**signageOS**

**SOFTWARE-AS-A-SERVICE TERMS AND CONDITIONS**

version 3.0

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 consisting of several products, such as device management platform **"CloudControl"** and unification content playback **"DevSpace"** 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: Evropska 11/ 2758, 160 00, Prague 6, 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 consisting of several products, such as a device management platform **"CloudControl"** and unification content playback **"DevSpace"** 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 a 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.

"**Business Continuity Plan**" (BCP) means a documented set of procedures and protocols that the Provider has in place to ensure the continued functionality of essential products or services during and after an unexpected disruption. The purpose of the BCP is to minimize the impact of the disruption on the Customer operations and to ensure that the Customer can continue its operations, using signageOS Products, in a timely and effective manner.

"**Company Products**" mean any and all products offered by the company, including but not limited to signageOS CloudControl and signageOS DevSpace, as well as any future products that may be introduced by the Provider. The Provider reserves the right to change the name of any product at any time, without prior notice to the Customer.

"**Confidential Information**" has the meaning ascribed to it in Clause 10.1.

"**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 and/or the Secondary Customer to the signageOS System for use in connection with the Services.

"**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 within signageOS CloudControl.

"**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 after the end of the trial period.

"**End User**" means a client of the Customer and/or the Secondary Customer, to which the Customer or the Secondary 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 integration services, (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 duly 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.

"**Fair Usage Policy" (FUP)** means the acceptable usage limits and practices that the Customers must adhere to in order to prevent abuse or overuse of the signageOS System. Fair Usage Policy is further detailed at https://www.signageos.io/fup. Violating the Fair Usage Policy may result in restrictions or termination of a Customer's signageOS User or Company Account.

"**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 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 at https://www.signageos.io/GPL/.

"**Order Form**" or "**Order**" mean a binding order form that must be executed between the Parties or, if enabled by the signageOS System, a binding order placed by the Customer directly within the signageOS System via a "check-out" form or a similar feature and accepted by the Provider, if the Customer wishes to use signageOS Platform.

"**Organization**" means a device network consisting of one or more devices. Organizations are created for each device network and can have different Pricing Plans.

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

"**Pricing Plan**" means respective DevSpace and Device Plan, or any other pricing plan stated in the Order Form that was selected by the Customer from the Global Price List, as well as any future pricing plans that may be introduced by the Company, and shall include also the respective pricing plan to be used by the Secondary Customer (if applicable).

"**Provider**" or "**we**", "**us**" or "**our**" refers to signageOS s.r.o., a corporation incorporated in the Czech Republic, ID No. 02772132, registered office: Evropska 11/2758, 160 00 Prague 6, 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.

"**Secondary Customer**" means all entities listed by the Parties as the Secondary Customer(s) in the Order Form or otherwise agreed in writing by the Parties. The Customer shall be entitled to resell the Services to the Secondary Customer under the terms and conditions set forth in these Terms so that the Secondary Customer may provide its services using the signageOS System or parts of the signageOS System to its own clients (the End Users of the Secondary Customer).

"**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 of 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 and/or the Secondary Customer to access the signageOS System. The Customer and/or the Secondary 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 Pricing Plans, 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 CloudControl"** means the product for an out-of-box remote management, control and monitoring on any of supported digital signage SoC displays or media players leveraging JS and REST APIs.

**"signageOS DevSpace"** means the product for developing and building independent and standalone versions of the signageOS Core Apps facilitating playback of content on any of the supported digital signage SoC displays or media players using JS APIs.

"**signageOS Platform**" means online cloud services for signageOS System that consist 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 consisting of Company Products, and includes any and all software to which the Provider exercises ownership or other economic rights, including in particular the signageOS Platform.

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

"**SLA**" means the Service Level Agreement available at https://www.signageos.io/legal which may be amended by the Provider from time to time.

"**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.

**"Trial Period"** means 30 days period for the prospective customers to try and use signageOS System free of charge.

**"Trial Account"** means signageOS User Account used by the Customer during the Trial Period.

"**User**" means a person designated by the Customer and/or the Secondary Customer which is authorized to use the signageOS User Account created under the signageOS Company Account to access the signageOS System, signageOS Platform.

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   The Customers and/or the Secondary Customers wishing to use our Services and the signageOS System have to choose from the available Company Products options.

2.2   The use of signageOS Products is subject to charges set forth in the Global Price List applicable to the Pricing Plan selected by the Customer and/or the Secondary Customer.

