



## DISPL End-User License Agreement

PLEASE READ THIS DISPL END-USER LICENSE AGREEMENT CAREFULLY. YOU ACCEPT THIS AGREEMENT AND ADDITIONAL DOCUMENTATION BY DOING ANY OF THE FOLLOWING: A) SIGNING IT; B) ORDERING DISPL PRODUCTS OR DISPL SERVICES; C) ACCEPTING OR USING DISPL PRODUCTS OR DISPL SERVICES, OR ALLOWING OTHERS TO DO SO; D) PROVIDING DISPL PRODUCTS OR SERVICES TO YOUR PERSONNEL; OR E) MAKING ANY PAYMENT, OR REGISTERING ON DISPL PLATFORM OR REGISTERING FOR AN INCENTIVE OPPORTUNITY OR REQUESTING AN INCENTIVE PAYMENT FOR THE DISPL PRODUCTS OR DISPL SERVICES OR BY CLICKING “ACCEPTED AND AGREED TO”.

The document apply to End users who enter into an agreement **through Distributors and Resellers of DISPL**. If a company is an end user and enters into a contract directly with DISPL, a different contract form is used, which is available on the website in the DISPL's Customers (End Users) section.

These Additional Documents (hereinafter referred to as “Additional Documents” or “Additional Documentation”) are a part of the Agreement:

- DISPL website usage terms: <https://displ.com/legal/terms-of-use>;
- DISPL Privacy policy (<https://displ.com/privacy-policy>);
- DISPL Export Compliance Policy (<https://displ.com/legal/export-compliance-policy>) ;
- Technical documentation (DISPL's standard manual related to use of the Software), available at <https://support.displayforce.ai/hc/en-us/categories/6372077139869-User-s-Manual>;
- DISPL's standard product warranty for Goods (<https://displ.com/legal/displs-standard-product-warranty>);
- DISPL Technical support policy (“DISPL TSA”) available at DISPL website;
- Security Requirements (<https://displ.com/legal/security-requirements>);
- If you purchase DISPL Product as part of a Kit (Bundle), please additionally review the terms and conditions that shall apply for purchasing goods - DISPL Terms and Conditions of Sale of Goods (<https://displ.com/legal/tc-of-sale>),
- Trademark and Marketing Materials Guidelines ([https://cdn.prod.website-files.com/6270f157923cfedd922e9299/670e5caa7f3ebadc233ff550 Trademark%20Guidelines.pdf](https://cdn.prod.website-files.com/6270f157923cfedd922e9299/670e5caa7f3ebadc233ff550%20Trademark%20Guidelines.pdf)),
- If you purchase products and services online, this Agreement is part of the Additional Documents as defined in the DISPL Terms of Service for Online Products (“Umbrella Terms”) available at <https://displ.com/legal/displ-term-of-service-for-online-products-umbrella-terms>;
- This Agreement is also a part of the Additional Documents as defined in the DISPL General Terms and Conditions of Distribution and Licensing of DISPL Products available at <https://displ.com/legal/for-displs-partners>,

and together with this Agreement, any Annexes hereto (if any) shall constitute a binding agreement (this “Agreement”) by and between

**DISPLAYFORCE GLOBAL LIMITED**, a company governed and construed under the laws of the Republic of Cyprus, having its registered office at 1 Iapetou Str, 4101 Agios Athanasios, Limassol, Cyprus, registered in the register of the Ministry of Energy, Commerce and Industry Department of Registrar of Companies and Intellectual Property under the number HE433772 (“**DISPL**”, “we” or “us” or “**Right-holder**”) and the corporation, LLC, partnership, sole proprietorship, or other business entity executing this Agreement (“**Customer**”, “**you**”).

Unless specifically stated in the text of this Agreement for whom the rules apply, the Additional documents referred to in this Agreement apply by default to all Customers.

**“You”** means the entity you represent in accepting this Agreement or representative of the partnership, or if that does not apply, you individually as entrepreneur. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree to this Agreement on behalf of the party that you represent.

**If you don't have the legal authority** to bind your employer or the applicable entity, **please do not click “I agree”** (or similar button or checkbox) that is presented to you or **don't sign** the Agreement or **don't pay any** invoice or proforma-invoice.

PLEASE NOTE THAT IF YOU SIGN UP FOR AN AGREEMENT USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY, (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THIS AGREEMENT, AND (C) THE WORD “YOU” IN THIS AGREEMENT WILL REFER TO YOUR EMPLOYER OR THAT ENTITY. EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.

## 1. TERMS AND DEFINITIONS

In this Agreement, the following terms and definitions are used equally in singular and plural in the following definitions, unless otherwise follows from the context of the relevant provisions:

**“Annex(-es)”** shall mean annexes, addendums, specifications, exhibits and invoices, proforma-invoices, orders (hereinafter the “Annex (-es)” which forms an integral part of the present Agreement.

**“Agreement”** means this DISPL End - User License Agreement, which defines the order of using of the Software, included as a component (**shrink wrap license**), on a simple (**non-exclusive**) license basis, accepted by the Customer upon installing and (or) starting of Software usage.

**“Client” or “Customer” or “End User”** shall mean corporation, LLC, partnership, sole proprietorship, or other business entity or a natural person acting as entrepreneur or self-employed or running business, which (a) is interested in licensing of the Software by entering into this Agreement; for clarity, under this Agreement, DISPL does not provide licenses or services to private individual consumers and DISPL's Customer shall not provide licenses or services to private individual consumers. As the End-User is also considered any Customer or individual who uses the Software on Customer's behalf or through Customer's account or passwords, whether authorized or not;

**“Device”** means an owned or legally held and (or) used technical device (sensor, camera, screen, or media player etc., used for collecting audience data, analyzing visitor behavior, and managing digital content in real time) by which the work and execution of functions, and (or) presentation of the results of the Software are performed;

**“Documentation”** means DISPL's standard manual related to use of the Software, available at <https://support.displayforce.ai/hc/en-us/categories/6372077139869-User-s-Manual>.

**“DISPL Marks” or “DISPL Trademarks”** shall mean DISPL and the DISPL logo, and variants of any of the foregoing marks, and, subject to DISPL's prior written approval on a case-by-case basis, variants of the foregoing marks;

«**DISPL Products**» shall mean Software, Goods (Hardware), goods are provided by DISPL according to the DISPL Terms and Conditions of Sale of Goods;

“**DISPL Services**” means implementation or other services related to your DISPL Products provided by DISPL, as described in the End User Price List and/or this Agreement or an Invoice or Annex (-es) to this Agreement;

“**DISPL Academy**” means an educational portal available at <https://academy.displ.com/>, focused on DISPL Products and Services.

