

signageOS

SOFTWARE-AS-A-SERVICE TERMS AND CONDITIONS

version 2.0

These signageOS Software-as-a-Service Terms and Conditions (the “**Terms**”) which may be amended from time to time apply to the use of the signageOS System – a unique software solution based on a unification platform for device management and content playback built specifically for the Digital Signage industry and related services. By signing the Order Form or simply by using the signageOS System and our services, you confirm that you have read these Terms and that you agree to be bound by these Terms. These Terms set out the rights and obligations governing the relationship between us, **signageOS s.r.o.**, a company incorporated in the Czech Republic, European Union, VAT ID No. CZ02772132, registered office: Jeseniova 2769/208, Zizkov, 130 00 Prague 3, Czech Republic, EU, registered with the Municipal Court in Prague, file No. C 223301 (also the “**Provider**” or “**we**”, “**us**” or “**our**”), as the owner and operator of the signageOS System, and you as our Customer.

WHEREAS:

- (A) the Provider is a company developing and operating the signageOS System – a unique software solution based on a unification platform for device management and content playback built specifically for the Digital Signage industry and related services. The signageOS System allows users to access various hardware, including but not limited to System-On-Chip (SoC) displays and Digital Signage players via single unified API, remotely maintain, control and monitor them;
- (B) the Customer wishes to use the signageOS System as a service in accordance with these Terms, and the Provider wishes to enable the Customer to use the signageOS System as a service in accordance with these Terms;

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1 In these Terms, unless the context requires otherwise, the following words and expressions shall have the following meanings:

“**Agreement**” means the agreement entered into by and between the Provider and the Customer.

“**Company Plan**” means any of the following company plans that are available to our Customers: “Open”, “Starter”, “Business” and/or “Enterprise” as detailed in Articles 3 and 4.

“**Confidential Information**” has the meaning ascribed to it in Clause 9.1.

“**Copyright Laws**” means the applicable laws governing copyright and rights related to copyright.

“Customer” or **“you”** or **“your”** refers to you as the user of signageOS System which entered into the Agreement with us.

“Customer Data” means any and all data uploaded or otherwise submitted by the Customer to the signageOS System for use in connection with the Services.

“Deactivation” or **“Deactivate”** shall mean restricting the use of signageOS System on a device that will disconnect the device from the Customer’s signageOS Company Account and signageOS User Accounts resulting in the device not being able to play content and be remotely managed by the Customer through the signageOS System. A Deactivated device shall be reactivated after the Customer pays a reactivation fee specified in the Global Price List.

“Derivative Data” means any and all data that result from the commingling or other aggregation of the Customer Data and/or the Provider Data.

“Device Plan” means any of the device plans that may be selected by the Customer with respect to Organizations operated under the selected Company Plan within signageOS Platform as detailed in Clause 4.2.3.

“Effective Date” means the day when the Agreement becomes effective; unless agreed otherwise in the Order Form, the Effective Date shall be the first day when the Customer actually starts to use the signageOS System.

“End User” means a client of the Customer, to which the Customer provides its services using the signageOS System or parts of the signageOS System.

“EULA” means End User License Agreement stipulating the conditions of use of signageOS Core Apps by the End Users which is attached as Appendix 2 hereto. For the avoidance of doubt, the EULA does not apply to the use of signageOS Core Apps by the Customer to the extent in which the provisions of the EULA are conflicting with the provisions of these Terms (excluding the EULA).

“Expert Services” mean expert professional services that may be provided by the Provider to the Customer in addition to the Services provided under the Agreement and may include for example (i) assistance with upgrading from signageOS Open to signageOS Platform, (ii) device onboarding support, (iii) signageOS System onboarding support, (iv) custom hardware onboarding, (v) support services and (vi) other services connected with usage of signageOS System not covered by these Terms. The Expert Services shall be provided based on the request of the Customer by filling in and submitting the Expert Services Order Form to the Provider, and the provision of the Expert Services shall be charged by the Provider in accordance with prices and conditions set forth in the Expert Services Order Form and Global Price List. The Customer may request a template of the Expert Services Order Form from the Provider at sales@signageos.io. An Expert Services Order Form that was dully filled in by the Customer and submitted to the Provider shall be binding on the Customer. After confirmation of the Expert Services Order Form by the Provider (and

specification of any details between the Parties, if necessary), the Provider becomes obliged to provide the Expert Services as agreed with the Customer and the Customer becomes obliged to pay fees for the Expert Services in accordance with the above.

“Force Majeure” means any cause preventing any Party from performing any or all its obligations under the Agreement, that arises from, or is attributable to circumstances beyond the respective Party’s reasonable control, including, but not limited to, acts of God, wars, warlike events, terrorism, strikes, civil unrest or commotion, riots, vandalism, physical or electronic attacks targeting the respective Party’s premises or communication, Internet or utilities infrastructure and similar, acts of governmental or supranational authority, national emergencies, epidemics, or natural disasters, such as fires, floods, earthquakes, volcanic eruptions, major storms, or failures and delays in the banking or payment collections or payment transfer systems, including any unforeseeable failure or outage of cloud service provider such as Amazon Web Services, Microsoft Azure, Google Cloud Platform beyond the Provider’s reasonable control, etc.

“Global Price List” means (a) in case of Customers with Company Plans “Starter”, “Business” or “Enterprise”, the price list of signageOS System which forms and integral part of the Order Form, or (b) in case of Customers with Company Plan “Open”, the general price list of signageOS System, which may be amended by the Provider from time to time, with the up-to-date version available upon request.

“Operating system” means the signageOS Operating System optimized for digital signage applications.

“Order Form” means the binding order form that must be signed between the Parties if the Customer wishes to use signageOS Platform.

“Organization” means a device network consisting of one or more devices. Organizations are created under the Company Plan for each separated device network and different Device Plans can be selected for each Organization.

“Parties” mean collectively the Provider and the Customer and **“Party”** means individually the Provider or the Customer.

“Pricing Plan” means respective pricing plan stated in the Order Form that was selected by the Customer from the Global Price List.

“Provider” or **“we”**, **“us”** or **“our”** refers to signageOS s.r.o., a corporation incorporated in the Czech Republic, ID No. 02772132, registered office: Jeseniova 2769/208, Žižkov, 130 00 Prague 3, Czech Republic, registered with the Municipal Court in Prague, file No. C 223301.

“Provider Data” means any and all data that is (a) generated by the Provider in the course of providing the Services including, without limitation, service and usage data; and/or (b) otherwise collected by the Provider, whether as a result of the Services or otherwise.

“Services” mean, collectively: (a) provision of access to, operation and maintenance of the signageOS System under the terms and conditions stipulated in the Agreement and according to the respective Pricing Plan; (b) the Provider’s reception and processing of the Customer Data in order to provide Services via the signageOS System; and (c) provision other services described in the Agreement and included in the respective Pricing Plan.

“signageOS Company Account” means a primary non-transferable user account created for the Customer to access the signageOS System, signageOS Platform and/or signageOS Open services. The Customer may have only one signageOS Company Account; however multiple signageOS User Accounts may be created under the signageOS Company Account (subject to conditions of the respective Company Plan, if any).

“signageOS Core Apps” means device and operating system specific application or applications that enable the playback of content and remote management of the device. The signageOS Core Apps are listed in Exhibit 1 of the EULA and on the Provider’s website <http://docs.signageos.io/core-apps-list> and include any application that can be generated and downloaded from <http://www.signageos.io> website, <http://0099.io> website and any of its sub-domains. The Provider reserves the right to update the list of signageOS Core Apps at any time by publishing an updated list of signageOS Core Apps on the Provider’s website and/or by publishing a new version of Exhibit 1 of the EULA.

“signageOS Open” means an independent and standalone version of the signageOS software facilitating communication, control, and playback of content on any of supported digital signage SoC display or media players through signageOS Core Apps.

“signageOS Platform” means online cloud service that consists of these services: API (<https://api.signageos.io>), Platform (<https://platform.signageos.io>), Box (<https://box.signageos.io>), Docs (<https://docs.signageos.io>), and signageOS Core Apps.

“signageOS System” means a unique software solution of the Provider based on a unification platform for device management and content playback built specifically for the Digital Signage industry and related services and includes any and all software to which the Provider exercises ownership or other economic rights, including in particular the signageOS Platform, the signageOS Open and the Operating System.

“signageOS User Account” means a non-transferable user account created by or for the Customer under the Customer’s signageOS Company Account to access the signageOS System, signageOS Platform and/or signageOS Open services. Different levels of access, administrative and modification rights may be connected with different signageOS User Accounts.

“SLA” means the Service Level Agreement attached as Appendix 1 hereto.

“Term” means the term of the Agreement; unless agreed otherwise in the Order Form, the Agreement is concluded for an indefinite period of time commencing on the Effective Date.

“Terms” mean these signageOS Software-as-a-Service Terms and Conditions.

“User” means a person designated by the Customer which is authorized to use the signageOS User Account created under the signageOS Company Account to access the signageOS System, signageOS Platform and/or signageOS Open services.

