

## DISPLAY5 MASTER SOFTWARE LICENSE SALES AND SUPPORT AGREEMENT

This agreement which incorporates the Terms, an Order Form and/or SOW, the Display5 Professional Services Terms and the Schedule (together "Agreement") is made as of the Effective Date by and between 2488336 Ontario Limited. dba as Display5 ("DISPLAY5") and the customer entity identified in the Order Form (the "LICENSEE"). Each Party agrees that the following terms and conditions govern each Order Form and/or SOW that references this Agreement. For greater certainty, this Agreement may refer to an authorized reseller of Display5 ("RESELLER"), and such RESELLER shall not be a party to this Agreement.

### PREAMBLE:

WHEREAS, DISPLAY5 or an Affiliate of DISPLAY5 owns and distributes certain Software "Products" (as defined below); and

WHEREAS, LICENSEE desires to receive a license to use the Products listed in an Order Form, and wishes to procure such license from DISPLAY5 or RESELLER.

NOW THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, DISPLAY5 and LICENSEE hereby agree to the following terms and conditions (the "Terms"):

### 1. ARTICLE 1: DEFINITIONS

The following definitions shall apply to this Agreement and all schedules, exhibits and attachments to this Agreement:

- 1.1. "Access" and variants thereof mean to store data in, or retrieve data from, or otherwise approach or make use (directly or indirectly), through electronic means or otherwise, of the DISPLAY5 products.
- 1.2. "Affiliated Company" or "Affiliate" means a company that that is controlled by, controls or has common control with Display5 or a subsidiary of Display5. For the purposes of this article 1.2, "control" means the power to govern the affairs of a company, whether by ownership of shares, by contract or otherwise.
- 1.3. "Associate" means an employee of DISPLAY5 or an independent contractor hired by DISPLAY5.
- 1.4. "Authorized Person" means LICENSEE or employees of LICENSEE who agree to maintain the confidentiality of Confidential Information and individuals or organizations who are authorized by DISPLAY5 to receive Confidential Information and who agree to maintain the confidentiality of such Confidential Information.
- 1.5. "Confidential Information" means all information concerning this Agreement, Software, Products, and the business and technical plans of DISPLAY5, its Affiliated Companies or their respective RESELLERS which is disclosed by DISPLAY5 to LICENSEE or learned by LICENSEE.
- 1.6. "Contract Year" means a 12-month period commencing with the Effective Date or any anniversary of it.
- 1.7. "Delivery Date" means: for installation of Software on hardware owned by LICENSEE, "Delivery Date" means the date DISPLAY5 or RESELLER provides LICENSEE access to the Software by download.
- 1.8. "DISPLAY5 Professional Services" depending on the version of the currently deployed solution, DISPLAY5 Professional Services means the services to be provided by DISPLAY5, its Affiliated Companies, or their respective subcontractors) in relation to DISPLAY5's Products, such services may include: (a) database upgrades, (b) installation services, (c) deployment advisory services, (d) testing services, (e) content development services, (f) custom programming services. For greater certainty, DISPLAY5 Professional Services do not include any other services for which LICENSEE may directly contract with RESELLER and for which DISPLAY5 disclaims any obligation or liability.
- 1.9. "Documentation" means the Product user guides made available to LICENSEE.
- 1.10. "Effective Date" means either: i) if this Agreement is to be signed, the date the last party executes this Agreement; or ii) if this Agreement will not be signed and will be incorporated by reference under an Order Form or other applicable document, the date the last party executes such Order Form or other applicable document.
- 1.11. "Implement" and variants thereof (including, but not limited to, the terms "Implementation", "Implementing" and "Implemented") mean to

- load, install or otherwise make use of the Software.
- 1.12. **“Made Available”** means for downloaded Software, when LICENSEE has received written notification by e-mail or otherwise of the location with instructions to access the Software files.
  - 1.13. **“Maintenance Services”** means services concerning Software as provided by DISPLAY5, its Affiliated Companies or its RESELLER to LICENSEE for the fees detailed in the relevant Order Form.
  - 1.14. **“Major Enhancements”** means new releases of the Software, generally referred to as “point releases”.
  - 1.15. **“Major Release”** means the object or other code for a Software release containing significant new enhancements, features, and functionality and any corrections and updates to the associated documentation, generally made available by DISPLAY5 from time to time to its customers and indicated by a change in the digit to the left of the first decimal point (e.g., from version x.x.x to x.y.x or a change from version x.x.x to y.x.x).
  - 1.16. **“Minor Release”** means the object, or other code for a Software release containing error corrections or minor enhancements, and any corrections and updates to the associated documentation, generally made available by DISPLAY5 from time to time to its customers and indicated by a change in the digit to the right of the second decimal point (e.g., from version x.x.x to x.x.y).
  - 1.17. **“Order Form”** means an order form attached to or referencing this Agreement.
  - 1.18. **“Product”** means one or more of DISPLAY5’s proprietary products listed in an Order Form including but not limited to the Software.
  - 1.19. **“Schedule”** means the DISPLAY5s’ Support and Maintenance Service Schedule as set out below in this Agreement.
  - 1.20. **“Services”** means services as requested by LICENSEE and detailed in an Order Form, Statement of Work or another document between DISPLAY5 and LICENSEE. For greater certainty, Services do not include any other services for which LICENSEE may directly contract with RESELLER and for which DISPLAY5 disclaims any obligation or liability, notwithstanding that DISPLAY5 may engage RESELLER to perform Services.
  - 1.21. **“Software”** means the object, or other code for the Software applications listed in an Order Form to be provided by DISPLAY5 to LICENSEE hereunder, including Minor Releases and Major Releases and any derivative works thereof.
  - 1.22. **“Statement of Work”** or **“SOW”** means a statement of work setting out the scope of Services to be performed by DISPLAY5 or its Affiliates, or their respective subcontractors, pursuant to an Order Form or other document.
  - 1.23. **“Term”** means a period of time commencing on the Effective Date and continuing until this Agreement is terminated or canceled under article 5.
  - 1.24. **“Third Party Technology”** means third party software, hardware, peripherals, components, devices, equipment and technology used in connection with or related to Products.
  - 1.25. **“Unauthorized Access”** means any access to Software except for the exclusive purpose of this Agreement and training employees of LICENSEE in the use of Software.
  - 1.26. **“Unauthorized User”** means any individual who accesses Software except for: (1) employees of LICENSEE authorized by LICENSEE to access Software who agree to maintain the confidentiality of Confidential Information and (2) persons authorized by DISPLAY5 to access Software.
  - 1.27. **“Warranty Term”** means a period of time commencing on the Delivery Date and ending on the date which is ninety (90) days thereafter for Software and one year thereafter for Hardware.
2. ARTICLE 2: SOFTWARE PRODUCTS AND MAINTENANCE SERVICES
    - 2.1. Grant of License: DISPLAY5 hereby grants to LICENSEE a non-exclusive and non-transferable license to use Software and the Documentation for the Term, without the right to grant sub-licenses and subject to the terms of this Agreement. The Term for each Software Product is stated in the relevant Order Form. The Order Form may specify a perpetual Term; for more information, see article 5.4.
    - 2.2. Use Restrictions: LICENSEE shall prevent Unauthorized Users from accessing Software. LICENSEE shall prevent Unauthorized Access to Software. LICENSEE shall promptly inform DISPLAY5 of any and all Unauthorized Access (or suspected Unauthorized Access) and Unauthorized Users (or suspected Unauthorized