2.3   List of Pricing Plans and respective options, which may be amended by the Provider from time to time, is available at https://www.signageos.io/pricing.

2.4   The Customers wishing to use signageOS Products must first sign the Order Form, or finalize the Order in the Box (check-out form) which summarizes the ordered Services. In such cases, the Agreement between the Provider and the Customer is concluded by signing the Order Form or finalizing the Order, by authorized representatives of both Parties. By signing the Order Form or finalizing the Order, 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. The Customer may allow the Secondary Customer to use signageOS System only if the Customer is also entitled to use signageOS System, and only to the extent agreed between the Provider and the Customer.

2.5   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 pay the agreed fees for the Services. In case the Customer resells the Services to the Secondary Customer, the Provider undertakes to fulfill its obligations arising from the Agreement so that the Customer may resell the respective Services to the Secondary Customer and the Secondary Customer may use the Services resold by the Customer, and the Customer undertakes to pay the agreed fees for the Services resold to the Secondary Customer, and ensure that the Secondary Customer's use of the Services shall comply with these Terms.

3.      **signageOS PRODUCTS**

**3.1     Selecting the Pricing Plan**

**3.1.1** Customers wishing to use or resell to the Secondary Customer signageOS Products shall specify in the Order Form the respective Pricing Plan they have selected.

3.1.2 Each Pricing Plan represents a different level of support and features that the Customer will utilize throughout its usage of signageOS System and signageOS Products. Features of each Pricing Plan, such as number of signageOS User Accounts, support levels, analytics retention, priority application building, and other features are defined and described in the Global Price List.

3.1.3 The Customer and/or the Secondary Customer may operate one or more Organizations. For each Organization, the Customer must select one of the available Device Plans offering varying levels of device management 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 and/or the Secondary Customer may have multiple Organizations on different Device Plans. Features of Device Plans are defined and described in the Global Price List.

3.1.4 Any Pricing Plan may be upgraded at the Customer's sole discretion. Such an upgrade can be requested anytime, however with at least 1 week notice. Downgrade may only be requested by the Customer and/or the Secondary Customer at the contract's annual anniversary (once a year) with at least three months' notice. 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.

**3.2     Provision of the Services to the Customer**

3.2.1 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.

3.2.2 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.

3.2.3 In case of some Pricing Plans, the Customer may request remedies for any failure of the signageOS Platform listed in the SLA. The Customer's right to request such remedies must be defined in the Order Form. For avoidance of doubt, if the right to such remedies is not specified in the Order Form, the Customer shall not have any such right. Such remedies are the Customer's sole remedy for any failure of the signageOS Platform, 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 forfeited 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.

3.2.4 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.

3.2.5 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.

## 3.3 Fees

3.3.1 In consideration of the Services provided by the Provider to the Customer under the Agreement, including the Services resold by the Customer to the Secondary Customer, 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.

3.3.2 The Parties agreed that:

a)  fees charged for the respective signageOS DevSpace 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 the signageOS Products, 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 at the end of the last day of each calendar month the number of devices operated by the Customer and/or the Secondary 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.

c)  fees for any other signageOS products and/or services shall be paid as set forth in the Global Price List or in the Order Form.

**3.3.3** 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.

## 4. FREE TRIAL

**4.1** The Customer shall have the opportunity during the first 30 (thirty) days from the Effective Date to access the signageOS Products free of charge (the "Trial Period") . The Customer will have access to all features that are by default available to all users. Upon the conclusion of the Trial Period, if the Customer does not enroll in a paid Pricing Plan, all devices shall be deactivated, removed and the Trial Account deactivated. All data may be deleted by the Provider after 90 days from the Trial period conclusion date.

**4.2** We reserve the right to extend the duration of the initial Trial Period or to provide our Customers with further Trial Periods at our discretion during the term of the Agreement.

**4.3** We reserve the right to reduce the term of a trial period or end it altogether without prior notice.

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

## 5.     GENERAL PAYMENT CONDITIONS

5.1     The Customer shall pay all fees and due amounts to the Provider based on an invoice issued by the Provider; for the avoidance of doubts, the Customer shall pay to the Provider also all fees and due amounts applicable to the Secondary Customer's use of the Services resold to it by the Customer. Pricing Plan fees may be charged automatically from the debit or credit card that was entered during the ordering process.

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 14 (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 3.4.

