

END-USER LICENSE AGREEMENT

Copyright (c) 2023 Omnivex Corporation.
All Rights Reserved.

IMPORTANT - CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT FOR THE LICENSE OF SOFTWARE BY OMNIVEX CORPORATION. This End-User License Agreement ("EULA") is a legal agreement between you (either as an individual or a single entity) and Omnivex Corporation ("Omnivex") for the software product identified above, which product includes computer software and may include associated media, printed materials, and online or electronic documentation. By installing, copying, or otherwise using the Software, you agree to have read, understood and to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, then DO NOT install or use the Software; in such event, if applicable, the original purchaser may, however, return it to the place of purchase within thirty days of the date of original purchase for a refund.

In the event of a conflict between this EULA and an applicable signed Software License Agreement, the terms and conditions of the signed Software License Agreement shall control.

1. DEFINITIONS.

"Software" means the executable object code of Omnivex's proprietary software products and/or services or the software products and/or services of a third party software vendor and all revisions, non-chargeable releases, new versions and updates thereof identified in writing by Omnivex as replacing licensed software under this EULA.

"Chargeable Release" means a change to the Software by enhancements to form a release of the Software that differs substantially in operating characteristics, system input, and/or output functions, and/or operating system compatibility from the release which is currently being marketed and distributed by Omnivex, and which is marketed at an additional charge.

"Non-Chargeable Release" means Software updates that include error corrections and minor enhancements.

"Content" means information provided as a licensed service to you by Omnivex, including but not limited to market information, messages, news headlines and stories, weather information, moving and still images, data, text, and graphics.

"Disabling Feature" means a routine designed to lock the Software in an expired state, preventing unauthorized use on additional computers or use without proper licensing or payment.

"Support" means all services and activities which Omnivex deems necessary to:

- (a) Diagnose the cause of Software failures and advise you accordingly;
- (b) Correct Software defects (using all commercially reasonable efforts);
- (c) Assist with data manipulation, duplication or restoration where data has been affected by defects under item (b) above

"Term License" means a license to operate Software that is twelve (12) months, unless specified otherwise, in duration and may be renewed in accordance with Article 2.

"Perpetual License" means a license to operate Software in perpetuity or until otherwise terminated by either Party in accordance with Article 14.

"Annual Maintenance and Support" means the services described in Article 10.

"Annual Maintenance and Support Fee" means the annual fee for the provision of Annual Maintenance and Support.

"Cloud Services" means Software and services billed as a subscription and licensed as a Term License in which resources are retrieved from the internet through web-based tools.

2. TERM. This Agreement is effective following the date the Software is installed, or in the case of Cloud Services, the subscription is first accessed, unless and until earlier terminated as set forth in this EULA. Without prejudice to any of Omnivex's other rights, Omnivex may terminate this EULA if you fail to comply with the terms and conditions of this EULA. Upon termination or expiration of this EULA, you must destroy all copies of the Software. THIS SOFTWARE MAY CONTAIN A DISABLING FEATURE THAT DISABLES ITS OPERATION AFTER A CERTAIN PERIOD OF TIME. An unlock code for the Software on the registered computer will be made available as a perpetual unlock code in the case of a Perpetual License once all fees for the Software are paid in full to Omnivex, or an annual unlock code in the event of a Term License upon receipt by Omnivex of payment in full for the first billing period. Further in the event of a Term License, any subsequent annual unlock code will not be issued unless your account is in good standing at time of issuance. Cloud Services are available on a monthly, quarterly or annual basis as a subscription service.

Term License. Term License fee will be billed typically on a monthly or quarterly basis but at minimum annually. Payment is due on first day of the billing period. The standard term for a Term License is twelve (12) months. Partial months will be billed on a proportional basis based on the number of working days that the Software is available for use. The Term License will automatically be renewed unless written notice of cancellation has been given by one party to the other party at least thirty (30) days before expiry of the current term. Term License fees are in addition to any currently applicable fees. Omnivex reserves the right to change the Term License fee for the subsequent Term upon ninety (90) days written notice. A Term License includes Annual Maintenance and Support, as defined by Article 10 at no additional charge for the then current term.