“**End User Account**” is a private area of the Website that can be registered under the terms of the Agreement. It provides End Users with access to DISPL CMS for content management, audience analytics, and campaign settings.

“**End User Price List**” shall mean the official document maintained by DISPL that details the retail prices for all DISPL products available to End Users (including Tariff Plans), as updated periodically, and which can be accessed DISPL Website.

“**IP rights**” means shall mean all worldwide intellectual property rights, including without limitation, patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and documentation to and source code of the software, and any modifications, adaptations, derivative works, and enhancements made thereto and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world; The Customer acknowledges that all IP rights, including patents, trademarks, copyrights, and trade secrets in the Software, belong to the Right-holder;

“**Right-holder**” means DISPL;

“**Subscription Fee**” means the price for each DISPL Product, which is indicated in the relevant Tariff Plan of the End User Price List. Subscription Fee may include the following Basic Support services<sup>1</sup> depending on Tariff Plan:

- **Technical Support:** The Customer is entitled to technical support services during the Subscription Period, as defined by the selected subscription Tariff plan.
- **Consultation Services:** The Customer may receive consultation services related to the use of the DISPL Products, in accordance with the terms of the chosen subscription Tariff plan. Premium Support services<sup>1</sup> and any third-party services/licenses are not included in the Subscription Fee.

“**Software**” means DISPL’s software which consist of software programs including, but not limited to “DISPL Player”, “DISPL Manager” and “DISPL Designer”, ”DISPL Audience”, “DISPL Visitors Insights” or other Right- holder`s Software;

“**Software Distributions**” shall mean the SaaS or On-Premises distributions.

“**Software Updates**” (or Patches) shall mean enhancements, developments or modifications to Software, including the Changes in the Software and security patches, which refer to a set of changes that fix or improve performance and usability of the Software or fix critical security vulnerabilities;

“**Software Upgrades**” shall mean a new versions, Software Updates, or upgrades of the Software in object code format, the Changes in the Software that extend and complement the core functionality of the Software;

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<sup>1</sup> The term is described in the DISPL Technical support policy.

**“Subscription”** means a part of DISPL End User Price List which specifies Customer’s authorized scope of rights for the Software (for Kits Product it may include a right to order the Goods along with Software), based on the Order and/or Addendum of adherence and/or other Annex, which may include: (a) number and type of authorized End Users or devices, (b) numbers of licenses, copies or instances (for software), (c) Subscription Term or (d) other restrictions or billable units;

**“Subscription Term”** means your permitted subscription period for the Software, as set forth in the applicable the End User Price List and/or other Annex; Unless otherwise specified in the applicable Annex or otherwise agreed by the Parties, the Subscription Term will be one (1) year starting from the date of license activation and will automatically renew for the same period as the initial Subscription Term, but at the prices in effect at the time of renewal. Unless otherwise agreed upon by the Parties, by default, the Customer must activate the Subscription within 6 months from the date of purchase.

**“Site” or “Website”** means any of the websites on the Internet, located at <https://displ.com/> or <https://displayforce.ai/>, all rights for their administration are held by DISPL;

**“Territory”** the territory of use may not exceed that specified in the primary license agreement with the Partner, unless otherwise provided by the Agreement, provided that the Customer, including all its affiliates, complies with the restrictions set forth in the Agreement. Customer shall not permit any third party to access or use the licensed Software in, or export it to, a country subject to an EU embargo or/and the U.S and/or other restrictive measures.

**In this Agreement:** clause, schedule and paragraph headings shall not affect interpretation; a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; in the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the schedules, the provision in the body of this Agreement shall take precedence; “company” or “legal entity” include any company, corporation or other body corporate wherever and however incorporated or established, and its representatives, successors and permitted assigns; “person” includes any individual, company, partnership, joint venture, firm, association, trust, governmental or regulatory authority or other body or entity (whether or not having separate legal personality), and that person’s personal representatives, successors and permitted assigns; “individual” includes a natural person and that individual’s personal representatives, successors and permitted assigns; references to clauses, sections and schedules, Annexes are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule; and the Recitals and Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this agreement includes the Schedules, Annexes.

## 2. SUBJECT OF THE AGREEMENT

**2.1 License to the Software.** Subject to the limitations and restrictions set forth in this Agreement, Annexes during the Term, Customer may access and use the Software in the form of the Software Distributions pursuant to the terms of this Agreement. DISPL hereby for a Subscription Fee grants to Customer a non-exclusive, non-transferrable, limited to a particular number of copies license throughout the Territory. This Agreement grants the Customer (End User) no title to or ownership of the licensed Software, and the Customer receives no rights to the licensed Software other than those specifically granted in this Agreement.

**2.2 Software Distribution.** The Software may be distributed in the form of **(i) SaaS Distribution** – where the Software is hosted by DISPL and/or its Affiliates or **(ii) On-site Distribution** – where the Software is to be installed and configured on hosting and hardware provided by End User or Customer (On-premises Distribution) (collectively referred to as the **“Software Distributions”**). The particular number of copies of the Software transferred to the Customer by DISPL under this Agreement is determined in the relevant Annex(-es) to the Agreement.

**2.3.** The right to use the Software shall be granted to the Customer under the terms of this Agreement under a simple (non-exclusive) license, this means that the Right-holder shall have a right to conclude any other agreements similar to this one with any third party regarding the Software.

**2.4.** The Customer or persons acting in his interests or upon charge shall examine this Agreement prior to its acceptance and then accept it while downloading the distribution of the Software and/or installing the Software on the Device. In case of disagreement with the terms of this Agreement, the Customer shall immediately stop using the Software and delete all copies of the Software (as well as its distributions) from the Devices.

**2.5.** This Agreement allows the use of the Software by a person acting in the interests of the Customer or upon his charge within the purchased number of licenses. Despite the fact that this person is engaged in the use of the Software in the interests of the Customer or upon his charge, the Customer shall be responsible for any violation of the terms of use of the Software defined by this Agreement, committed both by the Customer and/or by such an engaged person as well. (hereinafter referred to in the Agreement, violations committed by such an engaged person are equal to the actions of the Customer).

**2.6.** The rights to use the Software which are not directly set forth in Article 3 of this Agreement shall be considered as not granted to the Customer.

**2.7. Documentation:** Technical specifications of the Software, product descriptions, system requirements, and User's Manual are available at the Web-site: <https://support.displayforce.ai> (subject to further changes by DISPL).