- Users) of which LICENSEE has knowledge or suspicion. LICENSEE shall not access the Software using third party products for the purposes of manipulating, viewing, disclosing or using the internal structure of Software or for creating a database, data dictionary or data model, and such access shall be deemed Unauthorized Access, except (1) with the knowledge and written consent of a DISPLAY5 authorized technical representative, (2) within the terms of the documentation for LICENSEE's use of the Software, or (3) as otherwise permitted by applicable law. Furthermore, LICENSEE agrees not to, during the course of its use of the Software, upload, store, distribute, transmit any material in its use of the Software which is: i) unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; ii) facilitates illegal activity; iii) depicts sexually explicit images; iv) promotes unlawful violence; v) is discriminatory based on race, gender, color, sexual orientation, disability, or any other prohibited basis; or vi) (vi) causes damage or injury to any person or property.
- 2.3. Laws and Regulations: LICENSEE shall comply with all applicable laws and regulations of the country, province, state, municipality or other jurisdiction in which LICENSEE is located or the Software is used, and any other country, province, state, municipality or other jurisdiction having jurisdiction over this Agreement.
  - 2.4. End Use: LICENSEE hereby represents and warrants that it shall only use the Software for its own use and not for rental, leasing, resale, sublicensing, distribution, outsourcing, or offering service bureau services or software as a service, purposes.
  - 2.5. Maintenance Services: Subject to the terms and conditions of the Schedule, and if the parties enter into an Order Form for the provision of Support Services (as defined in the Schedule), DISPLAY5 will provide (or will engage RESELLER to provide) technical assistance, software maintenance and support services (collectively "Support Services" as more particularly described in section I of the Schedule) to LICENSEE in accordance with the terms stated in the Schedule, for Software licensed by LICENSEE.
  - 2.6. In consideration for LICENSEE paying the annual support and maintenance fee (as set out in the Order Form and DISPLAY5 shall collect or cause its RESELLER to collect such fee), DISPLAY5 shall provide the Support Services (either directly or through RESELLER) for the time period stated in the order confirmation, delivery note or invoice that LICENSEE receives from DISPLAY5 or RESELLER, in respect of the Software and the products set out in the Order Form.
  - 2.7. Unless otherwise stated in the Order Form or invoice, and subject to article 5 of the Agreement (Termination), the term of the Schedule is for 12 months from the Effective Date ("Initial Term") and will renew automatically for periods of 12 months (each an "Additional Term") unless terminated by either party by giving not less than 90 days prior written notice to terminate the Schedule at the end of the relevant Additional Term.
  - 2.8. Unless otherwise agreed by the parties in writing, LICENSEE shall make payment of the annual support and maintenance fee for any Additional Term, at least 30 days before the commencement of such Additional Term.
  - 2.9. LICENSEE acknowledges and agrees that DISPLAY5 shall have no obligation to provide Maintenance Services if the parties do not enter into an Order Form for the provision of such Maintenance Services in accordance with the terms of the Schedule, and/or the provision of the Maintenance Services is terminated in accordance with article 2.8 of this Agreement. Following the expiration or termination of any Maintenance Services under any Order Form, DISPLAY5 will cease to provide such Maintenance Services. Should LICENSEE then wish to repurchase Maintenance Services after the expiration or termination (as applicable) of their purchase of Maintenance Services then LICENSEE must pay: i) the then current fees for Maintenance Services as set out in an Order Form which will be provided to LICENSEE; and ii) all fees that would have been due for Maintenance Services from the date of expiration or termination of the original purchase of Maintenance Services made by LICENSEE up to and including the date of the new purchase of Maintenance Services.
  - 2.10. In the event of any conflict or inconsistency between the provisions in the main body of the Schedule and the provisions of Appendix A to the Schedule, the provisions in the main body of the Schedule shall prevail.
  - 2.11. Feedback: DISPLAY5 encourages LICENSEE to provide suggestions, proposals, ideas, recommendations, or other feedback regarding

improvements to the Products, Services and related resources ("Feedback"). To the extent LICENSEE provides Feedback, LICENSEE grants to DISPLAY5 a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the Products) without restriction; provided that such Feedback does not identify LICENSEE, its Affiliates, or Users, or include any personal data without LICENSEE's prior written consent.

2.12. Use of Aggregate Data. LICENSEE agrees that DISPLAY5 may collect, use, and disclose quantitative data derived from the use of DISPLAY5 Products for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and anonymized and will not identify LICENSEE, its Users, any personal data, or any third parties utilizing the Products.

### 3. ARTICLE 3: DELIVERY AND TRANSFER OF RISK OF LOSS

#### 3.1. Delivery of Software:

(a) Software for installation on hardware owned by LICENSEE – DISPLAY5 shall provide the Software to LICENSEE in electronic form for installation on LICENSEE's computer systems. LICENSEE shall acquire and maintain its computer systems in good working order and in compliance with DISPLAY5's technical requirements. DISPLAY5 shall make the Software available on a secure, password protected, web site for LICENSEE to access and download. Subject to LICENSEE complying with its payment obligations under the terms of a support and upgrade Order Form, DISPLAY5 will provide Minor Releases and Major Releases of the Software to LICENSEE.