- 1.2 Clause, schedule, appendix and paragraph headings shall not affect the interpretation of these Terms.
- 1.3 The schedules and appendices form part of the Agreement and shall have effect as if set out in full in the body of the Agreement. Any reference to the Agreement includes the schedules and appendices.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 A reference to a statute or statutory provision is a reference to it amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to writing or written includes e-mail.
- 1.8 Any approval or consent required under the Agreement shall not be unreasonably withheld or delayed, unless stated otherwise.
- 1.9 Any requirement for notice shall be deemed to be a requirement for written notice and, if no timescale is specified for the giving of notice or the performance of any obligation under the agreement, the deemed requisite timescale shall be as soon as reasonably possible.
- 1.10 The provisions of these Terms shall apply to all Services except where explicitly stated otherwise in these Terms or where the context requires otherwise.

2. CONCLUSION OF THE AGREEMENT AND ITS SUBJECT-MATTER

- 2.1 Customers wishing to use our Services and the signageOS System have the following options:
 - a) Company Plan “Open” which allows our Customers to use signageOS Open. signageOS Open is an independent and standalone version of the signageOS software facilitating control, and playback of content on any of supported

digital signage SoC display or media players using JS APIs. Any Customer with signageOS Company Account may use signageOS Open free-of-charge.

b) Company Plans “Starter”, “Business” or “Enterprise” which allow our Customers to use signageOS Platform. signageOS Platform is out-of-box solution for remote management, monitoring and content playback on any of supported digital signage SoC display or media player leveraging JS and REST APIs. The use of signageOS Platform is subject to charges set forth in the Global Price List applicable to the Pricing Plan selected by the Customer.

2.2 Customers wishing to use signageOS Open may do so without the need to sign the Order Form. In such cases, the Agreement between the Provider and the Customer is concluded from the moment you start to use signageOS Open. Please note that by using signageOS Open you expressly confirm that you have read, understood, agree and undertake to abide by these Terms and be bound by them.

2.3 Customers wishing to use signageOS Platform must first sign the Order Form which summarizes the ordered Services. In such cases, the Agreement between the Provider and the Customer is concluded by signing the Order Form by authorized representatives of both Parties. By signing the Order Form, the Customer acknowledges its rights and obligations, including in particular (but not limited to) financial obligations, arising from the use of the signageOS System and agrees to be bound by and comply with these Terms, and confirms that the Order Form was signed by its duly authorized representative.

2.4 Under the Agreement, the Provider undertakes to fulfill its obligations arising from the Agreement, in particular to provide the respective Services to the Customer, and the Customer undertakes to fulfill its obligations arising from the Agreement, in particular to use the Provider’s Services in accordance with these Terms and, in case of signageOS Platform, pay the agreed fees for the Services.

2.5 The Customer may upgrade from signageOS Open to signageOS Platform or downgrade from signageOS Platform to signageOS Open at the Customer’s sole discretion. Such an upgrade can be requested anytime. Downgrade may not be requested more than once a quarter (three-month period). Please note that if you will need our assistance with the upgrade or downgrade, such assistance shall be considered as Expert Services and charged to you accordingly.

3. signageOS OPEN

3.1 Applicability

If you wish to use signageOS Open, you must select the Company Plan “Open” on our website. The following provisions of this Article 3 shall apply to the use of signageOS Open. For the avoidance of doubt, this Article 3 shall not apply to the use of signageOS Platform.

3.2 Testing Organization

- 3.2.1 Once the Agreement is concluded and during the whole Term, we will enable you to use a testing Organization within the Company Plan you have selected for the purpose of testing the signageOS System. The testing Organization is available with Device Plan 3.0.
- 3.2.2 You may connect up to 10 different testing devices to the testing Organization. We reserve the right in our sole discretion to change the number of available testing devices at any time. For the avoidance of doubt, no production devices may be connected to the testing Organization under any circumstances.
- 3.2.3 Please note that we provide the testing Organization as a complimentary service and we shall not charge you for any additional fees for it.

3.3 Provision of Services

- 3.3.1 The Provider makes the signageOS Open available to the Customers in accordance with these Terms, on a non-exclusive, non-transferable, and non-assignable basis. The Customer may access and use the signageOS Open solely for the purpose of providing its services to the End Users. The Parties agreed that the signageOS Open shall be made available to the Customer solely on an on-demand basis via the Internet.
- 3.3.2 The Customer acknowledges and agrees that the Provider does not warrant that the Services will be available, uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. The Services and implementation services are expressly provided "AS IS" and the Provider disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. The Customer expressly agrees that use of the signageOS Open is at the Customer's sole risk.
- 3.3.3 Please note that it is possible to use only the Device Plan Open under the Company Plan "Open", i.e. Device Plans 1.0, 2.0 or 3.0 are not available to Customers that select the Company Plan "Open" (except for testing Organization pursuant to Article 3.2.1 which is available with Device Plan 3.0). Any Customer wishing to use Device Plans 1.0, 2.0 or 3.0 may do so by upgrading from signageOS Open to signageOS Platform and selecting one of the following Company Plans: "Starter", "Business" or "Enterprise".
- 3.3.4 The Customer acknowledges and agrees that the Provider has no obligation to provide maintenance and support of the signageOS System to the Customer. The Customer acknowledges and agrees that it shall have no remedy for any failure of the signageOS System unless explicitly agreed otherwise with the Provider. For the avoidance of doubt, the SLA shall not apply to the use of signageOS Open.

3.3.5 The Provider reserves the right in its sole discretion to restrict the Customer's use of signageOS Open for any reason or without a reason, including but not limited to, the Customer's violation of any laws or these Terms. The Customer expressly acknowledges and agrees that the Provider may discontinue the provision of the Services at any time in its own discretion without any liability to the Customer. The Provider declares that in case the Provider discontinues the provision of signageOS Open, the Customers using signageOS Core Apps for the signageOS Open shall retain the right to use the signageOS Core Apps free-of charge in accordance with the EULA.

3.3.6 The Customer undertakes to keep all devices using signageOS Open actively connected to the signageOS Cloud Licensing Server in the manner set forth in Article 3.3.7 at all times unless the Customer pays to the Provider a one-time disconnection fee for the disconnecting of each respective device from the signageOS Cloud Licensing Server. The amount of the disconnection fee is set forth in the Global Price List. The Provider shall verify the connection of devices using signageOS Open to the signageOS Cloud Licensing Server typically once per day. In case of a disconnected device, the Provider may (but is not obliged to) notify the Customer and request the re-connection of the device. Any device disconnected for 8 weeks or more shall be Deactivated unless the Customer paid the disconnection fee. The Customer acknowledges and agrees that the Provider may in its own discretion Deactivate any device which the Customer disconnects from the signageOS Cloud Licensing Server without having paid the respective disconnection fee and the Provider may render signageOS Open inoperable with respect to such device, as set forth in this clause above.

3.3.7 The device using signageOS Open must be connected to internet which allows for connection to signageOS Cloud Licensing Server. Such a connection is established by the device automatically by reaching to <https://platform.signageos.io>. This connection is used solely for the licensing purposes and is not transferring any data other than (i) device type (e.g.: Tizen, webOS, Android, etc.) and (ii) used version of the respective signageOS Core App.

3.4 Fees

3.4.1 The use of the signageOS Open and related Services is free of charge.

3.4.2 If the Customer requests the provision of any Expert Services, the Provider shall charge the Customer for their provision in accordance with prices set forth in the Global Price List.

4. signageOS PLATFORM

4.1 Applicability

If you decide to use signageOS Platform, the following provisions of this Article 4 shall apply. For the avoidance of doubt, this Article 4 shall not apply to the use of signageOS Open.

4.2 Selecting the Pricing Plan

4.2.1 Customers wishing to use signageOS Platform shall specify in the Order Form the respective Company Plan and Device Plan they have selected.

4.2.2 Currently, there are the following three different Company Plans available for the use of signageOS Platform: (1) Starter, (2) Business, and (3) Enterprise. Each Company Plan represents a different level of support and organizational features that the Customer will utilize throughout its usage of signageOS System. Features of each Company Plan include maximum number of connected devices, number of signageOS User Accounts, support levels, analytics retention, priority application building, and other features described in the Global Price List.

4.2.3 The Customer may operate one or more Organizations under the selected Company Plan. For each Organization operated under the selected Company Plan, the Customer must select one of the following Device Plans: (1) Device Plan Open, (2) Device Plan 1.0, (3) Device Plan 2.0, (4) Device Plan 3.0. Device Plans offer varying levels of device management, content playback and monitoring features according to the needs of each Organization. For the avoidance of doubt, the Device Plan is selected by the Customer for each individual Organization and the Customer may have multiple Organizations on different Device Plans. Features of Device Plans include number of remote FW updates, proof-of-play screenshots, device history, offline monitoring, and other features described in the Global Price List.

4.2.4 Any Company Plan or Device Plans may be upgraded or downgraded at the Customer's sole discretion. Such an upgrade can be requested anytime. Downgrade may not be requested more than once a quarter (three-month period), unless agreed otherwise. Please note that downgrade of a Device Plan is possible only with effect from the immediately following billing period (i.e. the Customer will be charged fees related to the current Device Plan until the end of the current billing period). Downgrade of Company Plan is possible, but the Provider does not provide any refunds in case the Customer chooses to downgrade its Company Plan before the end of the respective billing period.

4.3 Testing Organization

4.3.1 Once the Agreement is concluded and during the whole Term, we will enable you to use a testing Organization within the Company Plan you have selected for the purpose of testing the signageOS System. The testing Organization is available with Device Plan 3.0.

4.3.2 You may connect up to 10 different testing devices to the testing Organization. We reserve the right in our sole discretion to change the number of available testing devices at any time. For the avoidance of doubt, no production devices may be connected to the testing Organization under any circumstances.