**2.8. Security Requirements** are available at <https://displ.com/legal/security-requirements>.

**2.9. DISPL Standard Warranty.** DISPL represents that the Software will substantially conform in all material respects described in the Documentation when installed, operated, and/or used as recommended in the Documentation and in accordance with this Agreement. DISPL will, as the sole remedy and liability for a breach of the foregoing warranty, make commercially reasonable efforts to fix any non-conformity within a reasonable timeframe after you notify DISPL in writing of the non-conformity. DISPL also represents that Software Services will be performed in a professional and workman like manner. DISPL will, as the sole remedy and liability for the breach of the foregoing warranty, reperform such Software Services within a reasonable timeframe after you notify DISPL in writing of the failure to perform in a professional and workmanlike manner.

In addition, DISPL will use reasonable commercial efforts to: (a) report, track and monitor problems via the Internet, if available, (b) determine, verify and resolve problems by telephone on a callback basis during normal business hours at our service locations (Cyprus time), Monday- Friday, except holidays, and (c) provide periodic modifications that we otherwise make generally available to other supported customers free of charge. DISPL provides support only for the two most recent release versions of Licensed Software. At our option, you may be required to upgrade to the current version of Licensed Software. If you have a networked installation, and if a system malfunction occurs, you are responsible for contacting your network support provider first to determine that the issue is not due to network problems before contacting us for product support. On-site support is not included. Additional support services and maintenance coverage, if any, is specified in your order/invoice form and subject to additional fees. For other conditions please read DISPL's standard product warranty (<https://displ.com/legal/displs-standard-product-warranty>).

### **3. WAYS OF USING AND RESTRICTIONS OF USING OF THE SOFTWARE. TERM OF USING OF THE SOFTWARE**

**3.1.** In addition to the rights set forth in Clause 2.1. of this Agreement, since the Agreement does not prescribe otherwise, the Customer shall have a right to use the Software in the following ways:

**3.1.1.** Regarding the program "**DISPL Designer**": (a) to install this software on the Customer's Device; (b) to create and visually edit user scenarios, defining the interaction between the Devices executing such scenarios via the "DISPL Player"; (c) to manage user projects; (d) to package user scenarios into a single file and configure interactions between such scenarios and external data sources; (e) to add, edit, and delete the Customer's Devices executing scenarios via

the "DISPL Player"; (f) to monitor and analyze the connection status of the Customer's Devices executing scenarios via the "DISPL Player"; (g) to create execution schedules for user scenarios on the Customer's Devices, executed via the "DISPL Player"; (h) to add and remove controllers and devices utilized by the "DISPL Player" while executing user scenarios, including integration with third-party systems.

3.1.2. Regarding the program "**DISPL Manager**": (a) to access and use this software via a web-based interface in the End User Account on the Customer's Device; (b) to create, edit, manage, and delete user content used by the "DISPL Player"; (c) to manage user projects; (d) to add, edit, and delete the Customer's Devices executing scenarios via the "DISPL Player"; (e) to monitor and analyze the connection status of the Customer's Devices executing scenarios via the "DISPL Player"; (f) to create execution schedules for user scenarios on the Customer's Devices, executed via the "DISPL Player", including scheduling through the CMS.

3.1.3. Regarding the "**DISPL Player**": (a) to install this software on the Customer's Device; (b) to execute user scenarios created using the "DISPL Designer" and/or "DISPL Manager"; (c) to interact with controllers and devices as specified by user scenarios created via the "DISPL Designer" and/or "DISPL Manager", in accordance with predefined rules and integrations.

3.1.4. Regarding the "**DISPL Server**": (a) to install this software on the Customer's Device or within the Customer's network environment; (b) to use and operate the Software in accordance with its functional purpose, ensuring the interaction of other Software components, subject to the Customer's infrastructure configuration and network settings.

## **3.2. General Requirements and License Restrictions.**

Customer at any time during the term of this Agreement:

(a) **shall**: (i) use the Licenses in accordance with this Agreement and as may be additionally reasonably required and/or limited by DISPL; (ii) appropriately mark and not hide, deface, modify, remove or delete any titles, labels, logos, legends images, notices or other signs, marks, texts or other (including but not limited to patent details or notices, trademarks or copyright designs relating to the Software owned by DISPL or third party) designated by DISPL or DISPL in the Software or documentation;

Customer at any time during the term of this Agreement:

(b) **shall not**: (i) copy, lease, sub-license, repackage or share the Software or any part thereof; (ii) defeat, avoid, remove, deactivate or otherwise modify the Software or any part thereof; (iii) produce, reproduce, copy, adapt, alter, reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Software, download, change hardware formats, rent, lease, share, lend, license to other third parties, communicate by telecommunication or electronically distribute or market by any means the Software, except as expressly provided for in this Agreement or as otherwise expressly approved in writing by DISPL; (iv) derive any kind of source code, underlying algorithms, structure, organisation, selection of the Software; (v) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; provide Software passwords or other log-in information to any third party; share non-public Software features or content with any third party; access the Software in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics, or to copy any ideas, features, functions or graphics of the Software; or engage in web scraping or data scraping on or related to the Software, including without limitation collection of information through any software that simulates human activity or any bot or web crawler; (vi) if otherwise agreed between the Parties, incorporate the Software into a product or service you provide to a third party, incorporate the Software into your own products or services or resell the Software on a bundled or OEM; (vii) interfere with any license key mechanism in the Software or otherwise circumvent mechanisms in the Software intended to limit its use; remove or obscure any proprietary or other notices contained in the Software; use the Software for competitive analysis or to build competitive products or use the Software to train, educate, or create Artificial Intelligence (AI), including ChatGPT or other AI Chatbots, use the Software in any AI Systems (e.g. traditional symbolic AI, Machine learning, AI systems that can be used on a stand-alone basis or as a component of a product as well as hybrid systems or other AI techniques and approaches); (viii) otherwise disrupt the Software, or other DISPL's or DISPL's software and hardware; publicly

disseminate information regarding the performance of the Software or encourage or assist any third party to do any of the foregoing; any other activities in breach of this Section of this Agreement, DISPL shall have the right to limit (by calls, methods or otherwise), suspend Customer's access to the Software without advanced notice, or terminate and revoke the License granted to the Customer, in addition to such other remedies as DISPL may have.

(c) The Customer shall have the right to use the Software only within the Territory. Using of the Software outside the Territory is prohibited.