Subscription Software and Cloud Services. If you licensed the software on a subscription basis or as a Cloud Service, your rights to use the Software are limited to the subscription period. You may have the option to extend your subscription in exchange for the appropriate fees. If you extend your subscription, you may continue using the Software until the end of

your extended subscription period. See the software activation screens or other accompanying materials for subscription details. Upon the expiration of your subscription, you will forfeit the right to use the Software. Cloud Services may be accessed from any location via a proper and valid network connection. Subscription Software and Cloud Services are Term Licenses and may be billed monthly, quarterly, or annually as outlined in the above paragraph.

Perpetual License. Perpetual License Fees and first year Annual Maintenance and Support Fees are due in full upon receipt of invoice. The term of the Annual Maintenance and Support ("Support Term") will be for a period of one year commencing on the latter of the date of shipment, or the date of completion of installation services if so provided by Omnivex, of the Software to be supported and will automatically be renewed unless written notice of cancellation has been given by one party to the other party at least sixty (60) days before expiry of the current Support Term.

You shall pay Annual Maintenance and Support fees, for each subsequent Support Term on the first day of that period. Omnivex reserves the right to change the Annual Maintenance and Support Fees upon ninety (90) days written notice prior to the expiry of the then current Support Term.

Any terms or conditions contained in a purchase order document shall be void and of no effect other than to convey quantities and prices of licenses. You shall be solely responsible for the payment of any and all sales tax or other like tax including Value Added Tax, or duty thereon, that is applicable to any charges. You agree to indemnify and hold harmless Omnivex from and against any such taxes, including penalties and interest thereon. The provisions of this clause shall survive any termination of this EULA. If any fees are more than thirty (30) days in arrears, Omnivex reserves the right to charge, and you agree to pay, interest on all overdue balances from the original due date at a monthly interest rate of one and a half percent (1.5%) (18% per annum).

3. GRANT OF LICENSE. Subject to the terms and conditions of this EULA, including but not limited to Articles 6 and 7, Omnivex hereby grants to you a non-exclusive, non-transferable right to use one copy of the specified version of the Software for the applicable term (either Perpetual or Term in accordance with Article 2). The Software is licensed as a single product. The issue of this license does not constitute a sale of the software. You may install and use one copy of the Software, or any prior version thereof for the same operating system, on a suitable single computer, workstation, personal digital assistant, or other electronic device for which the Software was designed in accordance with Omnivex's specification to operate the Software. You may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on your other computers over an internal network; however, you must acquire and dedicate a distinct license for each computer/device using the Software from the storage device. Any given license for the Software may not be shared or used concurrently or otherwise on different computers in a given organization. You agree to indemnify, defend and hold harmless Omnivex against any claims arising out of any allegation that your use of the Software violates any such laws.

The license granted in this EULA is subject to and conditional upon all information which you provide to Omnivex being correct and accurate.

4. OWNERSHIP RIGHTS. This Software is protected by copyright and trademark laws and international treaty provisions. Unauthorized reproduction or distribution of this program, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Omnivex and its suppliers own and retain all right, title and interest in and to the Software, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. Your possession, installation or use of the Software or Cloud Services does not transfer to you any title to the intellectual property in the Software or Cloud Services, and you will not acquire any rights to the Software or Cloud Services except as expressly set forth in this license. You may make one copy of the Software for back-up and archival purposes.

