that has been modified or altered (including hardware and software) without the written permission of Seller. In addition, Seller reserves the right to refuse warranty claims against products or services that are obtained and/or used in contravention of the laws of any country. You acknowledge that only the features listed in the user manual of each Product listed on the Site are supported, however Products may cover other features and interfaces not included in the product documentation. The Seller shall not be liable for the use of such unsupported features, and any errors caused by the use of such features shall NOT be subject to warranty. You acknowledge that disassembling or evading any protection on the product are prohibited and shall result in the loss of warranty.

Warranty Start Date: "Start Date" as used in this policy means the date this product was fully paid by Customer to Seller.

Seller reserves the exclusive right to repair or replace (with a new or newly-overhauled replacement product) the device or software, or offer a full refund of the purchase price at its sole discretion and as a sole remedy for defective Products.

Repairs have a 90-day warranty. If the unit sent in is still under its original warranty, then the new warranty is 90 days or to the end of the original one-year warranty, depending upon which is longer.

NO OTHER WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS GIVEN BY COMMSIGNIA. THE SOLE REMEDY PROVIDED BY COMMSIGNIA IS THE WARRANTY PROVIDED AS STATED ABOVE.

Appendix 2

END USER EVALUATION AGREEMENT

The copyright and other intellectual property rights in ITS-OB2-M, ITS-RS2-M, ITS-OB3, ITS-RS3, ITS-OB4 and ITS-RS4 Customer Evaluation Kit for V2X Communications, Unplugged-RT C-ITS communication software stack, V2X Safety Applications, V2X Diagnostics Android application, Commsignia Foresight Application, Commsignia Packet Analyzer tool, other additional software tools with associated documentation and all related product variations (collectively, the “**Commsignia Materials**”) and its associated documentation are owned by Commsignia Ltd., seated at 7252 Attala, Széchenyi utca 14., Hungary, with offices located at 1117 Budapest, Irinyi József utca 4-20., Hungary (“**Commsignia**”). By clicking on the “Confirm Order” (or similar) button, that is presented to you at the time of your Order or approving or sending your Order to us in any other way or means, or by using or accessing Products, you indicate your assent to be bound by this End User Evaluation Agreement (this “**Agreement**”).

WHEREAS, Customer desires to license the. Commsignia hereby allows Customer to use Commsignia Material, subject- and pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **License.** Subject to the terms and conditions hereof, Commsignia hereby grants to Customer a limited, non-transferable, non-exclusive license to use the Commsignia Materials, for the sole purposes of (a) internal evaluation and testing the performance of Commsignia Materials and (b) development and testing of hardware, software and applications that are using and compatible with the Commsignia Materials (the “**Purpose**”).

2. **Restrictions.** Customer shall not transfer or sublicense any part of the Commsignia Materials, except pursuant to the terms and conditions of a separate, written commercial license agreement mutually agreed by the parties. Customer shall not, or allow any third party, to (a) reverse engineer, decompile, unlock, reverse compile, or disassemble, alter, modify, translate, amend or integrate with other works protected by intellectual property rights the Commsignia Materials, or (b) use the Commsignia Materials for any purpose other than the Purpose.

Furthermore the Customer is not entitled

- to transfer software that was received embedded on hardware or use such software outside or independently from the original hardware;
- to duplicate the Commsignia Materials (to make a copy thereof) or any part of it, except to the extent allowed by this Agreement or applicable law;
- to resell, sublicense, lease, rent or lend it, or to transfer it to a third person or otherwise distribute them;
- to translate the Commsignia Materials (including translation (compilation) to other programming languages);
- to evade any protection applied on the Commsignia Materials or to modify, circumvent or obviate such protection through technological or by any other means;
- to modify, extend, transform the Commsignia Materials (in whole or in part), to separate it into parts, combine it with other products, install it in other products, utilize it in other products;
- to remove, modify or obscure any copyright, trademark notice, or restrictive legend included in the Commsignia Materials or any part thereof.

3. Export control. Commsignia Materials may be subject to the U.S. export control laws and regulations.

Customer recognizes that any re-export or release of such Commsignia Materials are subject to the U.S. export control laws and regulations and agrees to comply with such laws and regulations. Customer shall provide Commsignia End User and Application information for registration within 30 days from Effective Date and shall inform Commsignia on any changes within 30 days from any change in End User and/or Application information. Customer acknowledges that it is fully responsible for the consequences of any export of Commsignia Materials to countries where such export is restricted by the U.S. Government or laws of the European Union and shall fully indemnify and keep indemnified Commsignia or its suppliers against any claim from third parties or authorities due to the violation of export restrictions.

4. Title. Subject to the licenses granted hereunder, as between the parties, Commsignia and its suppliers shall have all right, title and interest in and to the Commsignia Materials (and all improvements and modifications thereto) and all intellectual property rights therein. No licenses are granted hereunder by implication or estoppel.