(d) The number of copies (installations) of the Software is defined by the Agreement. The Customer shall have no right to use more copies (installations) of the Software rather than it is prescribed in the Agreement. The maximum number of supported management connections (licenses) between "DISPL Manager" and "DISPL Player" is defined by the Agreement. The Customer shall have no right to create and (or) use more management connections between mentioned parts of the Software, rather than it is prescribed in the Agreement.

(e) The Customer may use the Software only during the Subscription term, defined in the Agreement. The Customer may not to use the Software after the ending of that term.

**3.3. Registration of End User Account.** To obtain the License the Customer shall register such an End User Account where after authorization granted by DISPL the relevant License will be made available for the End User. Access Conditions: (i) Registration under the Agreement; (ii) License payment; (iii) Login via web interface with credentials; (iv) Two-factor authentication (if enabled). If access is lost, it can be restored through the administrator or DISPL support.

**3.4. Unauthorized Access.** Customer shall take reasonable steps to prevent unauthorized access to the Software and End User Account, including without limitation by protecting its passwords and other log-in information. Customer shall notify DISPL immediately of any known or suspected unauthorized use of the Software, End User Account or breach of their security and shall use best efforts to stop said breach.

**3.5. Grant of the License.** DISPL within ten (10) days since the Customer (or Distributor or Reseller if you purchase License via them) paid a correspondent proforma-invoice for the License to Software will place License Key for requested Software Distribution in this End User Account accompanying the information and documentation necessary for such License Key activation and Software installation, configuration and operation. If the Parties have agreed to pay for a particular License or Subscription in installments during the License or Subscription term, but the Customer (or Distributor or Reseller if you purchase License via them) has not paid for the License or Subscription within the agreed timeframe, such Subscription and granted License shall be suspended until it is paid in full and access to such End User Account shall be blocked.

**3.6. Renewable Subscriptions** may be for periods of one (1) year, six (6) months, three (3) months, one (1) month, and "pay-as-you-go" periods and are subject to DISPL's invoices.

**3.7. Software Updates, Upgrades, Features and Distributives. Alteration procedures.**

**3.7.1.** The Customer acknowledges and agrees that the Software is provided on an "as is" basis and the Right-holder is not obligated to provide to the Customer any bug fixes, patches or new versions (builds) of the Software. Technical support and other support for the Software may be provided only by the Right-holder and (or) by the person, directly entitled by the Right-holder.

**3.7.2. Software Changes.** Solely the DISPL is at all times permitted to modify the Software, either upon the DISPL 's own initiative and for whatever reason, or upon a substantiated request by the Customer. DISPL may revise the features and functions of the Software at any time, provided no such revision materially reduces features or functionality, specified in the Documentation.

**3.7.3. Software Updates.** Unless agreed otherwise DISPL has no obligation to provide Customer with Software Updates except for security patches and patchers that correct errors in the Software functionality stated in the Documentation.

**3.7.4. Software Upgrades.** Unless agreed otherwise DISPL has no obligation to provide Customer with Software Upgrades.

### **3.8. Technical Support and Maintenance.**

End Users Support is providing under the DISPL Technical support policy.

DISPL's Help center is available at <https://support.displayforce.ai/hc/en-us>.

**3.9.** The Customer shall be obligated not use the Software to exercise propaganda or outreach, inciting social, racial, national, or religious hatred and enmity, saber-rattling or social, racial, national, religious, or linguistic superiority, disseminate other information, prohibited from proliferation by the applicable legislation.

**3.10.** The Customer shall not reproduce or otherwise use via the Software any restricted information (confidential information) of the third party unless the Customer has sufficient authority for the information disclosure.

**3.11.** The Customer shall not reproduce or otherwise use via the Software any content (include, but not be limited to photos, text, any images, videos and audio recordings) containing any materials that are offensive to any person, or may defame any person as well as materials that may contain threats, or incite violence, criminal violations, antisocial or immoral actions, materials of pornographic nature, or any other acts contradicting principles of public order and morals, materials of pornographic nature or any other materials which causes or may cause damage to the honor, dignity, and business reputation of a person or business reputation of an organization.

**3.12.** In its use of the Software, the Customer shall comply with all applicable laws and Additional Documents.

## **4. LICENSE FEE. PAYMENT TERMS AND CONDITIONS.**

**4.1. Subscription Fee (or License Fee or Fee).** In consideration of the rights and licenses granted under the Agreement, Customer shall pay to DISPL License Fees (directly or via DISPL's Partners (Distributors or Resellers). License Fee, which is not specified in relevant Annexes to this Agreement or not determined in the agreement between End User and DISPL Distributors or Resellers, is determined in accordance to the End User Pricelist which can be found at the following website: <https://displ.com/pricing>. The DISPL shall have a right from time to time to update the basic pricelist at its sole discretion by posting a new price list on the Website. If the Customer uses the basic price list on the Website, the Customer must regularly visit the DISPL website and keep up to date with the latest price information.

### **4.2. Payment Terms.**

#### **4.2.1. Direct Payment by End User to DISPL:**

**Payment of the Subscription Fee:** (i) the End User shall pay DISPL the Subscription Fee as stated in the DISPL invoice within TEN (10) days from the date of issuance; (ii) payment shall be made **directly to DISPL's designated bank account**, unless otherwise specified in the applicable Annexes to this Agreement; on the written instructions of DISPL the payment can be made to the account of the third party; (iii) **Prepayment Terms:** By default, **100% advance payment** is required unless otherwise specified in the relevant Annexes. DISPL reserves the right **not to activate the licenses** until full payment is received.

**Late Payment:** In the event of late payment, the End User shall be liable to pay interest at a rate of **0.5% per month** or the highest rate permissible under applicable law.

#### **4.2.2. Payment by End User via Distributors or Resellers:**

**Payment of the Subscription Fee:** (i) the End User shall pay the License Fee through an authorized Distributor or Reseller with whom the End User has entered into an agreement; (ii) DISPL shall provide the license to the End User **through the Partner**, who is responsible for fulfilling the payment obligations to DISPL; (iii) **Payment Process:** The Distributor / Reseller must ensure payment to DISPL in accordance with the terms of the partnership agreement. DISPL **will not activate the licenses** if the payment has not been received from the Partner. The End User acknowledges that any financial disputes related to payments shall be resolved **directly with the Distributor / Reseller**.

**Late Payment:** If the Distributor / Reseller fails to make timely payment, DISPL reserves the right **to suspend the End User's license** until the outstanding balance is settled.