5. RESTRICTIONS. You may not rent, lease, loan or resell the Software or subscription to Cloud Services. You may not transfer any of the rights granted to you under this EULA. You may not reverse engineer, distribute, decipher, decode, decompile, disassemble the Software or Cloud Services, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works based upon, the Software or Cloud Services in whole or in part. This includes all executable, help, installation, and readme files, as well as video and graphic files. You may not copy the Software or Cloud Services except as expressly permitted in Article 3 above. You may not remove, filter, alter, or tamper with any proprietary notices, messages, or labels in the Software, Cloud Services, or Content. Such messages or notices must be displayed to protect the intellectual property rights of the owner of the Software or Content and removal of such messages would constitute breach of this EULA by you. You acknowledge that some Software or Cloud Services may contain Content supplied by third parties ("Content Providers") and that such Content may appear pursuant to a third party license agreement whereby it is unlawful to copy or redistribute such Content. Such Software and Content may only be displayed on the number of displays as defined by the quantity of Licenses listed on the applicable invoice. You agree to comply with any restrictions or conditions imposed on the use, access, storage or redistribution of Content by the relevant Content Provider as notified to you by Omnivex or such Content Provider. In some circumstances, you may be required to enter into a separate agreement with a Content Provider in order to receive Software that contains such Content. You may archive all or any part of the Content for a maximum of fourteen (14) days from the date of the Content originally appearing in the case of a news headline subscription. You shall erase or purge all or any part of the Content from its computer system(s) on the expiry of the applicable archive period or the expiry of this EULA, whichever comes first. Notwithstanding the foregoing, you may archive copies of the software display files that may include Content for non-display, record-keeping purposes.

Omnivex News ("News") and Omnivex Weather Service ("Weather") entitlements, if so licensed, may be set for specific news categories in the case of News, or a specific predefined list of cities in the case of Weather, as defined in the invoice. You acknowledge that the content provided in the News and Weather, including but not limited to, all stories, headlines, graphics, data, reports, forecasts, and information, is, and shall remain identified clearly by you on any display as, the copyrighted property of the respective Content Provider and appears pursuant to a license from that Content Provider. You agree to adhere to the branding requirements of Content Provider as set out in the documents found at the branding website of the applicable Content Provider, such site identified by the appropriate URL listed on the Omnivex website. You acknowledge that it is unlawful to copy or redistribute the News, Weather, or any part thereof and your use of the Content is strictly for your own non-commercial purposes. You are advised and informed that various governments issue official watches, warnings, advisories, bulletins and other communications via News and Weather and you should keep advised of same and neither Omnivex nor Content Provider shall be responsible or liable for your action or lack of action taken to preserve life or property in the event of inclement weather. You further agree to indemnify and hold harmless Omnivex and Content Provider for any and all claims arising from any source relating to the action or lack of action aforementioned regarding inclement weather.

All rights not expressly set forth hereunder are reserved by Omnivex. Omnivex reserves the right to periodically conduct audits upon advance written notice to verify compliance with the terms of this EULA. Display, transmission, use or access of copyrighted, trademarked or other proprietary or intellectual property, including data, of a third party without proper authorization is illegal in most jurisdictions. You must obtain proper authorization before connecting to or transmitting such information. Omnivex does not have any, and assumes no, legal responsibility for the unauthorized display, transmission, use or access of such content. In particular, the information, data, artwork, text, video, audio, or pictures (collectively, "Materials") obtained through, included in, transmitted by or accessed by this computer programme are protected by copyright laws and other intellectual property rights. You may not modify or use the Materials for any other purpose without Omnivex's express written consent. You may not display, transmit, reproduce, republish, post or distribute any Materials obtained through, included in, transmitted by or accessed by this Software or Cloud Services. You will not display, transmit, or use any Content provided by Omnivex and as licensed by you other than on the intended type, and licensed number, of displays.

You covenant and agree that you will comply with all applicable laws and regulations impacting your use of the Software and/or Cloud Services, including but not limited to data protection and privacy legislation.

