



End User License Agreement (Software EULA)

This End User License Agreement (this "EULA") is entered into by and between Visix ("Visix" or "Licensor") and Client as of the later date signed below (the "Effective Date"). The Parties acknowledge and agree that this EULA is an Exhibit of the Master Agreement.

1. DEFINITIONS.

- 1.1. **"Authorized Use"** means use of the Licensed Software for Client's own internal business operations in accordance with the Documentation for Client and its wholly owned affiliates. Authorized Use does not include prohibited uses such as reverse engineering or decompiling, use to create a competing product or service, any effort to remove or circumvent any security feature or copy protection feature, any use beyond the scope of the license granted in this Agreement, or any illegal, infringing or improper use.
- 1.2. **"Computer"** means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
- 1.3. **"Documentation"** means the electronic and paper user manuals, installation, technical, and training guides, help files, and other documents delivered by Licensor or its reseller or representative in conjunction with Licensed Software or made available to Client via Licensor's website.
- 1.4. **"Employee"** means an employee of Client or a third-party consultant engaged by Client and permitted to access the Licensed Software as permitted under this Agreement.
- 1.5. **"Licensed Software"** means the Object Code of the digital signage software set forth in the Quote that you are using when you agree to this EULA, and all enhancements, customizations, and modifications to such software that the Licensor makes generally available to its users, in its sole discretion, for no additional cost during the term of this EULA.
- 1.6. **"Object Code"** means computer programs assembled, compiled, or converted to magnetic or electronic binary, which are readable and usable by computer equipment, media files including video and audio files viewable on a computer, and computer-readable files containing documents, tests, and explanatory material that are provided by Licensor in connection with the Licensed Software.
- 1.7. **"Permitted Number"** means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by Visix.

2. LICENSE.

- 2.1. **Grant of License.** Subject to the terms, conditions, and restrictions set forth in the Master Agreement and EULA, Licensor grants to Client: a time-limited (beginning on the EULA's Effective Date and continuing until this EULA is terminated or expires as set forth herein), non-exclusive, non-transferable, non-sublicensable, license to use (for Client's own, legitimate internal business purposes) the Licensed Software and Documentation up to the Permitted Number of Computers for the Authorized Use by Client's Employees (the "License"). Client agrees that within seven (7) calendar days of the expiration of the License, Client will uninstall or otherwise destroy all copies of the Licensed Software, Documentation, and any portion thereof, in the possession or control of Client or Client's Employees. Client may not make any use of any software for which Client is not expressly obtaining a license under this EULA. Client understands and agrees that the Licensed Software and all copies thereof that Licensor provides to Client are being licensed and not sold. Client shall not own or have any rights in or to the Licensed Software, Documentation, or any copies thereof, by virtue of this EULA, other than the rights expressly conferred in the License. Any and all rights not expressly granted in this EULA are expressly reserved by Licensor.



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2.2. Restrictions.

2.2.1. Licensed Software. Client shall not, or permit any Employee or third party to, directly or indirectly: (i) reverse engineer, disassemble, or decompile the Licensed Software or any portion thereof; (ii) sublicense, rent, lease or otherwise transfer the Licensed Software, Documentation or any portion thereof; (iii) use the Licensed Software for any third-party use including, but not limited to, training, facilities management, time-sharing, service bureau use, or data processing; or (iv) combine the Licensed Software or any portion thereof with any unauthorized third party software.

2.2.2. Access to / Use of Licensed Software. Client shall be responsible and liable for the acts and omissions of all users arising from the access to the Licensed Software provided to Client. The Licensed Software may contain license protection procedures or technologies intended to limit access to the Licensed Software to the use permitted under this EULA. Client shall not circumvent or render inoperative any such protection procedures or technology or attempt, on its own or through any third party, to do so, and shall not assist any third party attempting to do so.

2.2.3. Installation. The Licensed Software will be installed (by or for Client) and used by Client on only one Computer. Client may install and use the Licensed Software on a second Computer only if one of the following applies: (i) the first Computer is destroyed or otherwise physically rendered incapable of executing the Licensed Software, (ii) the Licensed Software is securely deleted from the first Computer prior to installation on the second Computer, or (iii) Client obtains and valid license to install and use the Licensed Software on the second Computer from Licensor.

2.3. Disaster Recovery. Client may maintain a single copy of the Licensed Software on a backup media or a backup computer system for disaster recovery purposes; provided, however, (i) such copy may not be used by Client in any manner except in the event of a disaster and (ii) Client must stop using such copy immediately after the equipment affected by the disaster is restored to service or replaced.

2.4. Certification. On Licensor's request, but not more than once per year, Client shall furnish Licensor with a signed certification verifying that Client's use of the Licensed Software and Documentation is consistent with the terms and conditions of this EULA, which certification shall include information reasonably requested by Licensor.