**4.3. Bundle (Kit) Tariff.** If the Customer chooses a Tariff Plan for licensing of Software that includes both Software and Hardware (goods), the terms and conditions of sale of such goods are governed by separate DISPL's Terms and Conditions of Sale of Goods ("T&C") available at Website: (i) for purchasing goods - <https://displ.com/legal/tc-of-sale>; (ii) standard product warranty - <https://displ.com/legal/displs-standard-product-warranty>.


**4.4. Taxes.** Amounts due under this Agreement are payable to DISPL without deduction for any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value-added tax, whether or not withheld at the source (collectively, "Sales Tax"). Except as forbidden by applicable law, DISPL may require that Customer submit applicable Sales Taxes to DISPL. However, the preceding sentence does not apply to the extent that Customer is tax exempt, provided it gives DISPL a valid tax exemption certificate within 30 days of the Effective Date. DISPL's failure to include any applicable tax in an invoice will not waive or dismiss its rights or obligations pursuant to this Section 4.4.

If applicable law requires withholding or deduction of Sales Taxes or any other tax or duty, Customer shall separately pay DISPL the withheld or deducted amount, over and above fees due. For the avoidance of doubt, this Section 4.4 does not govern taxes based on DISPL's net income. Invoices for reimbursement of taxes shall be paid by Customer by wire transfer no later the day immediately following the date when such an invoice was received by Customer.

## **5. IP & USE OF DISPL TRADEMARKS.**

**5.1. IP Rights to the Software.** DISPL retains all IP Rights in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos, and trademarks reproduced through the Software. This Agreement does not grant Customer any intellectual property license or rights in or to the Software or any of its components. Customer recognizes that the Software and its components are protected by copyright and other laws.

**5.2. Protection of DISPL's IP Rights and Trademarks.** Customer shall at any time reasonably assist and cooperate with DISPL to the extent requested in the protection of the DISPL's IP Rights and promptly notify DISPL and DISPL of any infringements or suspected infringements of DISPL's IP Rights. DISPL and Customer shall prepare and execute all necessary documents, including, without limitation, registered user agreements and/or license registration documents, and Customer shall cooperate with DISPL as requested by DISPL and do whatever is reasonable and necessary for the protection of the Trademarks and the IP Rights. Customer shall not do anything or authorize anyone to do anything which may adversely affect any ownership rights of DISPL in the Trademarks, or the IP Rights, or which may reduce or dilute the value or distinctiveness of the Trademarks or disparage or detract from their reputation and prestige. DISPL in its sole discretion shall determine whether the Trademarks and IP Rights should be registered and shall bear all costs of such registrations, maintenance and renewals in the Territory. Customer shall not seek to register the Trademarks, the IP Rights, or any trademark confusingly similar to the DISPL's Trademarks. The Trademarks and IP Rights (including IP Rights in all materials of any kind created by or on behalf of Customer hereunder) and the goodwill appurtenant thereto are the sole and exclusive property of DISPL. Customer acknowledges that all uses of the Trademarks and IP Rights hereunder and all the goodwill attached or which shall become attached to the Trademarks and IP Rights in connection with the manufacture, sale, distribution, promotion and advertising of the Licensed Software shall inure solely to DISPL's benefit. Customer shall not challenge DISPL's ownership of or the validity of any of the Trademarks or IP Rights, any applications or registrations therefor or any rights of DISPL therein.

**5.3. Use of DISPL's Trademarks.** DISPL© and  are the registered Trademarks (word and figurative Marks) of Displayforce Global Limited. The Customer agrees not to make any commercial use of the DISPL's logo, trademark or brand name in any way; register any organizations, corporations, other business units in its own name or the name of its affiliates, if the name of such organizations includes in whole or in part words such as "DISPL", "DISPLAYFORCE", register domains, websites with such words. For further information regarding the use of our Website, please refer to DISPL website usage terms (<https://displ.com/legal/terms-of-use>).

**5.4. The Customer shall use** DISPL Marks solely in connection with the Licensed Software, shall use and display the Trademarks only in such form and manner as are specifically provided or approved by DISPL. DISPL may promulgate, from time to time, reasonable rules and amendments thereto, relating to use of the Trademarks, and Customer shall comply with all such rules and amendments. If these rules and amendments incur additional unforeseen and undiscussed costs, burdening the Customer, the allocation of such costs and expenses shall be subject to further discussion between the Parties prior to their charging, incurring. Customer shall comply with all the trademark laws and other applicable laws relating to intellectual property in force in the Territory in order to protect the rights of DISPL in and to the Trademarks. Customer shall use the Trademarks strictly in compliance with all applicable legal requirements and shall use such markings in connection therewith as may be required by applicable legal provisions.

**5.5.** The provisions of, and the obligations of Customer under, this Article 5 shall survive the expiration or termination of this Agreement.

## **6. CONFIDENTIAL INFORMATION.**

**6.1. "Confidential Information"** refers to the following items DISPL discloses to Customer: (a) any document DISPL marks "Confidential"; (b) any information DISPL orally designates as "Confidential" at the time of disclosure, provided DISPL confirms such designation in writing within two (2) business days; (c) information stated in this Agreement; and (d) any other nonpublic, sensitive information Customer should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Customer's possession at the time of disclosure; (ii) is independently developed by Customer without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Customer's improper action or inaction; or (iv) is approved for release in writing by DISPL.

**6.2. Nondisclosure.** Customer shall not use Confidential Information for any purpose other than use of the Software according to this Agreement (the "Purpose"). Customer: (a) shall not disclose Confidential Information to any employee or contractor of Customer unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Customer with terms no less restrictive than those of this Section 6.2; and (b) shall not disclose Confidential Information to any other third party without DISPL's prior written consent. Without limiting the generality of the foregoing, Customer shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer shall promptly notify DISPL of any misuse or misappropriation of Confidential Information that comes to Customer's attention. Notwithstanding the foregoing, Customer may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Customer shall give DISPL prompt notice of any such legal or governmental demand and reasonably cooperate with DISPL in any effort to seek a protective order or otherwise to contest such required disclosure, at DISPL's expense.

**6.3.** Each of the Parties undertakes to the other Parties that unless otherwise agreed to in writing by all the Parties, all Confidential Information disclosed to a Party and the terms of this Agreement will be kept strictly confidential and not disclosed to any person by any Party and be retained with a level of protection and security against unauthorized access not less than that level of protection and security which the Party receiving such information affords to its own equivalent Confidential Information being no less than a reasonable degree of care under the circumstances. Subject to the provision set hereunder, no Party may: a) disclose any Confidential Information; or b) use any Confidential Information in any manner which may cause or be calculated to cause loss to any Party; or c) make any public announcement or issue any press release regarding this Agreement of the transactions contemplated by it, and each of the Parties to this Agreement must use its best endeavors to ensure that none of its auditors, officers, directors, employees, agents or other persons or any of their Affiliates do any of the above.