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, including but not limited to travel and living costs. The Provider will communicate to the Customer an estimation of such costs with reasonable advanced notice and reserves the 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 (A) 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, (ii) enabling the End Users to use the services provided by the Customer which are based on the Services and the signageOS System, and (B) resell the Services to the Secondary Customer so that the Secondary Customer may use the Services and the signageOS System in compliance with these Terms to the extent necessary for (i) providing its services to the Secondary Customer's End Users within the business purposes of the Secondary Customer, (ii) enabling the End Users of the Secondary Customer to use the services provided by the Secondary Customer which are based on the resold 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 (i) 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, (ii) sublicensing the Services and the signageOS System by the Customer to the Secondary Customer as part of the resale of the Services in conformity with these Terms and the Agreement, or (iii) 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, and to allow the Secondary Customer to use the Services and the signageOS System, pursuant to 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, which may be amended by the Provider from time to time, 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 and/or the Secondary Customer with the terms of the Agreement and these Terms. 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 and/or the Secondary Customer with the terms of the Agreement and these Terms; 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 use of the Services or the signageOS System if the Customer and/or the Secondary Customer have violated the conditions of their use under the Agreement and these Terms.

6.7    Without the prior written approval of the Provider, the Customer and the Secondary 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 the Provider's logotypes, logomarks or trademarks for advertising, promotional or any other purposes, and shall not allow such use by the Secondary Customer. 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; and (b) the Customer hereby reserves all rights in and to the Customer Data it provides hereunder.

6.10   The Customer and the Secondary Customer are hereby authorized to indicate in their premises, on their Internet sites and pages, and in their promotional materials that they use the Provider's technology, and display hypertext links to the Provider's website. The Customer and the Secondary Customer are authorized to use the Provider's official brand and graphical logo for these purposes according to the Company Brand Manual, which may be amended by the Provider from time to time, 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 or the Secondary 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 or the Secondary Customer's losses, expenses and/or damages arising from legal action against the Customer or the Secondary Customer in connection with the signageOS System, and shall be solely responsible for any losses, expenses and/or damages incurred by the Secondary Customer.

## 7.   OTHER RIGHTS AND OBLIGATIONS

7.1   The Customer undertakes to provide all the assistance and cooperation required by the Provider (which may also include assistance and cooperation of the Secondary Customer) 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 and/or the Secondary 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, and ensure that the Secondary Customer shall comply, at all times with the following terms of use of the Services and the signageOS System:

a)   the Customer and/or the Secondary 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 and/or the Secondary 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 and/or the Secondary 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, and shall ensure that the Secondary Customer will:

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 and/or the Secondary 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 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.

i)    use the Services and the signageOS System in accordance with their purpose, ethically, in good faith, with due professional care (including in particular, but not limited to, to obligation to always use properly written code when using the Services and the signageOS System), and in accordance with agreed fair usage policy, and if no such policy has been agreed, then in accordance with customary fair usage policy which may also be specified by the Provider from time to time at the Provider's sole discretion (the "Fair Usage Policy).

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, the Secondary 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, the Secondary Customer or the End Users when using the Services (software, hardware etc.); and

c)    the due functioning of the Internet connection between the Customer, the Secondary 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 (which may also include cooperation by the Secondary Customer).

7.5    Without an explicit prior written consent of the Provider, the Customer shall not, and will not permit any third-party, including in particular (but not limited to) the Secondary Customer, 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; (l) take any action that (i) imposes, or may impose, as determined by the Provider's sole discretion, an unreasonable or disproportionately large load on the Provider's REST API or any other element of the Provider's infrastructure, (ii) limits, or may limit, as determined by the Provider's sole discretion, the functionality of the signageOS System for other customers and clients of the Provider, or (iii) violates the Fair Usage Policy.

7.6     The Customer is solely responsible for assessing and evaluating the suitability of signageOS System for its requirements or the requirements of the Secondary Customer. The Customer is further solely responsible for the 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, including in particular (but not limited to) the Secondary Customer, 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 by (i) acts of any third party utilizing the signageOS System for provision of services to the Customer or the Secondary Customer, (ii) malfunction of other information technology components used with the signageOS System in the Customer's or the Secondary 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, including in particular (but not limited to) the Secondary Customer; (ii) ensuring that the signageOS System does not interfere with other components of the Customer's or the Secondary 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 and/or the Secondary 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 Secondary 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 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 limitations of liability set forth in this provision shall only apply to Customers who have an increased liability cap defined in the Order Form. 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 such Customer 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. THE SECONDARY CUSTOMER

8.1 This Article shall apply in case the Customer is entitled to resell the Services to the Secondary Customer in accordance with the Agreement.