4.3.3 Please note that we provide the testing Organization as a complimentary service and we shall not charge you for any additional fees for it.

4.4 Trial Period

4.4.1 Customers that have selected the Company Plan “Starter” or the Company Plan “Business” shall have the opportunity during the first 30 days from the Effective Date to try within the testing Organization mentioned in Article 4.3, free of charge, all features that are by default available to the users of the selected Company Plan (trial period). During the trial period, the Customer may connect even more than 10 different testing devices to the testing Organization, however, any such devices connected to the testing Organization in excess of the initial 10 testing devices shall be Deactivated upon the lapse of the trial period unless the Customer has ordered a Device Plan 1.0, 2.0, 3.0 or Open (in case of Company Plan “Business”) with respect to such devices.

4.4.2 We reserve the right to extend the duration of the initial trial period or to provide our Customers with further trial periods in our discretion during the term of the Agreement.

4.4.3 Please note that we provide the trial periods as a complimentary service and we shall not charge you any additional fees for it.

4.5 Provision of Services

4.5.1 During the Term, and subject to the terms and conditions of the Agreement, the Provider will make the signageOS System available to the Customer in accordance with these Terms, on a non-exclusive, non-transferable, and non-assignable basis. The Customer may access and use the signageOS System solely for the purpose of providing its services to the End Users. The Parties agreed that the signageOS System shall be made available to the Customer solely on an on-demand basis via the Internet. If you would prefer to receive an on-premise solution from us, please contact our business department.

4.5.2 In case the Services were not provided in the agreed scope or quality, the Customer is obliged to notify the Provider and provide the Provider with active cooperation in order to rectify the shortcoming. Additionally, the Provider may also inform the Customer if it becomes aware that the Services were not provided in the agreed extent or quality; the Customer’s obligation to notify the Provider, however, remains unaffected.

4.5.3 If the Customer has selected the Company Plan “Business” or the Company Plan “Enterprise” (i.e. not Company Plan “Starter”), the Customer may request

remedies for any failure of the signageOS System listed in the SLA. Such remedies are the Customer's sole remedy for any failure of the signageOS System, and the Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no remedy. Credits issued pursuant to the SLA apply to outstanding or future invoices only and are forfeit upon termination of the Agreement. The Provider is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of the Agreement.

4.5.4 If the Customer has selected the Company Plan "Starter" (i.e. not the Company Plan "Business" or the Company Plan "Enterprise"), the SLA shall not apply and the Customer shall have no remedy for any failure of the signageOS System unless explicitly agreed otherwise with the Provider.

4.5.5 The Provider shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by the Provider or by third-party providers, or because of other causes beyond the Provider's reasonable control, but the Provider shall use reasonable efforts to provide advance notice by e-mail of any scheduled Service disruption.

4.5.6 Since the signageOS System is a state-of-the-art technology product that may not function fully in all potential technical combinations and/or environments of use, the Customer hereby acknowledges that the Provider cannot warrant that the signageOS System is unconditionally error-free.

4.6 Fees

4.6.1 In consideration of the Services provided by the Provider to the Customer under the Agreement, the Customer shall pay to the Provider fees according to the Pricing Plan as set out in the Global Price List. The Provider may, on a case-by-case basis, discount the fees at its sole discretion.

4.6.2 The Parties agreed that:

- a) fees charged for the respective Company Plan selected by the Customer shall be charged by the Provider and paid by the Customer yearly at the beginning of each 12-month billing period of using of the signageOS System, unless agreed otherwise in the Order Form; and
- b) fees charged for the respective Device Plans selected by the Customer shall be charged by the Provider and paid by the Customer in monthly billing periods at the end of each month in which the Customer used the signageOS System. For the purpose of calculation of fees for Device Plans, the Provider shall verify the at the end of the last day of each calendar month the number of devices operated by the Customer within each

respective Organization run under a particular Device Plan and multiply these numbers by the fees applicable to the respective Device Plans according to the Pricing Plan.

4.6.3 If the Customer requests the provision of any Expert Services, the Provider shall charge the Customer for their provision in accordance with prices set forth in the Global Price List without undue delay after their provision.

5. GENERAL PAYMENT CONDITIONS

5.1 The Customer shall pay all fees and due amounts to the Provider either based on an invoice issued by the Provider or, if the such an option is available, by debit or credit card.

5.2 In case of payments based on invoices, the following rules shall apply:

5.2.1 All invoices issued by the Provider under the Agreement shall contain all information required by law for tax documents.

5.2.2 The Parties agreed that all invoiced payments pursuant to the Agreement shall become due fourteen days from the date of delivery of the invoice.

5.2.3 The fee for the provision of the Services will be paid by bank transfer to the bank account specified by the Provider in the invoice. Fees are considered as paid when they are credited to the bank account specified in the invoice.

5.3 In case of payments by debit or credit card, the following rules shall apply:

5.3.1 The Customer may use only such types of debit and/or credit cards that are explicitly permitted by the Provider and registered by the Customer in the signageOS Company Account.

5.3.2 Upon initial registration of debit or credit card in the signageOS Company Account, the Customer may see a pending charge as part of the authorization confirmation process. This is not a charge and is used to confirm bank account authenticity.

5.3.3 The Provider is not responsible for any fees or charges that your bank or card issuer may apply. Please note that you may be charged local tax, if applicable.

5.3.4 If the payment method is declined, the Provider will attempt to process the charge until the transaction is approved. If the Provider is unable to complete the transaction, the Provider may contact the Customer to update its account information.

5.3.5 The Provider may use a third-party service provider for payment services (e.g. credit card transaction processing, merchant settlement, and related services). By registering the debit or credit card in the signageOS Company Account, the

Customer authorizes the Provider to charge the Customer's payment provider. Furthermore, the Customer consents to provide and authorize the Provider's third-party service providers to share any information and payment instructions the Customer provides to the extent required to complete payment transactions in accordance with these Terms, including personal, financial, card payment, and transaction information.

- 5.3.6 The Parties agreed that all payments pursuant to the Agreement shall be charged to the respective debit or credit card (or any one of them in case the Customer registered more than one debit or credit card) when such fees and charges become due in accordance with Article 4.6.
- 5.4 If the Customer fails to make any payment in time, it undertakes to pay to the Provider default interest in the amount of 0.05 % of the due amount per each day until repayment.
- 5.5 In case the Customer is in default with payment of any amount by more than thirty days, the Customer shall be considered as having committed a material breach of the Agreement and the Provider shall be entitled to restrict or suspend the provision of the Services until all the outstanding amounts are duly paid.
- 5.6 The Customer acknowledges that if a physical attendance of the Provider's experts on the premises of the Customer or other places as the Customer may require is necessary, the Customer shall be obliged to bear the costs connected with such attendance, i.e. travel costs. The Provider will communicate to the Customer an estimation of such costs in a reasonable advance and reserve a right to postpone the provision of the Services until the cost estimation is approved in writing by the Customer.

6. INTELLECTUAL PROPERTY

- 6.1 The Provider grants to the Customer a non-exclusive license to use the Services and the signageOS System in accordance with these Terms to the extent necessary for (i) providing its services to the End Users within the business purposes of the Customer and (ii) enabling the End Users to use the services provided by the Customer which are based on the Services and the signageOS System. The license is provided for the time period in which the Customer may use the Services pursuant to the Agreement, and also applies to any parts of the Services which are copyrighted works or databases, within the meaning of the Copyright Laws. For the avoidance of doubt, the non-exclusive license to use the Services and the signageOS System granted by the Provider to the Customer hereunder includes also a non-exclusive license to use the signageOS Core Apps which entitles the Customer to incorporate (embed) the signageOS Core Apps in the Customer's products or services provided by the Customer to its End Users and to grant a non-exclusive sub-license to the End Users entitling them to use the signageOS Core Apps in accordance with the EULA.
- 6.2 Except for allowing the Users and End Users to use the signageOS System in conformity with these Terms and to the extent necessary for provision of services by

the Customer to its End Users, or unless explicitly agreed otherwise with the Provider in writing, the Customer is not allowed to license, sublicense, lend, lease, commercially exploit, sell, transfer, assign the Services or the signageOS System to a third party or in any other manner transfer the rights to use the Services or the signageOS System, use the same as collateral or as security with respect to the Customer's or any other person's obligations, or otherwise commercialize the functionality of the Services or the signageOS System.