**6.4.** A Party may disclose, and may permit its auditors, officers, directors, employees, agents or other persons to disclose, any Confidential Information:

- (a) with the prior written consent of another Party; or

- (b) if the Confidential Information has come within the public domain, other than by a breach of this Section by any Party to this Agreement; or
- (c) if it is required and ordered to do so by a proper legal or governmental authority, or/and required by applicable law;

but in any case, to the extent possible, it must consult with another Party before making the disclosure and use reasonable endeavors to agree on the form and content of the disclosure.

**6.5. Feedback.** DISPL has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer, or other Users give DISPL, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict DISPL's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. Feedback will not be considered Customer's trade secret. ("**Feedback**" refers to any suggestion or idea for improving or otherwise modifying any of DISPL's products or services.)

**6.6. Termination & Return.** With respect to each item of Confidential Information, the obligations of Section 6.2 above (*Nondisclosure*) will terminate within five (5) years after the date of disclosure; provided that such obligations related to Confidential Information constituting DISPL's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Customer shall return all copies of Confidential Information to DISPL or certify, in writing, the destruction thereof.

**6.7. Injunction.** Customer agrees that: (a) no adequate remedy exists at law if it breaches any of its obligations in this Article 6; (b) it would be difficult to determine the damages resulting from its breach of this Article 6, and such breach would cause irreparable harm to DISPL; and (iii) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that DISPL prove actual damage or post a bond or other security. Customer waives any opposition to such injunctive relief or any right to such proof, bond, or other security. This Section 6.6 does not limit either party's right to injunctive relief for breaches not listed.

**6.8. Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license thereto. DISPL will retain all right, title, and interest in and to all Confidential Information.

## 7. REPRESENTATIONS & WARRANTIES.

**7.1. From DISPL.** DISPL hereby warrants and represents that (a) DISPL has the power and authority to enter into this Agreement; (b) this Agreement has been duly executed and delivered by DISPL and constitutes the legal, enforceable and binding obligation of DISPL; (c) execution and performance of this Agreement will not violate any law or breach any other agreement; (d) no approval, action or authorization by any authority is required for DISPL's execution and performance hereof or, if it is, such approval, action or authorization has been obtained and written evidence thereof has been provided to Customer and DISPL has sufficient rights in the Software to grant License under the term and conditions set forth herein. DISPL represents and warrants that it is the right holder of the Software and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights to use the Software set forth in this Agreement without the further consent of any third party. DISPL's representations and warranties in the preceding sentence do not apply to use of the Software in combination with software or hardware provided by third parties. In case of breach of the warranty above in this Section 7.1, DISPL, at its own expense, shall promptly: (i) secure for Customer the right to continue using the Software; (ii) replace or modify the Software to make it no infringing; or if such remedies are not commercially practical in DISPL's reasonable opinion, (iii) refund the fees paid for the Software for every month remaining in the then-current Term following the date after which Customer access to the Software ceases as a result of such breach of warranty.

### **7.2. From Customer.**

**7.2.1.** Customer represents and warrants that: (i) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a

material adverse impact on its ability to perform as required by this Agreement; (ii) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Software; and (iii) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law; (iv) execution and performance of this Agreement will not violate any law or breach any other agreement; (v) no approval, action or authorization by any authority is required for Customer's execution and performance hereof or, if it is, such approval, action or authorization has been obtained and written evidence thereof has been provided to DISPL; and Customer at all time will comply with all applicable laws and regulations, all applicable export controls, sanction regimes, authorisations and licensing requirements apply to Customer's business activities.

**7.3. WARRANTY DISCLAIMERS.** EXCEPT TO THE EXTENT SET FORTH IN THE SLA AND SECTION 3.5 (STANDARD WARRANTY), IN SECTION 7.1. (REPRESENTATIONS & WARRANTIES) ABOVE, CUSTOMER ACCEPTS THE SOFTWARE "AS IS," WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) DISPL HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) DISPL DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) DISPL DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

## **8. INDEMNIFICATION.**

**8.1.** Customer shall defend, indemnify, and hold harmless DISPL and the DISPL Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the Software, including without limitation: (a) claims by Customer's Users or by Customer's employees; (b) claims related Data Incidents (as defined below); (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Software through Customer's account, including without limitation by Customer Data; and (d) claims that use of the Software through Customer's account, including by Customer's or other Users, harasses, defames, or defrauds a third party or any other law or restriction on electronic advertising. INDEMNIFIED CLAIMS INCLUDE, WITHOUT LIMITATION, CLAIMS ARISING OUT OF OR RELATED TO DISPL'S NEGLIGENCE. Customer's obligations set forth in this Article 8 include, without limitation: (i) settlement at Customer's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses; and (ii) reimbursement of reasonable attorneys' fees incurred before Customer's assumption of the defense (but not attorneys' fees incurred thereafter). If Customer fails to assume the defense on time to avoid prejudicing the defense, DISPL may defend the Indemnified Claim, without loss of rights pursuant to this Article 8. DISPL will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it or a DISPL Associate admit wrongdoing or liability or subjects either of them to any ongoing affirmative obligation. ("DISPL Associates" are DISPL's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns. A "Data Incident" is any (1) unauthorized disclosure of, access to, or use of Customer Data, including without limitation Excluded Data, or (2) violation of Privacy Policy through Customer's account. Data Incidents include, without limitation, such events caused by Customer, by DISPL, by other users, by hackers, and by any other third party.)

## **9. LIMITATION OF LIABILITY.**

**9.1. LIABILITY CAP.** EXCEPT FOR EXCLUDED CLAIMS, DISPL'S AGGREGATE LIABILITY TO THE CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY THE CUSTOMER TO DISPL UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY

PRECEDING THE CLAIM. "Excluded Claims" means (1) amounts owed by you under any invoices/orders, (2) either party's express indemnification obligations in this Agreement, and (3) your breach of the Section 10 ("COMPLIANCE WITH LAWS. TECHNOLOGY EXPORT").

