



# Signera Subscription Agreement

## TERMS OF USE:

BY SIGNING THE ATTACHED SIGNERA SALES ORDER, THE CUSTOMER ("YOU") AND VIAAV, LLC, A MARYLAND LIMITED LIABILITY COMPANY D/B/A SIGNERA ("SIGNERA") AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF SIGNERA'S ONLINE SERVICE, INCLUDING OFFLINE COMPONENTS (COLLECTIVELY, THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS.

### 1. Privacy & Security; Disclosure

SIGNERA's privacy and security policies may be viewed at <http://www.signera.net> and are hereby incorporated into this Agreement by reference. SIGNERA reserves the right to modify its privacy and security policies in its reasonable discretion from time to time.

### 2. License Grant & Restrictions

SIGNERA hereby grants you a non-exclusive, non-transferable, worldwide right to permit authorized Users (as defined below) to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by SIGNERA and its licensors.

The attached Sales Order indicates the number of individual Licenses as to which you have been granted rights hereunder. Each License shall be associated with one (1) media player as set forth in the Sales Order. Licenses cannot be shared or used by more than one media player but may be reassigned from time to time to new media players. Multiple Users may utilize individual media players pursuant to the rights granted under the License associated with such media player.

You may not access the Service if you are a direct competitor of SIGNERA in the business of selling digital signage to third parties, except with SIGNERA's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including

material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

The Service offers integration capabilities via an application programming interface, or API. The number of API calls you can make per account is limited to 1,000 calls/day/License (aggregated over all Licenses under the account), up to an aggregate maximum of 1,000,000 calls/day/account.

### 3. Your Responsibilities

You are responsible for all activity occurring pursuant to your Licenses and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify SIGNERA immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to SIGNERA immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another SIGNERA customer or user or provide false identity information to gain access to or use the Service.

### 4. Account Information and Data

SIGNERA does not own any data, information or material (including, without limitation, third-party audio, video or Internet sources or material) that you submit to or access through the Service in the course of using the Service ("Customer Data"). You, not SIGNERA, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and SIGNERA shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data, unless such deletion, correction, destruction, damage, loss or failure is due to SIGNERA's actions or inactions, including but not limited to server failure, in which case SIGNERA's liability, if any, shall be governed by the terms hereof. In the event this Agreement is terminated (other than by reason of your breach), SIGNERA will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. SIGNERA reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment of any undisputed amount due hereunder. Upon termination for cause (after the expiration of the cure period set forth in Section 12 below), your right to access or use Customer Data immediately ceases, and SIGNERA shall have no obligation to maintain or forward any Customer Data.

### 5. Intellectual Property Ownership

SIGNERA alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the SIGNERA Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to

you any rights of ownership in or related to the Service, the SIGNERA Technology or the Intellectual Property Rights owned by SIGNERA. The SIGNERA name, the SIGNERA logo, and the product names associated with the Service are trademarks of SIGNERA or third parties, and no right or license is granted in this Agreement to use them. You alone (and your licensors, where applicable) shall own all right, title and interest, including all Intellectual Property Rights, in and to the Customer Data and all additions or modifications thereof. This Agreement does not convey to SIGNERA any rights of ownership in or related to the Customer Data.

## 6. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. SIGNERA and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. SIGNERA does not endorse any sites on the Internet that are linked through the Service. SIGNERA provides these links to you only as a matter of convenience, and in no event shall SIGNERA or its licensors be responsible for any content, products, or other materials on or available from such sites. SIGNERA provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

## 7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total Licenses requested times the License fee currently in effect as set forth in the applicable Sales Order. Payments must be made annually in advance unless otherwise mutually agreed upon in a Sales Order. All payment obligations are non-cancelable and all amounts paid are nonrefundable. You are responsible for paying for all Licenses ordered for the entire Term, whether or not such Licenses are actively used. You must provide SIGNERA with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized License Administrator may add Licenses by executing an additional written Sales Order. Added Licenses will be subject to the following: (i) added Licenses will be coterminous with the then-current Term; (ii) the License fee for the added Licenses will be the then-current, generally applicable License fee; and (iii) Licenses added in the middle of a billing month will be charged in full for that billing month. SIGNERA reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

## 8. Excess Data Storage Fees

The maximum disk storage space provided to you at no additional charge is 100 MB per license. If the amount of disk

storage required exceeds these limits, you will be charged the then-current storage fees. SIGNERA will use reasonable efforts to notify you when the average storage used per User license reaches approximately 90% of the maximum; however, any failure by SIGNERA to so notify you shall not affect your responsibility for such additional storage charges. SIGNERA reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

## 9. Billing and Renewal

SIGNERA charges and collects in advance for use of the Service. SIGNERA will automatically renew and bill your credit card or issue an invoice to you each year on the subsequent anniversary or as otherwise mutually agreed upon. The renewal charge will be equal to the then-current number of total Licenses times the License fee in effect during the prior term, unless SIGNERA has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. SIGNERA's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on SIGNERA's income.

You agree to provide SIGNERA with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, SIGNERA reserves the right to terminate your access to the Service in addition to any other legal remedies.

Unless SIGNERA in its discretion determines otherwise you will be billed in U.S. dollars.

If you believe your bill is incorrect and wish to seek an adjustment or credit, you must contact Signera in writing within 60 days of the invoice date of the invoice containing the amount in question and provide reasonable supporting documentation concerning any disputed amount. In the event Signera disagrees with your position, the parties will use reasonable commercial efforts to resolve the dispute within 30 days. Each party will escalate the dispute internally to a Vice President (or higher officer) who will be responsible for working diligently on the dispute resolution. If the dispute is not resolved within 60 days from the date you notified Signera of the dispute amount, Signera shall have the right to terminate this Agreement in accordance with the provisions of Section 12 below.

