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1. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Perpetual License. Perpetual License Fees and first year Annual Maintenance and Support Fees are due in full upon receipt of invoice. The term of the Annual Maintenance and Support ("Support Term") will be for a period of one year commencing on the latter of the date of shipment, or the date of completion of installation services if so provided by Omnivex, of the Software to be supported and will automatically be renewed unless written notice of cancellation has been given by one party to the other party at least sixty (60) days before expiry of the current Support Term. You shall pay Annual Maintenance and Support fees, for each subsequent Support Term on the first day of that period. Omnivex reserves the right to change the Annual Maintenance and Support Fees upon ninety (90) days written notice prior to the expiry of the then current Support Term.

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

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

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

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

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

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

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

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

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