2.5. Obligations. Client shall provide reasonable assistance to Licensor, as requested by Licensor when performing hereunder. The Parties acknowledge and agree that Licensor shall not be liable for any delay which results from Licensor's inability to perform where Client has failed to reasonably respond to a request from Licensor.

3. PAYMENT. Client shall pay Licensor or Licensor's authorized reseller the fees set forth in the applicable Quote. Payment of all fees and costs due hereunder shall be made according to the terms set forth herein and as set forth in **Section 3 of the Master Agreement.**

4. PROPRIETARY RIGHTS.

4.1. Ownership. Client acknowledges and agrees that Licensor owns, or is a licensee of, all right, title and interest in and to all Licensed Software (including all source code, enhancements, customizations, and modifications) and related Documentation and Licensor Confidential Information (and the media containing such Confidential Information) including, without limitation, all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto. Client agrees that it shall obtain no rights in or to the Licensed Software, Documentation, Licensor Confidential Information or any intellectual property relating to the foregoing by virtue of this EULA or Client's use of the Licensed Software, Documentation, or Licensor Confidential Information.

4.2. Modifications. Client may not make modifications to, or derivative works based on, the Licensed Software or Documentation except to the extent such modifications or derivative works result from use of documented features of the Licensed Software as described in the Documentation.



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5. LIMITED WARRANTY; DISCLAIMER.

5.1. Limited Warranty. Licensor warrants that, subject to this **Section 5**, for a period of ninety days from the date of delivery of the Licensed Software (the "**Warranty Period**"), the Licensed Software will materially perform in accordance with the Documentation provided it is used in accordance with the terms of this EULA and the Documentation. Licensor does not warrant that the Licensed Software shall be uninterrupted or error free or will satisfy Client's requirements.

5.2. Obligations of Licensor. For any claim under the warranty in **Section 5.1**, Licensor's sole obligation shall be to correct the Licensed Software so that it will perform in accordance with the applicable Documentation or, at Licensor's option, either (a) immediately provide Client with substituted Licensor Software or portions thereof which do not breach such warranty, or (b) refund a pro-rated portion of the license fees paid by Client to Licensor for the affected Licensed Software. Client shall promptly return all applicable Licensed Software (and related Documentation) to Licensor upon issuance of any such refund, or, if preapproved in writing by Licensor, destroy all copies of the Licensed Software in Client's possession or control.

5.3. Limitations. Licensor's obligations in **Section 5.2** shall not apply: (a) to any authorized or unauthorized modifications to the Licensed Software; (b) if the Licensed Software is not used in accordance with the Documentation or this EULA; (c) if Client is not using the most recent version of the Licensed Software; or (d) to any error or defect caused by Client, an Employee, any third party or any third-party software.

5.4. Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS **SECTION 5**, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS EULA OR THE LICENSED SOFTWARE OR ANY SERVICES PROVIDED TO CLIENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES. LICENSOR DOES NOT WARRANT THAT: (A) THE LICENSED SOFTWARE WILL OPERATE UNINTERRUPTED; (B) ALL LICENSED SOFTWARE ERRORS CAN BE CORRECTED; OR (C) THE APPLICATIONS CONTAINED IN THE LICENSED SOFTWARE ARE DESIGNED TO MEET ALL OF CLIENT'S BUSINESS REQUIREMENTS. CLIENT AGREES THAT VISIX IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR SECURITY BREACHES OF ANY KIND.

5.5. Exclusive Remedy. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY EXHIBIT OR QUOTE TO THE CONTRARY, THIS **SECTION 5** SETS FORTH CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SET FORTH IN **SECTION 5.1** ABOVE.

6. TERM AND EFFECT OF TERMINATION.

6.1. Term. This EULA and the licenses granted hereunder shall become effective as of the EULA's Effective Date and shall continue in effect perpetually unless sooner terminated under **Section 6.2** below.

6.2. Effect of Termination. Upon termination of this EULA for any reason: (a) all amounts due and owing by Client to Licensor or Licensor's reseller will be immediately payable; (b) use of the Licensed Software and Documentation will immediately cease; and (c) Client will delete and/or remove all Licensed Software from all computer hardware and storage media within Client's possession or control. Within seven calendar (7) days after termination of this EULA, Client will return to Licensor all copies of the Licensed Software, Documentation and any other Licensor Confidential Information in any form, including, but not limited to, partial copies thereof, and will certify to Licensor that all copies and portions thereof have been destroyed or returned.



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7. **Notice of U.S. Government End Users.** The Licensed Software and any accompanying documentation were developed at private expense and are deemed to be a “commercial item,” as that term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19(c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by DOD agencies are subject solely to the terms of this Agreement as stated in DFAR 227.7202. All U.S. Government users license the Licensed Software with only those rights set forth herein, including, without limitation, the following: Licensed Software may be transferred to the U.S. government only with the prior written consent of an officer of Licensor and solely as restricted computer software as provided in FAR 52.227-19 or subsequent citation (or DFAR 227-7202 or subsequent citation if the transfer is to a defense-related agency).