(b) Hosted Service – DISPLAY5 shall provide the Software to LICENSEE as a service accessible via a secure, password-protected, website. DISPLAY5, or its designated hosting partner, shall be responsible for all hardware, software and system maintenance in respect of the hosted service. Subject to LICENSEE complying with its payment obligations under the terms of a Support and Upgrade Order Form, DISPLAY5 will

provide Minor Releases and Major Releases of the Software to LICENSEE.

### 4. ARTICLE 4: PAYMENT

4.1. Price and Invoicing: Except as expressly set forth in the applicable Order Form or SOW, LICENSEE shall pay the amounts listed on the applicable Order Form or SOW pursuant to the terms of the applicable invoice and shall pay all invoices within 30 days of the date of invoice.

4.2. Costs: LICENSEE shall pay all third-party costs incurred by DISPLAY5, or through its RESELLER, in performing this Agreement. Such costs shall include (without limitation) freight and related insurance fees.

4.3. Taxes: LICENSEE shall pay any and all taxes attributable to this Agreement, to the transactions contemplated hereunder, and to the transactions performed by LICENSEE or third parties using the Products, including, without limitation, any applicable value-added sales or use taxes. Notwithstanding the foregoing, LICENSEE shall not be responsible for paying any income taxes assessed against DISPLAY5 or its RESELLER. If LICENSEE is required by applicable law to make any tax deduction or withholding in relation to any payment pursuant to this Agreement, it shall do all things in its power which may be necessary to enable or assist DISPLAY5 or its RESELLER to claim exemption from the deduction or withholding or (if this is not possible) a credit under any applicable double taxation or similar agreement or treaty from time to time in force, and shall, on reasonable notice, give DISPLAY5, or its RESELLER, proper evidence as to the deduction or withholding and payment over of the tax deducted or withheld.

4.4. Late Fee: Any amount which is not paid when due may, at DISPLAY5's option, be increased by a late charges equal to the amount that is lesser than: i) 1% of such unpaid amount for each month (or portion thereof) in which such amount is due and not paid; or ii) the maximum rate allowed by applicable laws or regulations.

4.5. Charges for Services: Unless otherwise stated on the Order Form, Services shall be performed by DISPLAY5 on a fixed fee or time and materials basis at standard DISPLAY5's rates prevailing at the time such Services are rendered, as notified to LICENSEE from time to time.

4.6. Purchase Orders: If LICENSEE issues a purchase order in addition to signing an Order

Form, then it shall be responsible for the full amount set forth in the applicable Order Form or SOW, and DISPLAY5 hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by LICENSEE, and conditions assent solely based on the terms and conditions of this Agreement. Upon request, DISPLAY5 shall reference, or cause its RESELLER to reference, the purchase order number on its invoices, provided, however, that LICENSEE acknowledges that it is LICENSEE's responsibility to provide the corresponding purchase order information (including a purchase order number) to DISPLAY5 upon the signing of any Order Form. LICENSEE agrees that a failure to provide DISPLAY5 with the corresponding purchase order shall not relieve LICENSEE of its obligations to provide payment to DISPLAY5, or its RESELLER.

## 5. ARTICLE 5: TERMINATION

5.1. Termination Limitations: This Agreement may only be terminated or canceled as provided under this article 5.

### 5.2. Term and Termination:

- (a) Subject to article 5.2(d), this Agreement shall, unless otherwise terminated in accordance with the terms of this Agreement, continue in force for as long as there is an Order Form or SOW existing between DISPLAY5, its Affiliated Companies or its RESELLER and LICENSEE which incorporates this Agreement.
- (b) DISPLAY5 may terminate this Agreement if LICENSEE fails to make any payment to DISPLAY5 or its RESELLER within thirty (30) days after receiving written notice from DISPLAY5 that such payment is delinquent; or
- (c) Either party may terminate this Agreement, or the Agreement so far as it relates to Maintenance Services, immediately on written notice if the other party (the "**Defaulting Party**"):
  - (i) becomes insolvent (i.e. becomes unable to pay its debts in the ordinary course of business as they come due);
  - (ii) makes an assignment of this Agreement for the benefit of its creditors

- (iii) a notice of intention to appoint an administrator is filed with the court or served on any creditor or an application for an administration order is issued at court in respect of the Defaulting Party;
- (iv) a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the Defaulting Party, or any creditor takes possession of, or any lien, execution or other process is levied or enforced upon, the assets of the Defaulting Party;
- (v) a winding up petition is presented or any decision is made to convene a meeting to pass a resolution for the winding up of the Defaulting Party; or
- (vi) any event analogous to the foregoing subclauses of this article 5.2 (c) occurs in any jurisdiction.

(d) Subject to articles 5.2(b), 5.2(c) and 5.2(d), the provision of Maintenance Services under the Schedule shall continue until such time as is specified in the Schedule or the relevant Order Form, provided always that LICENSEE complies with its payment obligations under the Schedule (and any Order Form or order confirmation relating thereto).

5.3. Cancellation for Cause: If either party commits a material breach of its obligations under this Agreement:

- (a) if the breach is not remediable, the non-breaching party may cancel this Agreement immediately by sending a notice containing full particulars of the material breach to the breaching party; or
- (b) if the breach is capable of remedy, the non-breaching party may send a notice containing full particulars of the material breach to the breaching party, and the breaching party shall have thirty (30) days from the date of such notice to cure such breach. If the material breach is not cured within the required thirty (30) day period, the non-breaching party shall have the right to cancel this Agreement as of the thirty-first day after the date of the aforementioned notice.

5.4. Effect of Termination: Upon termination or cancellation of this Agreement, unless the Order

Form specifies that the Software is licensed on a perpetual basis, LICENSEE shall promptly and securely remove (at LICENSEE's expense) all Software, Products, Documentation and all other materials provided to LICENSEE by DISPLAY5 or its RESELLER, hereunder, and shall provide DISPLAY5 with a certificate of compliance with this article 5.4 signed by an authorized representative of LICENSEE. Only if the Order Form so specifies shall LICENSEE be entitled to retain the then current version of Software and Documentation as then licensed under a perpetual license.