**9.2. EXCLUDED DAMAGES.** IN NO EVENT WILL DISPL BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

**9.3. CLARIFICATIONS & DISCLAIMERS.** The limitations of liability outlined in this Article 9 extend to DISPL's officers, directors, employees, agents, and third-party contractors. They apply: (a) to liability resulting from negligence; (b) irrespective of the form of action, whether in contract, tort, strict product liability, or any other form; (c) even if DISPL is forewarned of the potential damages in question and regardless of whether such damages were foreseeable; and (d) even if the remedies provided to the Customer fail to fulfill their essential purpose. The Customer acknowledges and agrees that the pricing determined by DISPL, and the decision to enter into this Agreement, is based upon the limitations of liability and disclaimers of warranties and damages specified in this Article 9, which form a fundamental element of the agreement between the parties. If applicable law restricts the application of this Article 9, DISPL's liability will be limited to the maximum extent permissible. For the avoidance of doubt, the liability limits and other rights set forth in this Article 9 apply likewise to DISPL's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

## **10. COMPLIANCE WITH LAWS. TECHNOLOGY EXPORT**

**10.1. Compliance with Laws.** In its use of the Software, each Party shall comply with all applicable laws, including without limitation Privacy Policy and DISPL Export Compliance Policy available at <https://displ.com/export-compliance-policy>.

**10.2. Technology Export.** Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation, EU embargo rules and restrictions or (b) DISPL Export Compliance Policy. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo. The Customer hereby certifies that all and every product(s) purchased from DISPL will not be exported, sold, or transferred in violation of (a) the U.S. Export Administration Regulations; (b) the U.S. International Traffic in Arms Regulations (ITAR); (c) applicable U.S. sanctions and embargoes administered by the U.S. Department of the Treasury; and (d) the European Union's Regulations and any subsequent re-enactments or amendments thereof being in force and affecting the export of the products, including Software. Without limiting the foregoing, the Customer explicitly agrees and undertakes not to sell, offer or otherwise transfer the Software in breach of OFAC and/or EU sanctions and/or applicable controls to Companies located in CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA or to other restricted parties, embargoed or sanctioned countries, which, restrictions, in particular, may be found (including but not limited) here: <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information> <https://www.bis.doc.gov/index.php> or/and <https://www.sanctionsmap.eu>. The Customer further certifies that it will not transfer, export, or re-export, to any party listed by the U.S. Government, and/or EU Council and/or under any other applicable law as prohibited from receiving products and that Customer is not on, or under control of anybody on, any such lists. In case the Customer intentionally fails to comply with these clauses herein, the Customer hereby agrees to indemnify and hold DISPL harmless from and against all real losses, that DISPL may suffer or incur because of DISPL's failure to follow the restrictions and obligations herein contained.

## **11. TERM & TERMINATION.**

**11.1. Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and continue for the period set forth in the Order or DISPL's invoice, if none, for one (1) year. The present Agreement and Customer's Subscription will automatically renew for another Subscription Term (as defined in the Order or DISPL's invoice) of

a period equal to your initial Subscription term, unless either party refuses such renewal by written notice 30 or more days before the renewal date. All renewals are subject to the applicable End User Price List continuing to be offered and will be charged at the then-current rates if otherwise agreed in writing by the Parties.

**11.2.** The Agreement can be terminated upon Parties' mutual agreement.

**11.3. Termination for Cause.** Either party may terminate this Agreement (including all related Orders) if the other party (a) commits any serious breach of this Agreement and if, in the case of a breach capable of being remedied, shall have failed to remedy the breach within 30 business days after the receipt of a request in writing from the other Party to do so. Whether a breach is capable of being remedied or not is within the DISPL's or Customer's sole discretion. In case the other Party considers a breach as one capable of being remedied and sends a request in this regard to the other Party, such notice must contain a warning of the Party's intention to terminate this Agreement should the breach not be remedied; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). If a dispute arises between the Parties about the fact of existence of such third-party losses, causal connection of the losses with the actions of the DISPL, such dispute shall be resolved by a judicial body in accordance with the procedure defined in the Agreement.

**11.4. Termination for Convenience.** The Customer may choose to stop using the DISPL Products and terminate this Agreement (including all Orders) at any time for any reason upon prior written notice of 60 days to DISPL, but, unless Customer is exercising its right to terminate early within Trial Period (unless otherwise specified in a separate Annex, the Trial Period shall be 7 days from the date of payment for the Subscription), upon any such termination. (i) Customer will not be entitled to a refund of any pre-paid fees and (ii) except for trial period, if the Customer has not already paid all applicable fees for the then-current Subscription Term or related services period (as applicable), any such fees that are outstanding will become immediately due and payable.

**11.5. Effects of Termination.** Upon any expiration or termination of this Agreement, the Customer must cease using all DISPL Products and delete (or at our request, return) all Confidential Information or other materials of DISPLs' in Customer possession, including on any third-party systems operated on Customer behalf. Customer will certify such deletion upon DISPL request. Customer will not have access to Customer's Data (and DISPL may delete all of Customer's Data unless legally prohibited) after expiration or termination of this Agreement (or its applicable Subscription Term).

## **12. DATA PROTECTION.**

**12.1. Use of Customer's Data.** DISPL shall not: (a) access, process, or otherwise use Customer's Data other than as necessary to facilitate the Software; or (b) give Customer's Data access to any third party, except DISPL's subcontractors that have a need for such access to facilitate the Software and are subject to a reasonable written agreement governing the use and security of Customer's Data. Further, DISPL: (c) shall exercise reasonable efforts to prevent unauthorized disclosure or exposure of Customer's Data; and (d) shall comply with Privacy Policy and relevant laws that are applicable both specifically to DISPL and generally to data processors in the jurisdictions in which DISPL does business and operates physical facilities. Customer recognizes and agrees that DISPL may charge additional fees (without limitation) (a) for activities (if any) required by Privacy Policy and (b) for activities Customer requests to help it comply with Privacy Policy.

**12.2. Erasure.** DISPL may permanently erase Customer's Data if Customer's account is delinquent, suspended, or terminated for 30 days or more, without limiting DISPL's other rights or remedies.

**12.3. Compliance with Data protection Law.** The Parties undertake to comply with the provisions of the relevant applicable data protection legislation and to any related or subsidiary legislation in so far as the applicable data protection legislation relates to the provisions and obligations of this Agreement.

**12.4. Required Disclosure.** Notwithstanding the provisions above of this Article 12, DISPL may disclose Customer Data as required by applicable law or by proper legal or governmental authority. DISPL shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

**12.5. Risk of Exposure.** Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Software, Customer assumes such risks. DISPL offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

**12.6. Data Accuracy.** DISPL shall have no responsibility or liability for the accuracy of data uploaded to the Software by Customer, including without limitation Customer Data and any other data uploaded by Users.