- 6.3 The Provider represents and warrants that it is exclusively authorized to grant the license to the signageOS System. No provision of the Agreement or any other document shall be interpreted as granting, assigning or transferring to the Customer any intellectual property rights to the signageOS System, the Provider Data, the Derivative Data, know-how, trade secret, documents, techniques, patents, or expertise owned by the Provider or used in providing the Services. The Customer shall only have the right to use the Services and the signageOS System pursuant the Agreement and depending on the Pricing Plan.
- 6.4 The signageOS System may include third-party software code or components (such as frameworks, libraries, modules, application interfaces, tools, graphic objects, etc.) protected by such third party's intellectual property rights. A full list of such third-party software code or components is available on the Provider's website at <http://www.signageos.io/oss>. The Provider reserves the right to update the list at any time by publishing an updated list on the Provider's website. The Provider hereby provides the Customer with the non-exclusive and non-transferable right to use third-party software code or components listed on the Provider's website.
- 6.5 The Provider may incorporate in the signageOS System tools and features that enable the Provider to remotely supervise the scope of use of the signageOS System to the extent necessary to verify the compliance of the Customer with the terms of the Agreement. The Provider may further incorporate in the signageOS System computer code capable of automatically disabling or limiting the operation of the signageOS System or any part thereof, and has the right to activate such disabling code if (i) fees are not paid by the Customer when due; or (ii) the Customer repeatedly fails to meet the Provider's reasonable request to access the signageOS System to verify the compliance of the Customer with the terms of the Agreement; or (iii) the Customer infringes the terms and conditions of this Agreement; or (iv) the Agreement is terminated.
- 6.6 The Provider may limit the Customer's use of the Services or the signageOS System if the Customer has violated the conditions of their use under the Agreement.
- 6.7 Without the prior written approval of the Provider, the Customer shall not rename the signageOS System or remove from the signageOS System any product identifications, copyrights, logotypes, logomarks, trademarks or other intellectual property notices, information or acknowledgements.
- 6.8 Any Provider's logotypes, logomarks and trademarks are and shall remain the sole property of the Provider. The Customer shall not, unless permitted in the Agreement

or expressly by the Provider in writing, use Provider's logotypes, logomarks or trademarks for advertising, promotional or any other purposes. Any permitted use shall always comply with the Provider's guidelines, instructions and requirements.

- 6.9 Except to the extent otherwise expressly agreed in these Terms: (a) the Provider hereby reserves all rights in and to the Services, the signageOS System, the Provider Data, and the Derivative Data; and (b) the Customer hereby reserves all rights in and to the Customer Data it provides hereunder.
- 6.10 The Customer is hereby authorized to indicate in its premises, on its internet sites and pages, and in its promotional materials that it uses the Provider's technology, and display hypertext links to the Provider's website. The Customer is authorized to use the Provider's official brand and graphical logo for these purposes according to the Company Brand Manual available at: www.signageos.io/resources/cbm.
- 6.11 The Customer shall notify the Provider without undue delay of any infringement of the Provider's intellectual property rights or rights in relation to signageOS System and, upon request, provide the Provider with all available assistance, which may be reasonably requested, in establishing the Provider's claim regarding infringement of rights to signageOS System or the Provider's other intellectual property rights.
- 6.12 If the Customer becomes aware of any legal action already brought or threatened by a third party related to the signageOS System, such as, but not limited to, third-party intellectual property infringement proceedings or patent claims, the Customer shall without undue delay, but in any case, within 15 (fifteen) days after it learns of such legal action, notify the Provider of it. Upon the Provider's request, the Customer shall enable the Provider to participate in a legal defense against such legal action to the maximum extent permissible by applicable law and provide the Provider with all available and reasonably requested cooperation. The Provider shall, in such case, bear its costs and fees incurred in the course of negotiations with the claimant or legal proceedings.
- 6.13 If the Customer fails to notify the Provider or invite the Provider to participate in negotiations with the claimant or legal proceedings pursuant to Clause 6.12, the Customer shall be deemed to have provided an unconditional and irrevocable waiver of any potential claims against the Provider for the Customer's losses, expenses and/or damages arising from legal action against the Customer in connection with the signageOS System.

7. OTHER RIGHTS AND OBLIGATIONS

- 7.1 The Customer undertakes to provide all the assistance and cooperation required by the Provider in order to provide the Services, including without limitation the provision of timely, accurate, and complete Customer Data and other information and documentation relating to the provision of Services. The Provider shall not be in delay with the provision of the Services to the extent in which the Customer failed to provide necessary assistance and cooperation according to the previous sentence; in particular, the Provider shall not be liable for the provision of the Services to the

extent in which the Customer failed to provide the Provider with timely, accurate and complete Customer Data necessary for the provision of the Services.

7.2 The Customer undertakes to comply at all times with the following terms of use of the Services and the signageOS System:

- a) the Customer may not use or otherwise export or re-export the signageOS System except as authorized by the law of the jurisdiction in which the signageOS System was acquired. In particular, but without limitation, any export or re-export of the signageOS System must not violate any sanctions or embargoes imposed on countries by (i) the Czech Republic, (ii) the European Union, (iii) the United States of America, or (iv) the United Nations;
- b) the Customer may not under any circumstances use or allow the use of the Services and the signageOS System in any countries and territories which are subject to sanctions or embargoes imposed by (i) the Czech Republic, (ii) the European Union, (iii) the United States of America, or (iv) the United Nations;
- c) the Customer is not authorized to use the Services and the signageOS System for any purposes and in any facilities related directly or indirectly to, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

7.3 The Customer is further obliged to:

- a) use the Services and the signageOS System in accordance with these Terms;
- b) ensure that the Users and End Users shall use the signageOS System in accordance with the Agreement and these Terms (including, but not limited to, that the End Users shall use the signageOS Core Apps in accordance with the EULA);
- c) comply with all legal regulations related to its activities and the use of the Services;
- d) maintain the IT infrastructure of the Customer in compliance with the conditions and prerequisites for the provision of the Services set out by the Provider;
- e) implement and maintain industry-standard security processes (including reasonable technical, administrative and physical safeguards) designed to keep

all access codes to the signageOS System confidential and to prevent unauthorized use of or unauthorized access to the signageOS System;

- f) inform the Provider about any unauthorized use of or unauthorized access to the signageOS System and ensure timely invalidation/replacement of the potentially or actually compromised access codes;
- g) indemnify the Provider without undue delay for all harm (including lost profit) suffered by the Provider as a result of the breach of the Customer's obligations pursuant to Clause 7.2 and this Clause 7.3; and
- h) duly back up data which is to be provided to the Provider; the Provider shall take no responsibility for the Customer Data provided by the Customer.

7.4 The Customer is aware of the fact that the ability to use the Services is, in addition to the due performance of the Provider, dependent also on the following conditions, for the fulfilment of which the Provider is not liable:

- a) the availability of the Customer's or the End User's internet connection (including a back-up internet connection) with sufficient capacity for the provision of the Services;
- b) the due functioning of the equipment used by the Customer or the End Users when using the Services (software, hardware etc.); and
- c) the due functioning of the internet connection between the Customer or the End Users and the data center from where the Services are provided; and
- d) the provision of due cooperation by the Customer.

7.5 Without an explicit prior written consent of the Provider, the Customer shall not, and will not permit any third-party to: (a) use the Derivative Data and/or Provider Data or provide access to the Provider Data and/or the Derivative Data to any third party; (b) decompile, disassemble, or reverse engineer the signageOS System; (c) remove, modify, or obscure any copyright or proprietary notices contained in the signageOS System, Derivative Data, and/or Provider Data; (d) access or use the signageOS System to circumvent or exceed signageOS System account limitations or requirements; (e) use the signageOS System for the purpose of building a similar or competitive product or service to the Services, (f) obtain unauthorized access to the signageOS System (including without limitation permitting access to or use of the signageOS System via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized users); (g) use the signageOS System, Derivative Data, and/or Provider Data in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (h) publish, post, upload or otherwise transmit any data via the signageOS System that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any

systems, data, personal information or property of another; (i) transmit spam, chain letters, or other unsolicited communications via the signageOS System; (j) interfere with or compromise the system integrity or security of the signageOS System or any systems running the signageOS System; or (k) take any action that imposes, or may impose, at the Provider's sole discretion, an unreasonable or disproportionately large load on the Provider's infrastructure.

- 7.6 The Customer is solely responsible for assessing and evaluating the suitability of signageOS System for its requirements. The Customer is further solely responsible for selection of personnel (in particular, but not limited to, the Users) that will be granted access to the signageOS System, as well as for any actions (or inactions) of such personnel accessing the signageOS System.
- 7.7 To the extent not prohibited by law, in no event shall the Provider be liable for personal injury or any incidental, direct, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profit, loss or corruption of data, loss arising from business interruption incurred by the Customer or any third party to which the Customer provides services with the signageOS System in accordance with the Agreement, or arising otherwise from use or operation of the signageOS System. Furthermore, the Provider is not liable for any losses, which could not be reasonably foreseen.
- 7.8 The Provider shall not be liable for any losses or damages inflicted on the Customer by (i) acts of any third party utilizing the signageOS System for provision of services to the Customer, (ii) malfunction of other information technology components used with the signageOS System in the Customer's information technology environment, or (iii) neglecting to maintain the signageOS System (including but not limited to, failure to use the most recent version regardless whether by intent or omission).
- 7.9 The Customer shall be solely responsible for (i) proper use of the signageOS System by its personnel (in particular, but not limited to, by the Users) and other parties who may use the signageOS System pursuant to this Agreement; (ii) ensuring that the signageOS System does not interfere with other components of the Customer's information technology environment; (iii) ensuring, in particular, but not limited to, that all computer hardware and other software and firmware used in conjunction with the signageOS System is free of defects and does not adversely affect the operation or performance of the signageOS System, (iv) establishing adequate operating procedures within the organization of the Customer related to use of the signageOS System, including, but not limited to, redundancy of critical systems (where applicable), and (vi) using the signageOS System in compliance with applicable personal data protection laws.
- 7.10 The Customer shall be solely responsible for the content displayed on devices using the signageOS System (whether such content is displayed by the Customer, the End-User or any other person other than the Provider) as well as for full compliance with all applicable laws, regulations and rights of third parties, in particular intellectual property rights. The Customer shall indemnify and hold the Provider harmless from all claims made against and all liabilities, reasonable costs, proceedings, damages and

expenses (including reasonable legal and other professional fees and expenses) awarded against, or incurred or paid by, the Provider as a result or in connection with any alleged or actual infringement of any laws, regulations or third party's rights related to the content displayed on devices using the signageOS System.