6. MANDATORY ACTIVATION. Activation associates the use of the Software with a specific device. During activation, the software will send information about the software and the device to Omnivex. This information may include, but is not limited to, the version, the license version, product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. Notwithstanding Article 3 of this EULA, UNLESS THE SOFTWARE IS ACTIVATED, YOU HAVE NO RIGHT TO USE THE SOFTWARE AFTER THE TIME PERMITTED FOR ACTIVATION. This is to prevent its unlicensed use. YOU ARE NOT PERMITTED TO BYPASS OR CIRCUMVENT ACTIVATION. You can activate the software by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the Software may require you to reactivate the software. THE SOFTWARE WILL REMIND YOU TO ACTIVATE IT UNTIL YOU DO.

7. VALIDATION. The software will from time to time request download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed and that you continue to be entitled to use the Software. A validation check confirming that you are properly licensed permits you to continue to use the Software, certain features of the Software or to obtain additional benefits. During or after a validation check, the Software may send information about the Software, the device and the results of the validation check to Omnivex. This information includes, for example, the version and product key of the Software and the Internet protocol address of the licensed device. Omnivex may use this information to provide notices to you which may be of use or interest to you. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. If, after a validation check, the Software is found to be counterfeit, improperly licensed, or a non-genuine Omnivex product then the functionality or experience of using the Software may be affected.

8. WARRANTY DISCLAIMER. OMNIVEX MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SOFTWARE OR CLOUD SERVICES OR THE RESULTS TO BE OBTAINED FROM ITS USE, OR AS TO THE ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY MESSAGES OR DATA TRANSMITTED, DISSEMINATED, OR DISPLAYED USING THE SOFTWARE OR CLOUD SERVICES. THE SOFTWARE AND CLOUD SERVICES ARE PROVIDED "AS IS". OMNIVEX MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE ACCURACY, CORRECTNESS OR TIMELINESS OF ANY CONTENT SUPPLIED BY CONTENT PROVIDERS. THE SOFTWARE AND CLOUD SERVICES MAY CONTAIN "OPEN SOURCE" MATERIALS: OMNIVEX MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH OPEN SOURCE MATERIALS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OMNIVEX DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. YOU ASSUME RESPONSIBILITY FOR SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE OR CLOUD

SERVICES. OMNIVEX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT ANY OTHER PRODUCT (INCLUDING WITHOUT LIMITATION ANY COPY OF THE SOFTWARE YOU MAY SUBSEQUENTLY PURCHASE) WILL CONFORM TO THE SOFTWARE OR CLOUD SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, OMNIVEX MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE, VIRUS-FREE, OR UNINTERRUPTED OR THAT THE SOFTWARE OR CLOUD SERVICES WILL MEET YOUR REQUIREMENTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. The foregoing shall be enforceable to the maximum extent permitted by applicable law.

9. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL OMNIVEX OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, PROFITS, ANTICIPATED REVENUE, SAVINGS, OTHER ECONOMIC LOSS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. IN NO EVENT WILL OMNIVEX BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT PAID TO OMNIVEX IN THE CASE OF A PERPETUAL LICENSE OR IN THE CASE OF A TERM LICENSE OR SUBSCRIPTION TO CLOUD SERVICES, THE TOTAL AMOUNT PAID TO OMNIVEX FOR THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE ERROR, OMISSION OR ACTION GIVING RISE TO THE CLAIM, IF ANY, FOR THE SOFTWARE, OR CLOUD SERVICES, EVEN IF OMNIVEX SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OMNIVEX SHALL HAVE NO LIABILITY OF ANY NATURE IF YOU USE THE SOFTWARE TO DISPLAY, USE OR ACCESS IN ANY WAY COPYRIGHTED, TRADEMARKED OR OTHER PROPRIETARY OR INTELLECTUAL PROPERTY OF A THIRD PARTY WITHOUT PROPER AUTHORIZATION OR MISUSES ANY OF THE SAME. OMNIVEX SHALL HAVE NO LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT WITH RESPECT OF ANY CLAIM OF PATENT OR COPYRIGHT INFRINGEMENT INCLUDING TO THE EXTENT THAT SUCH CLAIM IS BASED UPON (i) ANY COMBINATION OF THE SOFTWARE OR CLOUD SERVICES WITH ANY OTHER SOFTWARE, MACHINES, SYSTEMS, OR (ii) THE MODIFICATION BY YOU OF THE SOFTWARE OR CLOUD SERVICES; OR (iii) THE USE OF THE SOFTWARE OR CLOUD SERVICES NOT IN ACCORDANCE WITH OMNIVEX'S OR THE MANUFACTURER'S SPECIFICATIONS. OMNIVEX WILL NOT BE LIABLE IN ANY WAY TO YOU OR ANY OTHER PERSON OR PARTY FOR ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF ANY INFORMATION OR MESSAGES TRANSMITTED OR DELIVERED VIA SOFTWARE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. The foregoing shall be enforceable to the maximum extent permitted by applicable law.