## 6. ARTICLE 6: WARRANTY AND LIABILITY

- 6.1. Software Warranty: DISPLAY5 hereby represents and warrants to LICENSEE that (i) the Software, when delivered, and for the Warranty, will perform in all material respects in accordance with DISPLAY5's then current specifications or Documentation, (ii) that DISPLAY5 will use reasonable efforts, in accordance with standard software industry practice, to ensure that the Software, when delivered to LICENSEE, shall not contain a computer "virus" or other contaminant, including codes or instructions intended to delete, damage or disable LICENSEE's computer system, and (iii) that in providing the Software and in performing services hereunder, DISPLAY5 shall comply with applicable laws. DISPLAY5's sole obligation under the limited warranties set forth in subsections (i) and (ii) of this article is to use reasonable efforts to correct or replace any nonconforming Software once DISPLAY5 has been made aware of such non-conformance in accordance with the Maintenance Services provisions hereof.
- 6.2. Service Warranty: Any Services provided by DISPLAY5 pursuant to this Agreement shall be performed on a reasonable efforts basis in a timely and professional manner, shall conform to the standards generally observed in the industry for similar Services and shall be subject to this article 6. For any breach of this Service Warranty, LICENSEE's sole and exclusive remedy, and DISPLAY5's entire liability, shall be the re-performance of the nonconforming Services. LICENSEE shall provide written notice of the breach to DISPLAY5 as soon as reasonably practicable after the breach comes to the attention of LICENSEE.
- 6.3. Disclaimer: THE WARRANTIES SET FORTH IN ARTICLES 6.1 AND 6.2 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR

IMPLIED, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DISPLAY5 HEREBY DISCLAIMS AND LICENSEE HEREBY WAIVES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY.

- 6.4. Express Warranties: LICENSEE hereby acknowledges and agrees that DISPLAY5 and its Affiliated Companies, either directly or through its RESELLER (and for greater certainty including its or their officers, employees, agents, directors, independent contractors, affiliates, distributors and successors) has not made or granted any warranties concerning, the Services or the Software except as expressly set forth in this article 6.
- 6.5. Indemnification:
  - (a) Third Party Claims: If a final judgment of a court having jurisdiction is entered against LICENSEE upholding claims that Software violates a patent, copyright, trade secret or other proprietary rights of a third party enforceable in Canada, the United States or the United Kingdom, provided that LICENSEE (1) gives DISPLAY5 prompt written notice upon LICENSEE's knowledge of any such claim, (2) permits DISPLAY5 to answer and defend (at DISPLAY5's option) such claim or action, (3) provides DISPLAY5 with information, assistance and authority to assist DISPLAY5 in the defense of such claim or action, and (4) does not prejudice DISPLAY5's defence of the claim, including without limitation by making an admission of liability without DISPLAY5's prior written consent. DISPLAY5 shall perform one or more of the following actions (as determined by DISPLAY5) within 120 days of the date final judgment in favor of such third party's claim is rendered:
    - (i) Replacement: Replace the Software with a non-infringing Software product of substantially equivalent functional and performance capability;
    - (ii) Modification: Modify the Software to avoid the infringement without substantially eliminating the functional

and performance capabilities of Software;

- (iii) Obtain Agreement: Obtain a license for use of the Software from the third-party claiming infringement for use of the Software;
  - (iv) Termination: Terminate the Agreement, where none of the above actions is reasonably available to DISPLAY5.
- (b) In relation to the indemnity in article 6.5(a), DISPLAY5 shall have the right to participate or assume the defense (as determined by DISPLAY5), and LICENSEE shall permit and authorize DISPLAY5 to participate in or assume the defense, of any such claim or action through DISPLAY5's legal counsel. The foregoing remedy does not apply and DISPLAY5 shall have no obligation in connection with or relating to any third party infringement claim in connection with or related to:
- (i) LICENSEE's modification of Software;
  - (ii) LICENSEE's failure to use Software in accordance with the Documentation in effect;
  - (iii) LICENSEE's failure to use the most current release or version of Software;
  - (iv) LICENSEE's combination, interface, operation or use of Software with Third Party Technology not specifically authorized by DISPLAY5 in writing; or
  - (v) DISPLAY5 compliance with designs, instructions, or specifications required by LICENSEE.

The remedies set forth herein are the sole and exclusive remedies of LICENSEE under this Agreement for any and all claims of indemnification relating to infringement. DISPLAY5's obligations set forth in this article shall not apply to Third Party Technology.

6.6. Limitation of Damages:

- (i) Save in respect of article 6.7 or LICENSEE's infringement of DISPLAY5's intellectual property rights, each of DISPLAY5 and LICENSEE shall not be liable to the other in connection with or relating to this Agreement (including under any indemnity), the Products, or any transactions involving the Products for any: (a) indirect or special losses or damages; (b) lost profits (whether direct or

indirect); (c) consequential losses; (d) exemplary losses; (e) incidental losses or damages; (f) loss of or damage to goodwill or reputation (whether direct or indirect); (g) loss of data or use of data; (h) punitive damages; (i) loss of data; (j) loss of business (whether direct or indirect), regardless of the form of action, whether in contract or in tort (including breach of warranty, negligence or under any indemnity), regardless of whether the other party has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

- (ii) Notwithstanding anything herein to the contrary and save in respect of: i) each party's liability under articles 6.5 and 6.7 respectively; ii) LICENSEE's infringement of DISPLAY5's intellectual property rights, and iii) LICENSEE's obligation to pay all undisputed amounts under Order Forms, the liability of each party in any Contract Year for any reason and for any cause of action whatsoever in connection with or relating to this Agreement, the Products and any transactions involving the Products shall be limited to the fees paid or payable (assuming the Agreement is not terminated, whether or not it is actually terminated) for the use of the Products during the then current Contract Year.

6.7. LICENSEE Indemnification: LICENSEE shall release, defend, indemnify and hold harmless DISPLAY5, its Affiliated Companies and if applicable its RESELLER, (including its and their respective officers, directors, employees, affiliates, independent contractors, distributors, agents and successors) against any expense, loss, cost or liability (including, without limitation, interest, penalties, attorney fees and paralegal fees) arising from any and all claims, demands, damages or actions resulting from or related to (a) LICENSEE's negligence; (b) any breach by LICENSEE of the obligations of LICENSEE set out in this Agreement (including, but not limited to, article 2.2); or (c) investigation or defense of any of the above or in asserting DISPLAY5's rights hereunder.