- 7.11 The Parties have agreed that the liability of the Provider for any harm (except for harm caused as a result of gross negligence or willful misconduct) towards any Customer with other Company Plan than Company Plan "Enterprise" arising out of a single breach of the Agreement by the Provider will be limited to 100 % of the fees paid to the Provider during the previous 12 months of effectiveness of the Agreement (or 100 % of the fees paid during the effectiveness of the Agreement, if the Agreement was effective for less than 12 months), and that the aggregate liability of the Provider for any harm arising out of all the breaches of the Agreement by the Provider (except for harm caused as a result of gross negligence or willful misconduct) will be limited to 100 % of the fees paid to Provider during the entire period of effectiveness of the Agreement. For the avoidance of doubt, the Provider shall not be liable to the Customer for any harm whatsoever if the Customer has not paid any fees to the Provider.
- 7.12 The Parties have agreed that the liability of the Provider for any harm (except for harm caused as a result of gross negligence or willful misconduct) towards any Customer with Company Plan "Enterprise" arising out of a single breach of the Agreement by the Provider will be limited to the maximum available coverage under insurance policy of the Provider which the Provider has in place at the time of the respective breach. The Provider represents that it shall maintain general liability insurance and product liability insurance for not less than USD 1,000,000 per claim during the term of the Agreement.
- 7.13 The Provider may revise the features and functions of the signageOS System from time to time, including without limitation by adding new features and functions, modifying current features and functions and/or removing current features and functions. The Provider shall notify the Customer at least sixty days before any revision of the signageOS System materially reducing the features, functionality or backward compatibility of the signageOS System takes effect.

8. USE AND PROTECTION OF DATA

- 8.1 By submitting the Customer Data to the Provider, the Customer hereby represents and warrants that it has all rights necessary to provide the Customer Data to the Provider and the Provider's employees and other Provider's coworkers in a relationship similar to employment in order for them to participate in the provision of the Services. The Customer acknowledges and agrees that it shall be responsible in the event that any damage or loss of any kind results from the Customer's provision of any Customer Data that are not owned or controlled by the Customer. The Customer is solely responsible for the validity, completeness and correctness of the Customer Data.

- 8.2 The Customer remains the sole owner of the Customer Data with all the rights relating to it. The Provider shall have no right to sell, resell, license, sublicense, assign, or otherwise transfer any Customer Data provided by the Customer without the Customer's prior consent. Notwithstanding the foregoing, the Provider may create, collect, analyze, and use the Derivative Data for purposes of operating, analyzing, improving, or marketing the Services and any related services. If the Provider publishes, shares, or discloses any Derivative Data, such data will be aggregated or anonymized to reasonably avoid identification of the Customer and/or the Customer's End Users and protect the Customer's Confidential Information.
- 8.3 The Provider shall implement and maintain industry-standard information security processes (including reasonable technical, administrative, and physical safeguards) designed to prevent unauthorized access to or use or disclosure of the Customer Data.
- 8.4 The Provider remains the sole owner of the Provider Data and Derivative Data with all the rights relating to it. The Customer shall have no right to sell, resell, license, sublicense, assign, or otherwise transfer any Provider Data or Derivative Data which it processes during the course of consuming the Services.
- 8.5 The Customer acknowledges and agrees that the Provider may use third-party data in the course of provision of the Services. The Provider shall not be responsible to the Customer for the validity, completeness and correctness of the such data provided by third parties.
- 8.6 The processing of personal data by the Provider is governed by Privacy Policy which is considered an integral part of these Terms and which is available on the Provider's website at <https://www.signageos.io/privacypolicy>.

9. CONFIDENTIALITY

- 9.1 The Provider and the Customer each agree to retain in confidence the non-public information and know-how disclosed pursuant to the Agreement (the "**Confidential Information**"). Notwithstanding any failure to so designate them, the Services, the Derivative Data, the Provider Data, and the terms and conditions of the Agreement shall be the Provider's Confidential Information, and the Customer Data shall be the Customer's Confidential Information. Each Party agrees to: (a) preserve and protect the confidentiality of the other Party's Confidential Information; (b) refrain from using the other Party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees and subcontractors as is reasonably required in connection with the exercise of its rights and obligations under the Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein).
- 9.2 Each Party agrees to immediately notify the other Party of any unauthorized disclosure or use of any Confidential Information and to assist the other Party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested. Notwithstanding the foregoing, either Party may disclose Confidential Information of the other Party which is: (i) already publicly known

without breach of the Agreement; (ii) discovered or created by the receiving party without use of, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (iv) required to be disclosed by law or court order; provided that the receiving party shall provide prompt notice thereof and reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Moreover, either Party hereto may disclose any Confidential Information hereunder to such Party's agents, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as reasonably required to resolve any dispute between the parties hereto.

- 9.3 The obligation to maintain the information as confidential in the sense of this Clause 9 survives the expiration of the Agreement and lasts for three years from its expiration.
- 9.4 The Provider shall be entitled to use the Customer's brand, name and information on the scope of Services provided as a reference subject to the Customer's acceptance of the information that is to be used as part of the reference; the Customer's acceptance shall not be unreasonably withheld or delayed. Such limited use shall not be deemed a breach of the confidentiality obligation.

10. EFFECTIVE DATE, TERMINATION

- 10.1 The Agreement shall become effective as of the Effective Date and shall continue in force for the whole Term unless terminated as provided in the Agreement.
- 10.2 Customers using the Company Plan "Open" may terminate the Agreement at any time without any notice period by terminating their signageOS Company Account.
- 10.3 Customers using the "Starter", "Business" or "Enterprise" Company Plan may terminate the Agreement without liability to the Provider by serving a written termination notice to the Provider. The Agreement will terminate at the end of the calendar month in which the written termination notice was delivered to the Provider. For the avoidance of doubt, the Customer shall be charged all applicable fees related to the Services until the end of the respective billing period.
- 10.4 The Provider may terminate the Agreement with Customers using Company Plans "Starter", "Business" or "Enterprise" without liability to the Customer by serving a written termination notice to the Customer with a three (3) month notice period which shall commence at the beginning of the calendar month immediately following the month in which the written termination notice was delivered to the Customer. The Agreement will terminate upon the lapse of the notice period. For the avoidance of doubt, the Customer shall be charged all applicable fees related to the Services until the end of the notice period.

10.5 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may also terminate the Agreement without liability to the other Party if:

- the other Party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach;
- an order is made or a resolution is passed for the winding-up or liquidation of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of such Party;
- an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of such Party, or notice of intention to appoint an administrator is given by such Party or its directors;
- a receiver is appointed of any of the other Party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of such Party, or if any other person takes possession of or sells such Party's assets;
- the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt;
- the other Party ceases, or threatens to cease to trade; or
- the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

10.6 Upon the termination of the Agreement, any and all devices that were operated by the Customer under the terminated Agreement shall be Deactivated. For the avoidance of doubt, the Parties have expressly agreed that the obligation of the Customer to pay the respective fees or make other payments pursuant to the Agreement in favor of the Provider with respect to Services provided by the Provider to the Customer prior to the termination of the Agreement shall not be affected by the termination of the Agreement.

10.7 The termination of the Agreement shall not entitle the Customer to any reimbursement of any fees paid to the Provider or any other compensation or discount. Notwithstanding the previous sentence, if the Agreement has been terminated by the Provider and the Services have not been provided for the entire period for which the Customer has prepaid respective fees, and unless the Agreement was terminated due to the Customer's material breach of the Agreement (in particular, but not limited to, because the Customer is in default with payment of any amount according to the Agreement), the Provider shall reimburse to the Customer a

pro rata portion of the prepaid fees corresponding to the extent in which the Services have not been provided in the respective period of time.

- 10.8 If this Agreement is terminated by either Party, the Customer shall immediately discontinue any further use of the signageOS System and upon request enable inspection by Provider's representatives to verify its compliance with this provision.
- 10.9 If the Provider files a petition in bankruptcy, or has filed against it an involuntary petition in bankruptcy, or applies for or consent to the appointment of a receiver, custodian, trustee or liquidator, or makes a general assignment for the benefit of creditors or an encumbrancer takes possession over any of the material property or assets of the Provider, or ceases to carry on its business which is the subject matter of this Agreement and any of the foregoing, if such occurs, materially and adversely affects the ability of the Provider to perform its obligations under this Agreement, the Provider shall to the extent permitted by applicable laws:
- a) offer to Customers using Company Plan "Open", "Starter" and/or "Business" free of charge a non-exclusive, unlimited license to use signageOS Open (Articles 3.3.6 and 3.3.7 will not apply); or
 - b) offer to Customers using Company Plan "Enterprise" an on-premise installation of signageOS Platform on the Customer's hardware along with a non-exclusive, unlimited license to use signageOS Platform, provided that the Customer and the Provider agree on financial and other terms of such installation and licensing.