## 10. Non-Payment and Suspension

In addition to any other rights granted to SIGNERA herein, SIGNERA reserves the right to suspend immediately or terminate subject to the provisions of Section 12 below, this Agreement and your access to the Service if your account becomes delinquent (falls into arrears) and is not the result of SIGNERA's breach of this Agreement or the nonpayment of any amount in dispute. Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will

continue to be charged for Licenses during any period of suspension. If you or SIGNERA initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that SIGNERA may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

SIGNERA reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that SIGNERA has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

### **11. Termination upon Expiration/ Reduction in Number of Licenses**

This Agreement shall commence on the Contract Start Date set forth on the initial attached Sales Order and shall end on the later of the (i) stated Contract End Date or the (ii) Order End Date as set forth on the initial or any superseding Sales Order (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at SIGNERA's then-current fees (the Initial Term and successive terms, if any, shall be referred to herein together as the "Term"). Either party may terminate this Agreement or reduce the number of Licenses, effective only upon the expiration of the then current Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), SIGNERA will make available to you a file of the Customer Data within 30 days of termination if you so request within five (5) business days from the time of termination. You agree and acknowledge that SIGNERA has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

### **12. Termination for Cause**

Any breach of your undisputed payment obligations or unauthorized use of the SIGNERA Technology or Service will be deemed a material breach of this Agreement. SIGNERA, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement and you have failed to cure such alleged breach within ten (10) days (or, if the alleged breach may not reasonably be cured within ten (10) days, then for a reasonable period not exceeding thirty (30) days) after written notice specifying with sufficient detail the nature of the perceived breach. In addition, SIGNERA may terminate a free account at any time in its sole discretion. You agree and acknowledge that SIGNERA has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay any undisputed outstanding fees, and such breach has not been cured within the applicable period set forth above.

### **13. Representations & Warranties**

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. SIGNERA represents that it will make commercially reasonable efforts to provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

### **14. Indemnification**

You shall indemnify and hold SIGNERA, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that SIGNERA (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release SIGNERA of all liability and such settlement does not affect SIGNERA's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

### **15. Disclaimer of Warranties**

SIGNERA AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. SIGNERA AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SIGNERA AND ITS LICENSORS.

### **16. Internet Delays**

SIGNERA'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SIGNERA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY



FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## 17. Limitation of Liability

IN NO EVENT SHALL SIGNERA'S OR ITS LICENSORS' LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 18. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

## 19. Local Laws and Export Control

The Service uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. You acknowledge and agree that neither you nor any User shall transfer, transport or otherwise export or re-export any element of the Service, including without limitation any of the underlying information, software, or technology to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of, an Embargoed Country or Designated National. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15C.F.R.Parts 730-774.

SIGNERA and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the

Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government.

## 20. Notice

SIGNERA may give notice for issues and matters that affect all of its customers by means of a general notice on the Service. For notices specific to you, SIGNERA will give notice by (i) electronic mail to your e-mail address on record in SIGNERA's account information, or (ii) written communication sent by pre-paid first class mail or nationally recognized overnight delivery service to your address on record in SIGNERA's account information. Such notice shall be deemed to have been given upon the expiration of 12 hours after sending (if sent by email); 48 hours after mailing (if sent by first class mail) or 24 hours (if sent by overnight delivery service). You may give notice to SIGNERA (such notice shall be deemed given when received by SIGNERA) at any time by any of the following: letter sent by confirmed facsimile to SIGNERA at the following fax number: (301) 7814-2962; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to SIGNERA at the following addresses: SIGNERA, inc., 20140 Scholar Drive, Suite 313, Hagerstown, MD 21742; addressed to the attention of: Chief Financial Officer.

## 21. Modification to Terms

This Agreement may only be modified in a writing signed by SIGNERA and you.

## 22. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of SIGNERA but may be assigned without your consent by SIGNERA to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of SIGNERA directly or indirectly owning or controlling 50% or more of you shall entitle SIGNERA to terminate this Agreement for cause immediately upon written notice.

## 23. General

This Agreement shall be governed by Maryland law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Maryland. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and SIGNERA as a result of this agreement or use of the Service. The failure of SIGNERA to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by SIGNERA in writing. This Agreement, together with any applicable Sales Order, comprises the entire agreement between you and SIGNERA and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties



regarding the subject matter contained herein, including, without limitation, any quotes or proposals submitted to you by SIGNERA.

## 24. Definitions

As used in this Agreement and in any Sales Order now or hereafter associated herewith:

"Agreement" means this Subscription Agreement, any Sales Order now or hereafter associated with this Agreement, and SIGNERA's privacy and security policies posted at <http://www.signera.net>;

"Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service;

"Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"License" means the right granted in Section 1 herein by Signera to use the Signera software on one media player.

"License Administrator(s)" means those Users designated by you who are authorized to purchase Licenses by executing written Sales Order and to otherwise administer your use of the Service;

"Sales Order(s)" means the executed sales order form evidencing the initial subscription for the Service and any subsequent order forms submitted specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Sales Order to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Sales Order, the terms of this Agreement shall prevail);

"SIGNERA Technology" means all of SIGNERA's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by SIGNERA in providing the Service;

"Service(s)" means the SIGNERA online digital signage service identified during the ordering process, developed, operated, and maintained by SIGNERA, accessible via <http://www.SIGNERA.net> or another designated web site or IP address, or ancillary online or offline products and services provided to you by SIGNERA, to which you are being granted access under this Agreement, including the Signera Technology and the Content;

"User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use

the Service and have been supplied user identifications and passwords by you (or by SIGNERA at your request).