6.8. Cooperation: LICENSEE shall cooperate with DISPLAY5 by providing DISPLAY5 with information concerning Software or Hardware as may be requested by DISPLAY5 from time to time and by providing DISPLAY5 with access to

the personnel, facilities, computers, computer Software and data of LICENSEE.

- 6.9. Exclusion: For greater certainty, DISPLAY5 disclaims any obligation or liability to LICENSEE for any of RESELLER's conduct or RESELLER'S affiliate's conduct in relation to this Agreement unless such conduct was expressly delegated to RESELLER by DISPLAY5 in writing.

## 7. ARTICLE 7: INTELLECTUAL PROPERTY

- 7.1. Ownership and Title: Title to Products and Software, including all ownership rights to patents, copyrights, trademarks and trade secrets therein or in connection therewith, shall be the exclusive property of DISPLAY5.

- 7.2. Confidential Information: LICENSEE shall maintain the Confidential Information in strict confidence. LICENSEE shall not disclose Confidential Information except to Authorized Persons. LICENSEE shall not access, duplicate or use the Confidential Information except as otherwise permitted under this Agreement.

- 7.3. Trade Secrets: LICENSEE hereby acknowledges and agrees that the Confidential Information:

(a) derives independent economic value (actual or potential) from not being generally known to, or readily ascertainable by, other persons who can obtain economic value from its disclosure or use;

(b) is the subject of reasonable efforts by DISPLAY5, or its RESELLER, under the circumstances to maintain its secrecy; and

(c) is a trade secret.

- 7.4. Reverse Engineering: LICENSEE shall not reverse engineer Software and shall not allow Software to be reverse engineered. If this provision is prohibited by applicable law that is actually applicable to LICENSEE, LICENSEE shall not reverse engineer Software or allow reverse engineering to be done unless it has first provided thirty (30) days' written notice to Display5, and the provision shall be replaced with a provision that maximally restricts such reverse engineering as permitted under applicable law.

- 7.5. Copies: LICENSEE may create copies of the Software for routine archival or backup purposes only. LICENSEE shall not copy Software and shall not allow the Software to be copied without the prior written consent of DISPLAY5.

- 7.6. Modifications: LICENSEE shall not modify the Software and shall not allow the Software to be modified without the prior written consent of DISPLAY5. LICENSEE shall not use the Software or any materials incidental thereto to develop modifications of the Software without the prior written consent of DISPLAY5 in its sole discretion. If DISPLAY5 consents to LICENSEE modifying the Software, such modifications shall be the sole and exclusive property of DISPLAY5 and DISPLAY5 shall own any and all rights, title and interests to such modifications and any resulting computer software, including (without limitation) any and all copyrights, patents and trade secrets therein or in connection therewith. LICENSEE hereby irrevocably assigns (and will be deemed to have so assigned upon it arising in the future, by way of this written instrument) to Display5 all intellectual property rights that subsist in any modifications made to the Software pursuant to this article 7.6, and waives all moral rights in connection therewith.

## 7.7. U.S. Government Restricted Rights:

- (a) *Commercial Items*. The Software is a "Commercial Item", as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to this Agreement. Unpublished rights are reserved under the copyright laws of the United States by Display5, 16 Forestview Trail, Stouffville, ONT L4A 2L4, Canada.

- (b) U.S. Government Licensing of DISPLAY5 Technology. LICENSEE agrees that when licensing DISPLAY5 Software for acquisition by the U.S. Government, or any contractor therefore, LICENSEE will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users,



DISPLAY5 agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60 - 60, 60-250, and 60-741. The affirmative action clause and regulations referenced in the preceding sentence shall be incorporated by reference in this Agreement.

(c) Other Governmental Licensing. LICENSEE agrees that if it is a government entity other than as set out above, it is licensing Software under the terms of this Agreement and obtains no other rights.

7.8. Proprietary Notices: LICENSEE shall not remove, alter or obscure any copyright notices or other proprietary legends displayed by or used by DISPLAY5 in connection with or related to Software.

7.9. All Rights Reserved. Except as expressly licensed hereunder, all rights to DISPLAY5 intellectual property, including the Software, Products and Documentation, are reserved and nothing herein transfers any right, title or interest therein to LICENSEE or any other person.

7.10. Trademarks: DISPLAY5 trademarks, trade dress, logos, trade names or insignia (“DISPLAY5 Marks”), including (without limitation) Software, are owned exclusively by DISPLAY5. DISPLAY5 shall retain all rights, title and ownership interests in DISPLAY5 Marks.

7.11. Continuation: The terms and conditions of this article 7, together with all other provisions that, by their nature, are intended to so survive, shall survive termination and cancellation of this Agreement.

## 8. ARTICLE 8: MISCELLANEOUS

8.1. Assignments; Merger or Acquisition of Licensee: LICENSEE may not assign, transfer, rent or re-license or otherwise transfer any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of DISPLAY5. For the purposes of this Agreement, “assignment” shall include:

(a) use of the Software for the benefit of any party to a merger, acquisition and/or other

consolidation by, with or of LICENSEE, including any new or surviving entity that results from such merger, acquisition and/or other consolidation; and

(b) use to provide outsourcing, service bureau, hosting services or training to third parties.

8.2. Public Announcement: All public announcements of the relationship of DISPLAY5, or its RESELLER, and LICENSEE under this Agreement shall require the prior written approval of DISPLAY5, or its RESELLER, and LICENSEE. Notwithstanding the foregoing, LICENSEE acknowledges that DISPLAY5 and its RESELLER, may use LICENSEE’s name and logo for the purpose of: i) identifying LICENSEE as a customer of DISPLAY5 or its RESELLER (or both); and ii) as part of DISPLAY5’s and its RESELLER’s marketing efforts (including without limitation, reference calls, press testimonials, use case examples and customer convention participation).

8.3. Entire Agreement and Non-reliance: This Agreement and any Order Forms, and any other attachment or exhibit to this Agreement contain the entire understanding of the parties and supersede:

(a) previous verbal and written agreements between the parties; and

(b) LICENSEE’s order confirmation or other purchasing related document concerning the Products; and all conflicting terms of such verbal statement or document shall be of no force or effect.