11. FINAL PROVISIONS

- 11.1 The Agreement consisting of these Terms and, in case of signageOS Platform, also of the Order Form (together with their Schedules and Appendices) represents the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, with respect to the matters covered by the Agreement, and is not intended to and does not confer upon any third party (including, but not limited to, the End Users) any rights, claims or remedies. The Customer acknowledges that it has not entered in the Agreement based on any representations other than those contained herein.
- 11.2 No Party shall be deemed to be in breach of the Agreement for any failure or delay in performing its obligations under the Agreement as a result of an act of Force Majeure or entitled to compensation for any losses or damages caused by the act of Force Majeure.
- 11.3 The Provider reserves the right, in its sole discretion, to amend, modify, supplement or otherwise change these Terms (including Appendix 1) and the Global Price List at any time and for any reason. The Provider shall announce any such changes at least 30 days in advance, stating the effective date of the changes, by displaying a notice on the Provider's website <http://www.signageos.io/terms>, in the signageOS Company Account and by sending the updated Terms to the Customer via e-mail. The Customer

shall review the information posted on the Provider's website <http://www.signageos.io/terms> and in the signageOS Company Account periodically to stay informed of all announced changes. If the Customer does not agree with the announced changes, the Customer shall be entitled to terminate the Agreement by (a) serving a written termination notice to the Provider before the effective date of the changes in case of Customers using the "Starter", "Business" or "Enterprise" Company Plan, or (b) terminating the signageOS Company Account before the effective date of the changes in case of Customers using the Company Plan "Open". If the Customer terminates the Agreement in accordance with the preceding sentence, the Agreement will terminate as of the effective day of the announced changes and the Customer will be charged all applicable fees related to the Services until the effective date of the announced changes. If the Customer does not terminate the Agreement in accordance with the above, the Customer will be deemed to have agreed with the announced changes and will be bound by them. Any new version of the Terms (including Appendix 1) and the Global Price List supersedes their previous version as of the date of effectivity of the new version.

- 11.4 The Provider reserves the right, in its sole discretion, to amend, modify, supplement or otherwise change Appendix 2 of these Terms at any time and for any reason. The Provider shall announce any such changes of Appendix 2 by displaying a notice on the Provider's website <http://www.signageos.io/eula> and in the signageOS Company Account. The Customer shall review the information posted on the Provider's website <http://www.signageos.io/eula> and in the signageOS Company Account periodically to stay informed of all announced changes. Any new versions of Appendix 2 shall become effective and binding on the Customer upon their announcement by the Provider.
- 11.5 No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.6 The Agreement as a whole shall remain in effect also if any of its provision is or becomes invalid, illegal or unenforceable. The Parties hereby undertake to substitute such invalid, illegal or unenforceable provision by other, valid, legal and enforceable provision, which, by its content and meaning, best corresponds to content and meaning of the original provision.
- 11.7 The Agreement shall be governed by the laws of the Netherlands. The Parties hereby agree that all litigation arising out of the Agreement shall be subject to the jurisdiction of the courts of the Netherlands.
- 11.8 The Customer shall not, without the prior written consent of the Provider, assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under the Agreement.

11.9 In case of discrepancies between the Order Form and these Terms, the Order Form shall prevail.

11.10 The following appendices form an integral part of these Terms:

Appendix 1 – Service Level Agreement

Appendix 2 – End User License Agreement

This signageOS Software-as-a-Service Terms and Conditions version 2.0 enters into force and become effective as of 1st July 2020.

Appendix 1 – Service Level Agreement

signageOS

SERVICE LEVEL AGREEMENT

version 2.0

1. INTRODUCTORY PROVISIONS

- 1.1. This Service Level Agreement (the “**SLA**”) sets forth the Parties’ rights, obligations and remedies with respect to failures of the signageOS System, and forms an integral part of the signageOS Software-as-a-Service Terms and Conditions (the “**Terms**”) and the Agreement concluded between you as the Customer and us, signageOS s.r.o., as the Provider. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Terms.
- 1.2. This SLA is available only to Customers using Company Plans “Business” and/or “Enterprise”. Other Customers shall not have any rights under this SLA.
- 1.3. If the Customer has selected Company Plan “Business” or Company Plan “Enterprise” (i.e. not Company Plan “Starter” or Company Plan “Open”), the Customer may request from the Provider remedies for failures of the signageOS System only under the conditions and to the extent expressly stipulated in this SLA.
- 1.4. The Customer using the Company Plan “Business” and/or “Enterprise” shall register in the signageOS Company Account one or more contact persons which will be exclusively authorized to submit cases to the Provider in accordance with this SLA (the “**Support Contacts**”). The maximum available number of Support Contacts is stated in the respective Company Plan. In case the Customer would like to register more Support Contacts than anticipated in the respective Company Plan, the Customer may request the Provider to increase the maximum number of available Support Contacts. Please note that the Provider may charge the Customer for such increase of the maximum number of available Support Contacts. For the avoidance of doubt, the Parties agreed that the Provider shall not be obliged to accept or respond to submissions made by other persons than the registered Support Contacts under any circumstances.

2. AVAILABILITY OF THE SERVICES

- 2.1. For the purposes of this SLA, the Services shall be considered available as long as (a) the signageOS System performs functions stated by the Provider and (b) the Customer is able to log in to the signageOS Platform relevant service user interfaces and (c) the Customer is able to successfully perform REST API requests to the signageOS Platform (the “**Availability**” and “**Available**”).
- 2.2. This SLA covers the following services from the signageOS Platform: API (<https://api.signageos.io>), Platform (<https://platform.signageos.io>), Box (<https://box.signageos.io>) and Docs (<https://docs.signageos.io>). For the avoidance of doubt, the SLA does not cover signageOS Core Apps.
- 2.3. The Provider shall use commercially reasonable efforts to ensure that the Services are Available for the Customer’s use according to Service Availability applicable to the respective Company Plan as specified in Article 2.7 below. Availability shall be measured each calendar month on the basis of the total number of minutes in such calendar month that the Services were actually Available for the Customer’s use and the total number of minutes in such calendar month that the Services should have been Available for the Customer’s use in accordance with the following formula:

$$A = \frac{(T - M - D)}{(T - M)} * 100\%$$

where:

A = Availability (in %)

T = Total number of minutes in a calendar month

M = Total number of minutes of Scheduled Maintenance (as defined in Article 2.4 below) in a calendar month

D = Total number of minutes of Downtime (as defined in Article 2.5 below) in a calendar month

- 2.4. The calculation of Availability shall not include time when the Services were not Available due to routine system maintenance performed during scheduled maintenance windows that occur periodically throughout the month (the “**Scheduled Maintenance**”). Currently, Scheduled Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, and four (4) hours for quarterly maintenance. The Provider’s current weekly Scheduled Maintenance begins at 00:01 am (EST) on every Wednesday; monthly Scheduled Maintenance begins 00:01 am (EST) on last Saturday of every calendar month; and quarterly

Scheduled Maintenance begins at 04:01 am (EST) on last Saturday every calendar quarter. All times are subject to change in the Provider’s sole discretion upon reasonable notice.

- 2.5. If actual maintenance exceeds the time allocated for the Scheduled Maintenance, or if the Services are not Available for other reasons than the Scheduled Maintenance, such time shall be considered as downtime (the “**Downtime**”). If actual maintenance takes less time than allocated for the Scheduled Maintenance, however, the saved time shall not be used to offset any Downtime.
- 2.6. The measurement point of the Service Availability is the availability of the Provider’s production data center’s Internet connection points. The Customer may access information about Availability of the Services at <https://status.signageos.io/> anytime.
- 2.7. The Provider shall use commercially reasonable efforts to ensure that the Service Availability for Company Plans “Business” and “Enterprise” shall be as follows:

Company Plan	Business	Enterprise
Service Availability	99.50 %	99.99 %

3. TECHNICAL INCIDENT SUPPORT

- 3.1. The Provider shall provide technical incident support to the Customer based on the respective Company Plan for which the Customer subscribed and in accordance with the terms and conditions set forth in this Article 3 below.
- 3.2. **Technical Incident Support Time:** The Provider shall provide the Customer with technical incident support in accordance with the following table:

Company Plan	Business	Enterprise
Technical Incident Support Time	16 x 5 (weekdays) Monday – Friday 2:00 am – 6:00 pm EST	24 x 7 x 365 Sunday – Saturday 0:00 am – 11:59 pm EST

- 3.3. **Critical Services:** For the purpose of this SLA, “**Critical Services**” of the signageOS Platform shall mean: Box (<https://box.signageos.io>), API (<https://api.signageos.io>), Platform (<https://platform.signageos.io>) and Docs (<https://docs.signageos.io>).
- 3.4. **Technical Incident Submittal:** Only the Customer’s registered Support Contacts may submit technical incidents (collectively the “**Cases**” and individually the “**Case**”) to the Provider by sending an e-mail to support@signageos.io. Support Contacts must be trained by the Customer on the Services for which they initiate support requests. Each Case shall be assigned a unique number. The Provider shall respond to each Case in accordance with this SLA and shall use commercially reasonable efforts to promptly resolve each Case. Actual resolution time will depend on the nature of the Case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue. Case reporting is available via <https://docs.signageos.io>.
- 3.5. Each Party will furnish the other Party with such relevant information as may reasonably be required to provide technical incident support to the Customer. Such information shall include in particular (but not limited to) information about:
- a) Services affected;
 - b) Start time of the Case;
 - c) Current status of troubleshooting;
 - d) Impact of the Case on the End User;
 - e) Description of Services or any aspect of Services that is not Available to the Customer; and
 - f) Estimated time to repair (ETTR).
- 3.6. **Severity Level Assignments:** The Customer shall reasonably self-diagnose each Case and suggest to the Provider an appropriate designation of severity level of the Case in accordance with Article 3.8 below (the “**Severity Level**”). The Provider shall validate the Customer’s Severity Level designation and, if applicable, notify the Customer of a proposed change in the Severity Level designation to a higher or a lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each Party shall promptly escalate such conflict to its management team for resolution through consultation between the Parties’ management, during which time the Parties shall continue to handle the Case in accordance with the Provider’s Severity Level designation.
- 3.7. **Technical Incident Support, Response Time and Escalation:** Response time is the period of time from the moment when the Case report was received by the Provider on the support@signageos.io e-mail until the Provider responds to the Customer and/or escalates the conflict, if appropriate. Because of the widely varying nature of

possible technical issues, it is not possible to provide specific resolution commitments.