10. ANNUAL MAINTENANCE AND SUPPORT. In the case of a Term License, Omnivex will provide Support and Non-Chargeable Releases to you for the current term, in return for the Software License Fees paid to Omnivex for the Term. In the case of a Perpetual License, Omnivex will provide Support and Non-Chargeable Releases to you for the Support Term, in return for the Annual Maintenance and Support Fees paid to Omnivex. Support is intended for customers who have been trained in the use of Omnivex Software and not as a substitute for such training. Omnivex Support will normally be provided by telephone. Omnivex's regular telephone support hours are Monday to Friday, 8:00am to 6:00pm EST, excluding statutory holidays observed in the Province of Ontario. You agree that Omnivex and its affiliates may collect and use technical information you provide as part of support services related to the Software. Omnivex agrees not to use this information in a form that personally identifies you for any reason other than in order to perform its support obligations according to this EULA. Omnivex Support personnel are available by pager or similar electronic means outside regular telephone support hours for emergency calls that classify as Level 1 problems as defined in Article 12 below. Omnivex personnel may be available to work directly at your site(s) upon your request, however additional charges will apply according to the current standard onsite support rate as defined by Omnivex plus any travel, accommodation, and related expenses for the visit. Such onsite requests are beyond the scope of services as defined in this Article 10 and will be subject to your approval before Omnivex personnel may be dispatched. In some cases of critical or chronic Software problems, Omnivex may, at its sole discretion, dispatch personnel or a suitable designate to work directly at the site(s) in accordance with Article 12 below. In all such instances, the Omnivex personnel or their designate on site will identify the cause of the problem and define a resolution. Such resolution will be reviewed with and approved by you or your designate. Thereafter, the parties will bear their pro-rata portion of all travel, accommodation and related expenses for the visit in accordance with the indication of each party's contribution to the original problem as documented by the Omnivex personnel or its designate.

11. EXCEPTIONS. Omnivex will have no obligations under this EULA with respect to the following:

- (a) Software or other computer system failures caused by (i) operator error or hardware failure; (ii) computer viruses or other malware; or (iii) failure to follow the procedures outlined in the Software documentation provided as part of the Software or otherwise by Omnivex;
- (b) Modifications made to the Software by any person other than Omnivex or modifications made to the hardware or operating system;
- (c) Failure to maintain the computer system site in accordance with guidelines provided by Omnivex, or the hardware supplier;
- (d) Failure to implement Support corrections within five days of delivery thereof;
- (e) Any Non-Chargeable Release of the Software that is not the most recently published release, or the one immediately prior to that release;
- (f) Hardware failure or normal wear and tear including phosphor burn on display devices;
- (g) Computer re-builds and/or re-installation of Software due to upgrade of operating system or hardware failure;
- (h) Content selected or displayed on hardware;

- (i) Network or Internet connection or security; or
- (j) Incompatibility with any other software installed or operating on the computer, workstation, personal digital assistant, or other electronic device on which the Software is installed or operating.