In the event of a conflict between the terms of the Terms and the terms of an Order Form, Statement of Work, Schedule, attachment or exhibit to this Agreement, the terms of such Order Form, Statement of Work, Schedule, attachment or exhibit shall prevail. Each party agrees that it has not entered into this Agreement (or any agreement or document entered into pursuant to this Agreement) in reliance upon any statement, representation, covenant, warranty, undertaking or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) except as expressly set out in this Agreement. Nothing in this provision shall exclude any liability on the part of either party for fraud or fraudulent misrepresentation.

8.4. Amendments and Modifications: Alterations, modifications or amendments of a provision of

this Agreement shall not be binding unless such alteration, modification or amendment is in writing and signed by DISPLAY5 and LICENSEE.

- 8.5. Severability: If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect. This shall not apply if it would be unreasonable for one of the parties to continue to be obligated under the terms of this Agreement.
- 8.6. Captions; Language: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, article, paragraph, or provision thereof. Inclusive or exemplary language like “including” or “such as”, whether or not followed by “but not limited to”, “without limitation” or similar phrases, will not be limiting but instead will be deemed as read with such similar phrases unless the context expressly requires otherwise. The word “or” does not imply an exclusive relationship between the matters being connected.
- 8.7. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 8.8. Governing Law: This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims) are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein without reference to its conflict of laws principles. Both parties waive their right to a jury trial. In the event of litigation arising out of this Agreement, each party shall pay its own costs and expenses of litigation, without prejudice to applicable laws governing recovery of the costs of litigation. Venue for any proceeding arising from or related to this Agreement or the transactions contemplated shall be in the courts of the Province of Ontario, Canada and the parties hereby consent to the exclusive personal jurisdiction of such courts without reference to conflicts of law principles. LICENSEE irrevocably waives any objection to the jurisdiction of, or venue in, these courts and agrees that the acceptance of DISPLAY5’s Products or Services under this Agreement constitutes doing business in Province of Ontario. The United Nations Convention for the

International Sale of Goods shall not apply to this Agreement, its execution, delivery or performance.

- 8.9. Notices: Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using either: (a) e-mail; (b) certified or registered mail; or (c) an internationally recognized overnight courier, to the appropriate party at the address set forth on the Order Form, with a copy, in the case of notices to DISPLAY5 as sent via email. Each party hereto expressly consents to service of process by registered mail. Either party may change its address for receipt of notice by notice to the other party through a notice provided in accordance with this article 8.9. Notices are deemed given seven (7) business days following the date of mailing or one (1) business day following delivery to an internationally-recognized overnight courier for overnight delivery to the address set out above, but by other methods will be deemed delivered upon proof of receipt (including by electronic confirmation of delivery).
- 8.10. Waiver: Any waiver of a provision of this Agreement by DISPLAY5 shall not be binding unless such waiver is in writing and signed by an officer of DISPLAY5. Waiver by DISPLAY5 of any breach of this Agreement shall not constitute waiver of any other breach. Any failure by DISPLAY5 to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision.
- 8.11. Relationship of the Parties: It is agreed that the relationship of DISPLAY5 and LICENSEE is primarily that of licensor and licensee or seller and buyer respectively. Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.
- 8.12. Litigation Expense: In the event of litigation arising out of this Agreement, each party shall pay its own costs and expenses of litigation, without prejudice to applicable laws governing recovery of the costs of litigation.
- 8.13. Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy. Either party shall have the right of specific performance, injunction or other equitable remedy in the event of a breach or

- threatened breach of this agreement by the other party.
- 8.14. Import and Export Compliance: In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations. For clarity, LICENSEE is solely responsible for compliance related to the manner in which LICENSEE chooses to use the Products, including the transfer and processing of LICENSEE's content or data and the provision of LICENSEE's content or data to any third party.
- 8.15. Compliance with Anti-foreign corruption Laws: LICENSEE represents and warrants that it is aware of and familiar with the applicable laws and regulations relating to anti-foreign corruption, and will take no action and make no payment in violation of, or which might cause, LICENSEE or DISPLAY5 to be in violation of, such laws and regulations. LICENSEE further represents and warrants that no person employed by it in connection with the performance of its obligations under this Agreement is an official of the government of any foreign country, or of any agency thereof and that no part of any moneys or consideration paid hereunder shall accrue for the benefit of any such official. Notwithstanding anything to the contrary, if LICENSEE takes any action that could constitute a violation of such laws and regulations, DISPLAY5 may immediately terminate this Agreement and/or any schedule issued hereunder. LICENSEE also certifies that LICENSEE has in the last year, and that LICENSEE will continue to, strictly comply with such laws and regulations.
- 8.16. Compliance with Anti-slavery and Human Trafficking Laws: In performing their obligations under this Agreement, each party shall: (a) comply with all applicable laws and regulations relating to anti-slavery and human trafficking; and (b) not engage in any activity, practice or conduct that would constitute an offence under such laws and regulations.
- 8.17. Compliance with Anti-bribery and Anti-corruption Laws: Each party shall: (a) comply with all applicable laws and regulations relating to anti-bribery and anti-corruption; (b) not engage in any activity, practice or conduct which would constitute an offence under such laws and regulations; (c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind, which it has received in connection with this Agreement; (d) within six (6) months of the date of this agreement, and annually thereafter, certify to the other party in writing signed by an officer of that party, compliance with this article 8.17 by that party; and (e) ensure that any person associated with that party who is performing services or otherwise receiving the benefit of services in connection with this agreement does so only on the basis of a written contract, which imposes on and secures from such person, terms equivalent to those imposed on each party under this article 8.17.
- 8.18. Provision of Services under the Schedule: The Schedule shall not apply to the extent that LICENSEE does not purchase any of the Services set out in the Schedule.
- 8.19. Force Majeure: Neither DISPLAY5 (directly or through its RESELLER) nor LICENSEE shall be liable for any failure to perform its obligations under this Agreement because of circumstances beyond its reasonable control, which circumstances include (without limitation) natural disaster; terrorism; riot; sabotage; labor disputes; war; acts or omissions of any government, governmental authority or third party; declarations of governments; transportation delays; power failure; computer failure; telecommunications failure; third party technology; or failure of a party to cooperate with the reasonable requests of the other party. In any event, DISPLAY5 (directly or through its RESELLER) shall not be liable for misuse of the Products or Software by LICENSEE or a third party.