3.8. Severity Levels and Response Time Grid

Severity Level	Description	Company Plan	
		Business	Enterprise
Severity 1	<p>Definition: This incident level is attained when any of the following types of conditions is met: (i) a complete outage of a Critical Service, (ii) a reoccurring temporary outage of a Critical Service, (iii) inability to provide the Services, (iv) loss of data, (v) inability to service User help requests, (vi) any security incident that has a negative impact on the Customer, or (vii) issue is affecting > 15% of all Customers.</p> <p>Resolution: The Provider will work to resolve the problem until the Services are returned to normal operation. The Customer will be notified of status changes.</p> <p>Escalation: If the Case has not been resolved within two (2) hours, the Provider will escalate the Case to the appropriate member of the Provider’s support team. The escalated Case will have higher priority than ongoing support, development or operations initiatives.</p> <p>Customer Response Commitment: The Customer shall remain accessible by e-mail</p>	<p>Initial response within 120 minutes.</p> <p>Subsequent updates every 120 minutes, or as agreed during incident.</p>	<p>Initial response within 60 minutes.</p> <p>Subsequent updates every 60 minutes, or as agreed during incident.</p>

	for troubleshooting from the time the Case is submitted until such time as it is resolved.		
Severity 2	<p>Definition: This incident level is attained when any of the following types of conditions is met: (i) a significant degradation of the Services occurs, (ii) recent modifications to the signageOS System cause the Services to operate in a way that is materially different from those described in the Services specifications, (iii) issue is affecting between 1% and 15% of all Customers AND no workaround exists.</p> <p>Resolution: The Provider will work to resolve the Case until the Services are returned to normal operation or a workaround is introduced. The Customer will be notified of status changes.</p> <p>Escalation: If the Case has not been resolved within four (4) hours, the Provider will escalate the problem to the appropriate member of the Provider’s support team. The escalated Case will have higher priority than ongoing support, development or operations initiatives.</p> <p>Customer Response Commitment: The Customer shall remain accessible by e-mail for troubleshooting from the time the Case is submitted until such time as it is resolved.</p>	<p>Initial response within four (4) hours.</p> <p>Subsequent updates every four (4) hours or as agreed during incident.</p>	<p>Initial response within two (2) hours.</p> <p>Subsequent updates every two (2) hours or as agreed during incident.</p>
Severity 3	<p>Definition: This incident level is attained when any of the following types of conditions is</p>	<p>Initial response within one</p>	<p>Initial response</p>

	<p>met: (i) a minor degradation of the Services delivery occurs (i.e. slower response time on requests in the Box), (ii) recent modifications to the signageOS System cause the Services to operate in a way that is materially different from those described in the product definition for non-essential features, (iii) issue is affecting < 1% of all Customers AND a workaround exists but is not optimal.</p> <p>Resolution: If resolution requires a bug fix, the Provider will add the bug fix to its development queue for future update and suggest potential workaround until the Case is resolved in a future update. The Customer will be notified of status changes.</p> <p>Escalation: If the Case has not been resolved within one (1) week, the Customer may request that the Provider escalates the Case to the appropriate member of the Provider’s support team.</p> <p>Customer Response Commitment: The Customer will respond to the Provider’s requests for additional information and implement recommended solutions in a timely manner.</p>	<p>(1) business day.</p> <p>Subsequent updates everyone (1) business day or as agreed during incident.</p>	<p>within twelve (12) hours.</p> <p>Subsequent updates every four (4) hours or as agreed during incident.</p>
<p>Severity 4</p>	<p>Definition: Non-system issues such as change of a registered Support Contact, requests for SLA reports or business documents, etc., questions about configuration and functionality</p>	<p>Initial response within two (2) business days.</p>	<p>Initial response within one (1) business day</p>

	<p>should be addressed to the signageOS Docs at https://docs.signageos.io. If necessary to open a support case requesting assistance, Severity 4 shall be used.</p> <p>Resolution: The Provider will respond to the request. The Customer will be notified of status changes.</p> <p>Escalation: None.</p> <p>Customer Response Commitment: The Customer will respond to the Provider's requests for additional information in a timely manner.</p>		
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4. REMEDIES

4.1. The remedies stated in this Article 4.1 are the Customer's sole and exclusive remedies and the Provider's sole and exclusive obligations in case of any failure of interruption of the Services. In the event that the Provider fails to achieve the respective Availability objective in accordance with Article 2.7 above in any given calendar month, the Customer shall be entitled to request a service credit (the "**Service Credit**") equal to the corresponding percentage noted below of one (1) month's fees for the Services (or their respective part) affected by the Provider's failure to achieve the respective Availability objective in accordance with Article 2.7 above for the calendar month in which the Availability objective was not achieved. The Parties agreed that the Service Credit shall not in any case exceed 30% of the fees due to the Provider for the respective calendar month.

Service Availability	Company Plan	
	Business	Enterprise
Uptime of ≥ 99.99 %	No Credit	No Credit

Uptime of ≥ 99.5 % and < 99.99 %	No Credit	10 %
Uptime of ≥ 99.0 % and < 99.5 %	5 %	15 %
Uptime of ≥ 95.0 % and < 99.0 %	10 %	20 %
Uptime of ≥ 90.0 % and < 95.0 %	20 %	25 %
Uptime of < 90.0 %	30 %	30 %

4.2. Notwithstanding the above, the Customer shall not become entitled to any remedy (i.e., no Service Credits will be issued, and an outage will not be considered unavailability for purposes of this SLA) if the Customer is late with fulfilling any of its payment obligations either at the time when the outage occurs or at the time when the Service Credit would otherwise be issued. To receive Service Credits, the Customer must submit a written request within 15 calendar days after the end of the calendar month in which the Availability objective was not achieved at the latest, otherwise the Customer’s right to receive Service Credits with respect to such unavailability will be considered waived.

5. MISCELANEOUS

5.1. **signageOS Support Scope:** The Provider will support only such functionality that is developed by the Provider and under its direct control. For all other functionality, and/or issues or errors in the signageOS System caused by issues, errors and/or changes in the Customer’s, User’s or End User’s information systems and/or third party products or services, the Provider may, in its own discretion, assist the Customer and its third-party providers in diagnosing and resolving issues or errors but the Customer acknowledges that these matters are outside of the Provider’s support obligations. Service level failures attributable to (i) the Customer’s, User’s or End User’s acts or omissions; and (ii) Force Majeure events shall be excused.

5.2. **signageOS API and signageOS Core Apps Support:** The Provider recommends using the most recent version of the signageOS APIs and the signageOS Core Apps in order to receive optimum performance and stability of the signageOS System. Prior versions of signageOS APIs and the signageOS Core Apps are updated to support backward compatibility for all prior versions of signageOS APIs and the signageOS Core Apps that have not reached an end-of-life status.

5.3. The Provider shall make end-of-life announcements not less than six (6) months before the end-of-life of each signageOS APIs and the signageOS Core Apps. All announcements concerning the signageOS APIs and the signageOS Core Apps will be communicated through signageOS Docs at <https://docs.signageos.io>.

- 5.4. Backward compatibility means that an integration created to work with a given signageOS API version or the signageOS Core App version will continue to work with that same signageOS API version or the signageOS Core App version even as the Provider introduces new signageOS API versions or the signageOS Core App versions. With the exception of backward-compatibility updates, prior versions of signageOS APIs and the signageOS Core App are not enhanced.

- 5.5. The Provider reserves the right, in its sole discretion, to amend, modify, supplement or otherwise change this SLA in accordance with the Terms at any time and for any reason. Any new version of this SLA supersedes its previous version as of the date of effectivity of the new version.

This SLA version 2.0 enters into force and become effective as of 1st July 2020.

Appendix 2 – End User License Agreement

END USER LICENSE AGREEMENT

of

signageOS Core Apps

version 2.0

1. GENERAL

- 1.1. This EULA sets forth the terms of use by end users of signageOS Core Apps (collectively the “**Applications**” and individually the “**Application**”, as defined below) which are supposed to be used exclusively as part of the signageOS System – a unique software solution based on a unification platform for device management and content playback built specifically for the Digital Signage industry and related services, which is developed by signageOS s.r.o, a company incorporated in the Czech Republic, VAT ID No. CZ02772132, with its registered office at Jeseniova 2769/208, Zizkov, 130 00 Prague 3, Czech Republic, registered with the Municipal Court in Prague, file No. C 223301 (the “**Provider**”, “**we**”, “**us**” and “**our**”).
- 1.2. By downloading, accessing, installing or using the Applications, you confirm that you have read this EULA and that you agree to be bound by this EULA. This EULA sets out the rights and obligations governing the relationship between us, as the Provider and you, as the end user of the Applications.
- 1.3. This EULA does not apply to the use of the Applications by our Customers with valid Company Plans (within the meaning of signageOS Software-as-a-Service Terms and Conditions available at: <http://www.signageos.io/terms>, the “**Terms**”) to the extent in which the provisions of this EULA are conflicting with the provisions of the Terms (excluding this EULA).
- 1.4. We reserve the right to amend this EULA at any time. If you disagree with any provision of this EULA, you must immediately discontinue your access to and use of the Applications. Continued use of the Applications constitutes acceptance of this EULA, as may be amended from time to time.