12. RESPONSE TIMES. All Annual Maintenance and Support services provided by Omnivex to remedy problems, errors or failures will be provided in accordance with the following:

- (a) Level 1: Critical or chronic problems with the Software or Cloud Services that have a significant adverse impact on your use of any material functions of the Software. If any such problems are not resolved within twenty-four (24) business hours from notification by you, Omnivex will provide all dedicated resources (including if requested by you services of any personnel outside business hours) as may be necessary to resolve the problem as soon as possible. Such resolution may include a work-around to the problem, which will be provided by Omnivex as a "Revision" to the Software, pending a permanent resolution which will be a Non-Chargeable Release.
- (b) Level 2: Problems with the Software or Cloud Services which result in minimal impact to the use and operation of the Software or Cloud Services. Omnivex will devote its commercially reasonable best efforts to resolving such problems in a timely manner so as to minimize future impacts. Omnivex will dedicate such resources during business hours as may be reasonably required to resolve the problem. Omnivex will provide any necessary software corrections in the next open maintenance version which will be a Non-Chargeable Release.

13. CLOUD SERVICES. Cloud Services are designed to be available 24/7 subject to maintenance and scheduled downtime, of which you will be notified. You may access and use each Cloud Service that is licensed from Omnivex only to the extent of entitlements acquired by you. In the event of any overages in bandwidth or storage limits for Cloud Services, you may be billed on the subsequent invoice for overages incurred in the period at Omnivex's then current standard overage rates. You are responsible for use of Cloud Services by any party who accesses the Service with your account credentials. Omnivex does not authorize use of any Cloud Service for any unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, viruses or harmful code, harassment, unsolicited or deceptive messages or evading filters. Any such use is prohibited. Omnivex may offer, for an additional charge, additional standard customization and configuration services. At your request, Omnivex may perform additional custom services, as specified in a mutually agreed statement of work. Each Cloud Service is designed to protect the proprietary content that you input into the Cloud Service and to provide for access and use of such content only in accordance with the provision of the Cloud Service. Except as otherwise specified elsewhere, Cloud Services limit access and use of your proprietary content to Omnivex employees and contractors as needed to deliver the Cloud Service. Omnivex will not disclose your proprietary content, and will return or destroy your content upon the expiration or cancellation of the Cloud Service, or earlier upon your request. Omnivex reserves the right to charge for certain activities performed at your request or direction (such as delivering content in a specific format). Some of your content or other data may be subject to governmental regulation or otherwise may require security measures beyond those specified by Omnivex for the Cloud Service. You agree not to input such content in the Cloud Services or to otherwise provide such data in conjunction with other services unless the parties have first agreed in writing to provide additional security measures. You are responsible for all necessary permissions to include the content in the Cloud Service and you grant Omnivex permission to use, store and process the content in the delivery of the Cloud Services. Omnivex may suspend, revoke or limit use of a Cloud Service if in Omnivex's sole discretion there is a breach of security, breach of your obligations under the Agreement or violation of law. Charges will continue to accrue for the Cloud Service during any suspension. If the cause of the suspension is reasonably capable of being remedied, Omnivex will provide you notice of what actions you must take to reinstate the Cloud Service. If you fail to take such actions within a reasonable time, Omnivex may terminate the Cloud Service. You are responsible for any violation of law or any third party rights caused by your content or, your use of the Cloud Service.

14. TERMINATION. In the event: (a) you fail to make any payments according to this EULA; (b) you commit a breach of any material obligation of this Agreement; (c) you are in default of any covenant or condition contained herein; or (d) you become insolvent or bankrupt or receivership proceedings are initiated by or against you or if you are wound up or dissolved, Omnivex may, at its option: (a) forthwith terminate this EULA without further written notice and without refund of any amounts previously paid to Omnivex under this EULA; (b) continue this EULA, with or without requiring additional assurances from you and/or any successor entity; (c) require you to immediately pay all amounts currently owing and any future amounts within the full value of this contract; and (d) pursue any other remedy existing at law or in equity. If this Agreement is terminated by either party for any reason, with the exception of terminating the Omnivex Annual Maintenance and Support, or expires in the case of a Term license, you shall return to Omnivex all copies of the Software in your possession.