**12.7. The DISPL agrees** that personal information or data of End Users will be owned by, and is the exclusive property of, Customer and assigns any and all current and future rights in End Users information to the Customer. The DISPL shall not, and shall not permit any person to, transfer or disclose any End Users information to any other person: (a) without the prior written consent of Customer, (b) unless required by applicable laws, rules or regulations or in accordance with the terms of this Agreement, or (c) at the specific request and with the specific consent of the applicable End User.

**12.8. DISPL shall use** the End Users information only in connection with its rights and obligations under the Agreement, and shall (i) hold it in strict confidence, (ii) use standard industry practices to keep it secure, and (iii) promptly notify Customer of any security breach involving End User information and, if reasonably requested by Customer, assist Customer in taking any remedial action.

**12.9. The Customer shall also retain** its rights in the End Users database. Immediately upon termination of this Agreement, the Customer shall be entitled to full access to the database, and DISPL shall cooperate in any database transfer requested by Customer.

**12.10. The Customer acknowledges** DISPL's privacy policy at <https://displ.com/privacy-policy>, and the Customer recognizes and agrees that nothing in this Agreement restricts DISPL's right to alter such privacy policy.

**12.11. The Customer undertakes** to place on its interactive screens, monitors, and other advertising constructions equipped with a camera, information about video surveillance in the form and order recommended by the DISPL. The Customer shall also place warning signs at the entrance to the sales area. The Customer shall indemnify, defend, and hold harmless DISPL, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees, arising out of or in connection with any breach by the Customer of its obligations under this Section 12.11.

**12.12.** Parties agree to sign a separate Data Processing Agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) or other legislative act, applicable to the Territory.

**13. SURVIVING PROVISIONS.** Upon termination of this Agreement, Customer shall cease all use of the Software and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: any obligation of Customer to pay fees incurred before termination; *Restrictions, IP & USE OF DISPL TRADEMARKS, Confidential Information, Warranty Disclaimers, Indemnification, Limitation of Liability, Effect of Termination*) and *Miscellaneous; COMPLIANCE WITH LAWS. TECHNOLOGY EXPORT* and any other provision of this Agreement that must survive to fulfill its essential purpose.

#### **14. MISCELLANEOUS.**

- 14.1. Independent Contractors.** The parties are independent contractors and will represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no DISPL employee or contractor will be an employee of Customer.
- 14.2. Notices.** DISPL may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to User's Support: support@displayforce.ai. In addition, Customer is on notice and agrees that: (a) for claims of copyright infringement, the complaining party may contact Sergei Galeev, address: 1 lapetou Str, 4101 Agios Athanasios, Limassol, Cyprus, email: serge@displ.com or serge.galeev@displayforce.ai; and (b) DISPL will terminate the accounts of subscribers who are repeat copyright infringers.
- 14.3. Force Majeure.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by epidemics, acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.
- 14.4. Assignment & Successors.** Customer may not assign this Agreement or any of its rights or obligations hereunder without DISPL's express written consent. Except to the extent forbidden in this Section 14.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 14.5. Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 14.6. No Waiver.** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 14.7. Choice of Law & Jurisdiction.** In the event of any controversy or claim arising out of or relating to this Agreement, the parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of sixty (60) days, either party may pursue relief as may be available under this Agreement.

If you are located **in the United States**, this Agreement will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) must be brought in state or federal court in San Francisco, California, unless both you and DISPL agree to some other location. You and DISPL both consent to venue and personal jurisdiction in San Francisco, California.

**If you located in any other jurisdictions**, this Agreement will be interpreted in accordance with the laws of the **Republic of Cyprus**. Judicial proceedings must be brought in the courts of Cyprus, unless both you and DISPL agree to some other location. You and DISPL both consent to venue and personal jurisdiction in the Republic of Cyprus.

The Convention of the United Nations on Contracts for the International Sale of Goods dated April 11, 1980 shall not apply. If you are the Customer located in the United States, please note that the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted.

Notwithstanding any other provision of this Agreement, DISPL reserves the right to seek injunctive relief or other equitable remedy in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, including but not limited to, a violation of DISPL's IP Rights or Customer's confidentiality obligations.

**14.8. Entire Agreement.** This Agreement, including any applicable Additional Documents, sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

**14.9. Amendment.** DISPL may update this Agreement and conditions from time to time for legal or regulatory reasons or to allow the proper operation of DISPL site and services. Any changes will be notified via a suitable announcement on DISPL Website. Except as otherwise indicated below, modifications to this Agreement will take effect at the next renewal of your Subscription Term and will automatically apply as of the renewal date unless you elect not to renew the Subscription. Notwithstanding the foregoing, in some cases (e.g., to address compliance with laws, or as necessary for new features) we may specify that such modifications become effective during your then-current Subscription Term. If the effective date of such modifications is during your then-current Subscription Term and you object to the modifications, then (as your exclusive remedy) you may terminate your affected orders upon notice to us, and we will refund you any fees you have pre-paid for use of the affected DISPL Products for the terminated portion of the applicable Subscription Term. To exercise this right, you must provide us with notice of your objection and termination within thirty (30) days of us providing notice of the modifications. For the avoidance of doubt, any order is subject to the version of this Agreement in effect at the time of the order.

DISPL may modify our policies and Additional Documents to take effect during your then-current Subscription Term in order to respond to changes in our products, our business, or laws. In this case, unless required by laws, we agree not to make modifications to our policies that, considered as a whole, would substantially diminish our obligations during your then-current Subscription Term. Modifications to our policies and Additional Documents will take effect automatically as of the effective date specified for the updated documents.

**14.10.** The Parties may conclude a written agreement of the Parties and modify the applicability/make a different wording of certain clauses of this Agreement. From the date of conclusion of such agreement, it shall become an integral part of the Agreement.

**14.11.** The Customer hereby consents to DISPL placing the Customer's trademark, trade name on DISPL's website in the context of a partnership relationship between the Parties and for use in DISPL's marketing activities. The Customer may instruct DISPL in accordance with the requirements of its brand book. This consent shall be valid until DISPL has received written notice from the Customer that DISPL is prohibited from displaying its trademark or trade name on DISPL's website.

**14.12.** Since this Agreement does not prescribe otherwise, other rules published in the End User Account (on the Site) shall also apply to the Parties' relationships. The Customer's agreement with the terms of this Agreement shall mean its full and informed consent (acceptance) to the application of these rules.

Posted/Revised:

February 13, 2025

Previous versions

October 17, 2023

March 31, 2023