2. DEFINITIONS

- 2.1. In this EULA, the following capitalized terms shall have the following meanings, except where the context otherwise requires:
“**CMS partner**” means an entity using the signageOS System or parts of the signageOS System to provide services to the End User (if any).

“EULA” means this End User License Agreement.

“Applications” or “Application” means device and operating system specific application or applications that enable the playback of content and remote management of the device, or any one of them, that are listed as signageOS Core Apps in Exhibit 1 of this EULA and/or on our website <http://docs.signageos.io/core-apps-list> or any application that can be generated and downloaded from <http://www.signageos.io> website, <http://0099.io> website and any of its sub-domains. We reserve the right to update the list of signageOS Core Apps at any time by publishing an updated list of signageOS Core Apps on our website and/or by publishing a new version of Exhibit 1 of this EULA.

“Privacy Policy” means our Privacy Policy available at: <https://www.signageos.io/privacypolicy>.

“Terms” means signageOS Software-as-a-Service Terms and Conditions available at: <http://www.signageos.io/terms>.

“End User” means the end user of the Applications.

3. TERMS OF USE OF THE APPLICATIONS

- 3.1. You are aware of the fact that your ability to use the Applications depends on the following conditions for which we are not responsible:
 - a) the availability of the End User’s internet connection (incl. a back-up internet connection) with sufficient capacity for the provision of the Applications;
 - b) the due functioning of the equipment used by the End User when using Applications;
 - c) the due functioning of the internet connection between the End User and the data center from where Applications are provided;
 - d) the provision of due cooperation by the End User.
- 3.2. We reserve the right to change, modify, substitute, suspend or remove without notice any information on the Applications from time to time. Your access to the Applications may also be restricted to allow for updates, repairs, maintenance or the introduction of new features or services.
- 3.3. We reserve a right at our discretion to restrict the End User’s use of Applications for any reason or without a reason, including but not limited to, the End User’s violation of any laws or this EULA.
- 3.4. The End User acknowledges and agrees that the Provider has no obligation to provide maintenance and support of the Applications to the End User. The End User further acknowledges and agrees, that the Provider may discontinue the provision or availability of the Applications at any time in its own discretion and without any liability to the End User.

4. OBLIGATIONS OF THE END USER

4.1. As the End User you are obliged to:

- a) use the Applications only in accordance with the purpose designated by the Provider;
- b) use the Applications only in a manner, that complies with all applicable laws in the jurisdiction, in which the End User uses the software, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights;
- c) use the Applications only in a manner that shall not violate our rights or any third-party rights;
- d) undertake any and all security measures to ensure proper functioning of the Applications (including adequate technical, administrative and physical safeguards);
- e) refrain from using or otherwise exporting or re-exporting the Applications except as authorized by the law of the jurisdiction in which the Applications were acquired. In particular, but without limitation, any export or re-export of the Applications must not violate any sanctions or embargoes imposed on countries by (i) the Czech Republic, (ii) the European Union, (iii) the United States of America, or (iv) the United Nations;
- f) refrain from usage of the Applications in any countries and territories which are subject to sanctions or embargoes imposed by (i) the Czech Republic, (ii) the European Union, (iii) the United States of America, or (iv) the United Nations;
- g) refrain from usage of the Applications in a manner that would lead directly or indirectly to, without limitation, the development, design, manufacture, or production of nuclear missile or chemical or biological weapons;
- h) refrain from any conduct such as decompiling, disassembly or reverse engineering of the Applications;
- i) refrain from any conduct, that would cause building a similar or competitive product of the Applications;
- j) refrain from any conduct, that would cause removing, modification, obscuring, translation or reproduction of the Applications as well as infringement of copyright or proprietary notices contained in the Applications; and
- k) indemnify the Provider without undue delay for all harm (including lost profit) suffered by the Provider as a result of the breach of the End User's obligations pursuant this EULA.

5. PERSONAL DATA PROTECTION

- 5.1. The End User acknowledges that the processing of personal data by the Provider is governed by the Privacy Policy.

6. INTELLECTUAL PROPERTY

- 6.1. The End User acknowledges and agrees that we remain the exclusive holder of all rights

relating to the Applications and that the Applications are protected by copyright laws and other related regulations. We grant you only the right to use the Applications to the extent necessary for the use of the Applications in accordance with their purpose and this EULA.

- 6.2. Nothing in this EULA shall be construed as granting, assigning or transferring any intellectual property rights to the Applications and any parts thereof, know-how, trade secrets, documents, technologies, patents or expertise owned by us or used in operation of the Applications.
- 6.3. The End User shall not sell, license, sublicense, lease, rent, distribute, disclose, permit access to, transfer or make otherwise available to any third party, whether for profit or without charge, the Applications or any part thereof.
- 6.4. The Applications may include third-party software code or components (such as frameworks, libraries, modules, application interfaces, tools, graphic objects, etc.) protected by such third party's intellectual property rights. A full list of such third-party software code or components is available on the Provider's website at <http://www.signageos.io/oss>. The Provider hereby provides the End User with the non-exclusive and non-transferable right to use third-party software code or components to the extent in which such third-party software code or components are included in the Applications.
- 6.5. The End User shall not without a prior written approval of the Provider rename the Applications, or remove their identifications, copyrights, logotypes, logomarks, trademarks or other intellectual property notices, information or acknowledgements. Any logomarks and trademarks of the Provider are and shall remain the sole property of the Provider.

7. LIMITATION OF LIABILITY

- 7.1. The Applications are provided to the End User on "as-is" basis. The End User acknowledges and agrees:
 - a) that it installs the Applications at its sole risk and on its own liability;
 - b) that it shall ensure that the Applications do not interfere with other components of the End User's technology environment and that in particular, but not limited to, all computer hardware and other software and firmware is used in conjunction with the Applications and that the Applications are free of defects;
 - c) that it is solely responsible for proper use of the Applications and the content displayed on devices using the Applications;
 - d) that it is solely responsible for assessing and evaluating the suitability of the Applications for its requirements;
 - e) that it shall have no remedy for any failure of the Applications unless explicitly agreed otherwise with the Provider; and

f) that the Provider does not warrant that the Applications will be available, uninterrupted or error free.

7.2. Under no circumstances, including negligence, shall we, our officers, agents or anyone else involved in creating, producing, or distributing the Applications be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Applications; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to our records, programs or services.

7.3. Except as expressly set forth in this EULA, we make no warranties, express, implied or statutory, relating to anything within the scope of the contract between you and us. All implied warranties of merchantability, fitness for a particular purpose, noninfringement, compatibility, title, usage of trade and course of dealing are expressly disclaimed and excluded. This disclaimer applies to, but is not limited to, all software, goods, improvements, equipment, and services provided by us to the End User unless explicitly agreed otherwise in writing.

8. MISCELLANEOUS

8.1. To the extent permitted by law, this EULA, as well as your use of the Applications, is governed and construed in line with the laws of the Netherlands, and any dispute arising in connection with this EULA and use of the Applications shall be settled solely at the competent court in the Netherlands.

8.2. If any part of this EULA becomes invalid, legally ineffective or non-binding, the other parts of this EULA shall survive. In such a case, the invalid provision shall be enforced in full in accordance with the applicable law, and you shall adopt measures with an effect similar to the invalid, legally ineffective or non-binding measure, in accordance with the content and purpose of this EULA.

8.3. We may update this EULA (including Exhibit 1) by publishing updated EULA via our website, and the EULA shall apply and become effective from the date of such publication. By using the Applications, you agree with the current wording of our EULA and you undertake to follow them.

8.4. The End User may not assign any rights or obligations towards us to any third party without our prior written consent.

8.5. Nothing in this EULA confers or purports to confer on any third party any benefit or any right to enforce any term of this EULA.

8.6. This EULA does not affect your rights vis-à-vis your CMS partner stipulated in other agreements (if any).

This EULA version 2.0 enters into force and become effective as of 1st of July 2020.

Exhibit 1

List of signageOS Core Apps

Brand	Operating System	Website
Samsung	Tizen	https://t.signageos.io
Samsung	SSSP	https://s.signageos.io
LG	webOS	https://w.signageos.io
BrightSign	BrightOS	https://b.signageos.io
Philips	Android	https://a.signageos.io
BenQ	Android	https://a.signageos.io/benq
Panasonic	Android	https://a.signageos.io/panasonic
Sharp	Android	https://a.signageos.io/sharp
Lenovo	Android	https://a.signageos.io/lenovo
Elo	Android	https://a.signageos.io/elo
NEC	signageOS	https://o.signageos.io
---	Windows	https://win.signageos.io
RaspberryPi	signageOS	https://o.signageos.io