## **Display5 Professional Services Terms**

DISPLAY5 agrees to perform the DISPLAY5 Professional Services as outlined in a Statement of Work ("SOW") for LICENSEE, on the terms set out in the SOW and as indicated below.

### **1. Services**

- 1.1. Other than as expressly set forth on a SOW, LICENSEE is not obligated to issue any additional orders for work by DISPLAY5 under the Order Form. Similarly, DISPLAY5 is not obligated to accept any additional orders for work. DISPLAY5 is not obligated to commence DISPLAY5 Professional Services under the SOW until the Order Form and SOW is signed and delivered by authorized representatives of both LICENSEE and DISPLAY5.
- 1.2. In the event LICENSEE requests changes in the DISPLAY5 Professional Services, DISPLAY5 shall evaluate each such request on a case by case basis and shall have no obligation with respect to such request unless and until agreed to by an authorized representative of DISPLAY5 in writing. Such agreement by DISPLAY5 may be conditioned, among other things, on revised pricing, schedules and availability of an Associate.
- 1.3. DISPLAY5 may retain RESELLER to perform one or more DISPLAY5 Professional Services under this Contract through its own written agreement; however, to the extent that LICENSEE and RESELLER contract for their own professional services, DISPLAY5 expressly disclaims any liability therefor or responsible thereof.

### **2. Licensee Obligations**

- 2.1. To facilitate provision of the DISPLAY5 Professional Services by DISPLAY5, LICENSEE will meet the obligations set forth in this paragraph. LICENSEE will reimburse DISPLAY5 for all costs incurred by DISPLAY5 as a result of LICENSEE's failure to meet such obligations. LICENSEE shall grant DISPLAY5 and its authorized representatives access, subject to LICENSEE's normal security restrictions, to all LICENSEE premises required for provision of the DISPLAY5 Professional Services, and will arrange permitted access to third-party premises for the purpose of DISPLAY5 performing the DISPLAY5 Professional Services required under the Agreement.
- 2.2. DISPLAY5 will comply with LICENSEE's reasonable rules and regulations for access. LICENSEE shall provide access to any standard tools and equipment, if available and required, to complete the DISPLAY5 Professional Services. DISPLAY5 agrees to notify LICENSEE of any restrictions to access or authorizations required to perform services under the Agreement. Any delays or return visits resulting from lack of access or authorization to perform DISPLAY5 Professional Services may, after appropriate prior notification to LICENSEE and at DISPLAY5's option, be billed at DISPLAY5's then-standard time and materials rate for the Services. LICENSEE shall provide necessary access to any equipment on LICENSEE premises necessary for the provision of the DISPLAY5 Professional Services. LICENSEE shall provide DISPLAY5's service representatives with access to electrical power, and other utilities.

### **3. Title to Work Product**

- 3.1. Except as the parties may have otherwise provided in the SOW, DISPLAY5 shall own all rights associated with the results of DISPLAY5 Professional Services hereunder ("Work Product"). LICENSEE shall have the right to use all such Work Product solely in connection with the Software, as set forth under the License Agreement.
- 3.2. LICENSEE hereby irrevocably assigns (and will be deemed to have assigned immediately upon it arising in the future by way of this written assignment) to DISPLAY5 all right, title and interest in and to all feedback, reports, designs, inventions, specifications and other materials developed under this Agreement regarding performance or improvement of the Software, and all modifications and derivative works of the Software developed under the Agreement, whether prepared by DISPLAY5 or any other person for or on behalf of DISPLAY5, or LICENSEE or any other person for or on behalf of LICENSEE during the course of or as a result of the Agreement. All such reports, designs, inventions, specifications and other materials shall be DISPLAY5's Confidential Information. LICENSEE waives all moral rights in connection with them.

### **4. Proprietary Technical Materials**

- 4.1. In connection with the DISPLAY5 Professional Services, DISPLAY5 may provide LICENSEE with access to documentation, maintenance manuals, and drawings relating to the Software or DISPLAY5 Professional Services (collectively, "Proprietary Technical Materials"). Any Proprietary Technical Materials that DISPLAY5

furnishes (itself or through its RESELLER) shall be in LICENSEE's possession pursuant only to a restrictive, nonexclusive and non-transferable license under which LICENSEE may use such Proprietary Technical Materials solely for the purpose of operating the Software and for no other purpose. All such Proprietary Technical Materials shall be DISPLAY5's Confidential Information.

5. LICENSEE may cancel specific DISPLAY5 Professional Services for Convenience subject to the following cancellation fees:

<b>Receipt of Cancellation Notice Fees</b>	<b>Payable to Display5 or it's Reseller</b>
30 days or longer before the agreed starting date of the DISPLAY5 Professional Services	No charge
Less than 30 days before the agreed starting date of the DISPLAY5 Professional Services	25% of the billing amount for all non-returnable materials and for all Associates for the full duration remaining, or until they can be reallocated, whichever amount is smaller
Less than 14 days before the agreed starting date of the DISPLAY5 Professional Services	50% of the billing amount for all non-returnable materials and for all Associates for the full duration remaining, or until they can be reallocated, whichever amount is smaller
Less than 7 days before the agreed starting date of the DISPLAY5 Professional Services	100% of the billing amount for all non-returnable materials and for all Associates for the full duration remaining, or until they can be reallocated, whichever amount is smaller

6. Non-solicitation - LICENSEE and DISPLAY5 acknowledge and agree that the employees, independent contractors and consultants of each party (including in the case of DISPLAY5, those of RESELLER) are a valuable asset to each party and are difficult to replace. Accordingly, LICENSEE and DISPLAY5 agree that during the term of this Agreement and for a period of twelve (12) months after the completion of the DISPLAY5 Professional Services, LICENSEE or DISPLAY5 will not directly or indirectly, solicit or entice away, or endeavor to solicit or entice away, any director or employee, independent contractor, or consultant to any employee, independent contractor or consultant of the other party involved in the provision or receipt of DISPLAY5 Professional Services hereunder, save that a party shall not be in breach of this article if any director, employee, independent contractor or consultant of the other party responds to a general advertisement, which is not directed towards such persons. Where DISPLAY5 has engaged RESELLER as part of the DISPLAY5 Professional Services, LICENSEE agrees that its restriction hereunder includes those persons as they relate to RESELLER, and that RESELLER is an intended third party beneficiary of this provision and may directly enforce it.
7. Charges and Payments - The fees for the DISPLAY5 Professional Services to be rendered by DISPLAY5 hereunder ("Fees") are set forth in an Order Form or SOW and shall be due and payable within fifteen (15) days of the invoice date. Payment shall be made by LICENSEE to DISPLAY5 (or at DISPLAY5's direction, its RESELLER), at the address DISPLAY5 designates on the invoice. All payments hereunder shall be in United States dollars unless otherwise stated in the SOW or Order Form. In addition to Fees, LICENSEE agrees to reimburse DISPLAY5 for its and its personnel's (including RESELLER, as the case may be) reasonable travel and other related out of pocket expenses (airfare, lodging, meals and ground transportation) actually incurred in connection with its provision of the DISPLAY5 Professional Services hereunder.