5. Confidential Information. “**Confidential Information**” means: (i) the Commsignia Materials, any portion thereof and any related documentation; (ii) any other information disclosed by Commsignia to Customer that in respect of the Commsignia Materials or the business of technology of Commsignia that is identified as confidential or proprietary, or which should reasonably be understood to be confidential or proprietary given its content and circumstances of disclosure. Confidential Information does not include information which Customer can show (a) is or becomes a part of the public domain without any breach of this Agreement; (b) is in the possession of Customer prior to the disclosure by Commsignia, (c) is subsequently disclosed to Customer by a third party having a lawful right to make the disclosure; or (d) is required to be disclosed by law or a court order, provided Customer provides prompt written notice of the required disclosure to Commsignia and cooperates with Commsignia as reasonably necessary to limit or eliminate such requirement. Customer will use at least the same degree of care in keeping the Confidential Information confidential as it uses for its own confidential information of a similar nature, but in any event no less than reasonable care given the valuable nature of the Confidential Information. Customer shall not disclose or distribute the Confidential Information to any third party, save for only those employees of Customer who must examine or otherwise possess the Confidential Information for the Purpose, and who are bound by written non-disclosure and non-use obligations no less restrictive than those set forth herein. If Customer provides Commsignia with any feedback concerning the Commsignia Materials or Confidential Information, nothing in this Agreement or in the course of dealing of the parties shall impose any confidentiality obligation on Commsignia in respect of such feedback.

6. Warranty Disclaimer. Although the greatest care was taken in producing them, the Commsignia Materials may contain errors, bugs and other defects, therefore they are provided on an “as-is” and “with all faults” basis. It is acknowledged by Customer that the Commsignia Materials will not be guaranteed to be fully functional and/or compliant to any product specifications or fit for any particular purpose. Because Commsignia Materials are subject to change, Commsignia reserves the right to alter the Commsignia Materials at any time, and any reliance on the Commsignia Materials or their quality or performance is at Customer’s own risk.

THE COMMSIGNIA MATERIALS AND CONFIDENTIAL INFORMATION ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

COMMSIGNIA DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTIES IN RESPECT OF THE COMMSIGNIA MATERIALS AND THE CONFIDENTIAL INFORMATION, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY. COMMSIGNIA SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR LOST DATA) UNDER THIS AGREEMENT OR IN RESPECT OF THE COMMSIGNIA MATERIALS, WHETHER OR NOT COMMSIGNIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMMSIGNIA LIABILITY UNDER THIS AGREEMENT EXCEED AMOUNTS ACTUALLY PAID BY CUSTOMER TO COMMSIGNIA HEREUNDER AND COMMSIGNIA LIMITS ITS LIABILITY TO THE MINIMUM ALLOWED UNDER APPLICABLE LAW.

PARTY SUPPLIERS (E.G. THE CHIPSET OR CHIPSET EMBEDDED SOFTWARE SUPPLIER) OR AGENTS OF LICENSOR SHALL HAVE NO MONETARY LIABILITY TO THE CUSTOMER FOR ANY CAUSE (REGARDLESS OF THE FORM OF ACTION) UNDER OR RELATING TO THIS AGREEMENT.

8. Term and Termination. This Agreement shall be in effect commencing as of the Effective Date until terminated by the parties pursuant to the terms hereof. Either party may terminate this Agreement with prior written notice of 30 days to the other party. Commsignia may terminate this Agreement upon written notice if it reasonably believes that Customer is in material breach of the terms hereof. Following termination or expiration of the Agreement, Customer shall cease all use of the Commsignia Materials and shall, at the discretion of Commsignia, either return or destroy the Commsignia Materials and Confidential Information. Sections 2 – 9 shall survive termination or expiration of this Agreement for any reason.

9. Miscellaneous. This Agreement sets forth the entire understanding between the parties with respect to the subject matter herein, and supersedes all prior and contemporaneous agreements and discussions. In the event any clause of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, such clause shall be interpreted as necessary to give maximum force to the provisions thereof, and the validity and enforceability of the remainder of this Agreement shall not be affected. Customer shall not assign any of its rights or obligations hereunder without the prior written consent of Commsignia, and assignments in violation of the foregoing shall be void. Commsignia may assign its rights or obligations hereunder. All notices in connection with this Agreement must be in writing and shall be given by certified mail, return receipt requested, to the addresses set forth in the preamble of this Agreement, or to another address or fax number in respect of which a party provides notification that it should be used for the provision of notice hereunder. This Agreement shall be governed by the laws of Hungary. All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Budapest, Hungary. The language shall be English. Notwithstanding the foregoing, Customer understands that the unauthorized use or disclosure of the Commsignia Materials could cause irreparable damage to Commsignia, and Commsignia shall be entitled to seek an injunction or other equitable relief in any jurisdiction in order to enforce the provisions hereof.