Appendix 2 – End User License Agreement

END USER LICENSE AGREEMENT

signageOS Core Apps

version 3.0

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 Evropska 11/2758, 160 00 Prague 6, 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 Pricing Plan (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 3.0 enters into force and become effective as of 1st of July 2023.

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
Bluefin	BrightOS	https://b.signageos.io
Philips	Android	https://a.signageos.io https://cc.signageos.io/android
Giada	Android	https://a.signageos.io https://cc.signageos.io/android
	Android	https://a.signageos.io https://cc.signageos.io/android
Hisense	Android	https://a.signageos.io https://cc.signageos.io/android
Yiayama	Android	https://a.signageos.io https://cc.signageos.io/android
BenQ	Android	https://a.signageos.io/benq https://cc.signageos.io/android
Panasonic	Android	https://a.signageos.io/panasonic https://cc.signageos.io/android
Sharp	Android	https://a.signageos.io/sharp https://cc.signageos.io/android
Lenovo	Android	https://a.signageos.io/lenovo https://cc.signageos.io/android
Elo	Android	https://a.signageos.io/elo https://cc.signageos.io/android
NEC	signageOS	https://o.signageos.io
---	Windows	https://win.signageos.io
RaspberryPi	signageOS	https://o.signageos.io
---	Linux	https://linux-package-repository.signageos.io

Sony	Android TV	https://a.signageos.io/sony.bpk
Sony	Android TV	https://cc.signageos.io/android/sony.bpk