8.2 Notwithstanding other provisions of these Terms, the Parties expressly agree that the Customer is entitled to sublicense the Services or the signageOS System to the Secondary Customer so that the Secondary may provide is services to its End Users. For the avoidance of doubt, the Customer may not sublicense to the Secondary Customer any rights in excess of the rights granted by the Provider to the Customer under the Agreement. The license granted by the Customer to the Secondary Customer shall be automatically revoked and the Customer shall immediately quit reselling the Services to the Secondary Customer upon the termination of the Agreement, i.e., the Customer shall be entitled to allow the Secondary Customer to use the resold Services until and unless the Agreement has been terminated.

8.3 The Customer undertakes to ensure that the Secondary Customer shall fully comply with these Terms at all times, in particular that the Secondary Customer shall comply with all obligations, limitations and restrictions applicable to the Customer (unless the context requires otherwise). For avoidance of any doubt, any violation

of these Terms by the Secondary Customer shall be considered as violation of the Customer. The Customer bears full responsibility for the actions of the Secondary Customer.

8.4    The Parties agree that no direct legal relationship shall arise between the Provider and the Secondary Customer and that, as a result, the Secondary Customer shall have no rights or claims against the Provider hereunder and that the Provider shall not be liable to the Secondary Customer for any harm whatsoever.

8.5    The Parties agree that the Customer shall be obliged to pay to the Provider all fees according to the Pricing Plan for the use of the Services by the Secondary Customer as set out in the Global Price List irrespective of the fact whether the Secondary Customer has fulfilled its payment obligations towards the Customer. The Parties furthermore expressly agree that the Provider shall be entitled to restrict or suspend the provision of the Services provided to the Customer and/or resold to the Secondary Customer pursuant to Article 5.5 above irrespective of the fact whether the Secondary Customer has fulfilled its payment obligations towards the Customer.

## 9.    USE AND PROTECTION OF DATA

9.1    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.

**9.2**    The Customer and/or the Secondary 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 without the Customer's and/or the Secondary 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 Secondary Customer and/or the End Users and protect the Confidential Information.

**9.3**    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.

**9.4**    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.

**9.5**    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 for the validity, completeness and correctness of such data provided by third parties.

9.6    The processing of personal data by the Provider is governed by Privacy Policy, which may be amended by the Provider from time to time and which is considered an integral part of these Terms and which is available on the Provider's website at https://www.signageos.io/privacypolicy.

9.7 The Customer shall process, and shall ensure that the Secondary Customer processes, any and all personal data in connection with the use of the Services in compliance with applicable laws.

## 10. CONFIDENTIALITY

10.1 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).

10.2 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.

10.3 The obligation to maintain the information as confidential in the sense of this Clause 10 survives the expiration of the Agreement and lasts for three years from its expiration.

10.4 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.

## 11. EFFECTIVE DATE, TERMINATION

11.1 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. For avoidance of any doubt, the resale of the Services and the signageOS System from the Customer to the Secondary Customer shall not exceed the duration of the Agreement.

11.2 The Customer 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.

11.3 The Provider may terminate the Agreement with Customers 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.

**11.4** 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 (for the purpose of this clause, the Customer and the Secondary Customer shall be considered as one Party):

- 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.

11.5 Upon the termination of the Agreement, any and all devices that were operated 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.

11.6 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) or the Secondary Customer's material breach of these Terms, 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.

11.7 If this Agreement is terminated by either Party, the Customer shall immediately discontinue, and shall ensure that the Secondary Customer immediately discontinues, any further use of the signageOS System and upon request enable inspection by Provider's representatives to verify its compliance with this provision.

11.8 The Parties have agreed that the provisions regarding the business continuity plan set forth in this provision shall only apply to Customers who have agreed to such plan in the Order Form or who have selected a Pricing Plan that includes a Business Continuity Plan. If the Provider files a petition in bankruptcy, or has filed against it an involuntary petition in bankruptcy, or applies for or consents 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 offer to Customers 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.

## 12. FINAL PROVISIONS

12.1 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.

12.2 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.

12.3 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 serving a written termination notice to the Provider before the effective date of the changes. 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

12.8 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.

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

12.10 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 3.0 enters into force and become effective as of 1$^{st}$ July 2023.