15. MISCELLANEOUS. This EULA is to be governed by and construed in all respects in accordance with the laws of the Province of Ontario and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Province of Ontario as regards any claim or matter arising relating to this Agreement. The terms of this Agreement shall not be governed by the Sale of Goods Act. This EULA may not be modified except by a written addendum issued by a duly authorized representative of Omnivex. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by Omnivex. If any provision of this EULA is held invalid, the remainder of this EULA shall continue in full force and effect. The parties confirm that it is their wish that this EULA has been written in the English language only.

Omnivex may include your company name in a list of customers. In addition, you will allow Omnivex to publicize your use of the Software. Neither this Agreement nor any rights hereunder shall be transferred or assigned by you without prior

written consent of Omnivex. You shall not sub-license your rights under this Agreement to any other person or entity and any such sub-license shall be null and void. Omnivex shall have the right to assign this Agreement without notice to you. Articles 4, 8, and 9 will survive termination of this Agreement. Omnivex will not be liable for delays or non-performance due to causes beyond its reasonable control.

16. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software and any accompanying documentation are "commercial computer software" and "commercial computer software documentation" under DFAR Section 227.7202 and FAR Section 12.212. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying documentation will be governed solely by the terms of this EULA and will be prohibited except to the extent expressly permitted herein.

17. CUSTOMER INPUT. While you have no obligation to provide Omnivex with input, ideas, suggestions or feedback (collectively, "Input"), if you do, you hereby grant Omnivex a non-exclusive, royalty-free, fully paid, perpetual, irrevocable, transferable and unlimited license to use your Input and any idea, software, service or other thing derived from or incorporating the Input and to commercially exploit the same for any purpose. You specifically acknowledge that neither you nor any third party is entitled to any payment, compensation or reimbursement from Omnivex with respect to the Input under any circumstances.

18. OMNIVEX CONTACT. If you have any questions concerning these terms and conditions, or if you would like to contact Omnivex for any other reason, please call (905) 761-6640, fax (905) 761-6340, email info@omnivex.com, or write: Omnivex Corporation, 3300 Highway 7, Suite 501, Concord, Ontario, L4K 4M3, Canada. [HTTP://www.omnivex.com](http://www.omnivex.com).

19. ADDITIONAL TERMS FOR CONTENT FROM REUTERS SERVICES. Notwithstanding anything contained in Section 5 above, you may not edit, modify, amend, add to or in any way alter the Content of the Reuters Services. You are granted a non-exclusive, non-transferable right to publish the Content of Reuters Services solely within and as part of the display device. You agree that you will not sell or in any way make Content available to any entity other than you. Your agreement is for the benefit of Omnivex and Content Providers. Any such Content Provider shall have the right to enforce its rights hereunder directly and on its own behalf. You shall not use the Content of Reuters Services in breach of any laws. You shall not remove or conceal any copyright, trademark or other proprietary notice incorporated in the Content of the Reuters Services. You are responsible for obtaining and maintaining all consents, permits and licenses necessary to receive or use the display device at your site. You will not acquire any intellectual property or similar rights in the Content of the Reuters Services. You may use the Content of Reuters Services solely for the purpose of reporting news events via the display devices. You may not store the Content other than for archival or backup purposes and no Content may be redisplayed from a restoration of such backup. You will comply with any restrictions that Omnivex, Reuters, third party Content Providers and/or any court or competent authority may impose on display of Content (e.g. embargo or restriction as to the use, geographical locations, timing, etc.). You will indemnify and hold Omnivex and its information providers harmless against any claim, damage, loss, liability or expense (including attorney's fees) of you arising out of your use of Content. You must acknowledge a disclaimer of warranty for the Content which states that it is provided "AS IS" and that the Content Provider makes no warranties, express or implied, including, without limitation, warranties as to the accuracy of the Content, warranties of merchantability and warranties of fitness for a particular purpose.