## Display5 Support and Maintenance Service Schedule

### 1. Support Services Overview:

- A. **“Support Services”**: DISPLAY5 will provide (or, in its sole discretion, may engage RESELLER to provide) reasonable technical assistance, Minor Releases, and Major Releases to LICENSEE for the Software, as set forth below and as otherwise agreed in the Agreement. DISPLAY5 shall perform or procure the performance of the following Support Services: (i) assistance related to basic questions on the operational use of the Software; (ii) assistance in troubleshooting suspected errors in the Software; and (iii) providing resolution of errors with the Software, which may include a validated workaround, for identified Software errors or malfunctions, where reasonably available to DISPLAY5. For the avoidance of doubt, DISPLAY5 shall have no obligation to conduct root cause analysis as part of the Support Services. LICENSEE will ensure that only their support contacts utilize DISPLAY5’s technical support (“Technical Support”) and that these persons are properly trained in the operation and usage of the Software. DISPLAY5 shall provide the contact details of Technical Support to LICENSEE from time to time (including, as appropriate, with RESELLER)
- B. DISPLAY5 shall provide the following Software enhancements to LICENSEE under this Schedule:
- (i) **Minor Enhancements**: DISPLAY5 will provide LICENSEE with access to download all Minor Enhancements at no additional cost to LICENSEE.
- (ii) **Major Enhancements**: DISPLAY5 will provide LICENSEE with access to download all Major Enhancements at no additional license charge. DISPLAY5 shall have no obligation to implement Major Enhancements for LICENSEE unless LICENSEE has purchased DISPLAY5 Professional Services, in respect of which additional fees apply.
- (i) and (ii) together are the **“Enhancements”**.
- C. **Support Levels**. DISPLAY5 offers three (3) levels of Support Services: Bronze, Silver and Gold, as more particularly described in the tables below. LICENSEE should select ONE table depending on the time zone where LICENSEE’s main employee population resides or where their company headquarters is located:

Level	Americas Support Hours	Americas P1 Support Hours	Number of Support Contacts
<b>Bronze</b>	6:00 AM - 5:00 PM PT Monday – Friday (excluding Display5 holidays published on the Support Portal)	Business hours P1 Support 6:00 AM - 5:00 PM PT, Monday - Friday (excluding Display5 holidays published on the Support Portal)	4
<b>Silver</b>	6:00 AM - 5:00 PM PT Monday – Friday (excluding Display5 holidays published on the Support Portal)	Business Days 24 / 5 P1 Support	5
<b>Gold</b>	6:00 AM - 5:00 PM PT Monday – Friday (excluding Display5 holidays published on the Support Portal)	24 / 7 P1 Support	6

Level	European Support Hours	European P1 Support Hours	Number of Support Contacts
-------	------------------------	---------------------------	----------------------------

<b>Bronze</b>	6:00 AM - 5:00 PM GMT, Monday – Friday (excluding Display5 holidays published on the Support Portal)	Business hours P1 Support 6:00 AM - 5:00 PM GMT, Monday - Friday (excluding Display5 holidays published on the Support Portal)	4
<b>Silver</b>	6:00 AM - 5:00 PM GMT, Monday – Friday (excluding Display5 holidays published on the Support Portal)	Business Days 24 / 5 P1 Support	5
<b>Gold</b>	6:00 AM - 5:00 PM GMT, Monday – Friday (excluding Display5 holidays published on the Support Portal)	24 / 7 P1 Support	6

<b>Level</b>	<b>APAC Support Hours</b>	<b>APAC P1 Support Hours</b>	<b>Number of Support Contacts</b>
<b>Bronze</b>	6:00 AM - 5:00 PM JST, Monday – Friday (excluding Display5 holidays published on the Support Portal)	Business hours P1 Support 6:00 AM - 5:00 PM JST, Monday - Friday (excluding Display5 holidays published on the Support Portal)	4
<b>Silver</b>	6:00 AM - 5:00 PM JST, Monday – Friday (excluding Display5 holidays published on the Support Portal)	Business Days 24 / 5 P1 Support	5
<b>Gold</b>	6:00 AM - 5:00 PM JST, Monday – Friday (excluding Display5 holidays published on the Support Portal)	24 / 7 P1 Support	6

**D. Response Times**

- (i) Severity Levels. Once the symptoms have been identified, Technical Support will assign the severity level to the ticket. Technical Support will adhere to the assigned severity definitions noted below to ensure consistent handling of issues. LICENSEE will be informed in each phase of the issue resolution process or when deemed necessary by Technical Support.

(ii) Definitions of Severity Levels.

Situation/Request Type	Severity Level
Minor problems.	P4
General usage questions.	
Issue that may have a workaround but still needs to be fixed.	P3
Partial, non-critical loss of functionality of the software.	
Impaired operations of some components, but users can continue using software.	
Initial installation milestones are at minimal risk.	
Issue that is causing problems with no workaround.	P2
Major functionality is severely impaired.	
Restricted operation can continue, but long-term productivity may be adversely affected.	
A major milestone is at risk. Ongoing and incremental installations are affected.	
System down and need immediate support.	P1
Production server/other mission critical system(s) are down and no workaround is available.	
All or substantial portion of mission critical data is at a significant risk of loss or corruption.	
LICENSEE has had a substantial loss of service.	
LICENSEE's business operations have been severely disrupted.	

- (iii) **Initial Response Target.** DISPLAY5 shall provide an initial response through one of three methods: an update to the electronic ticket, an update via email or an update via a telephone conversation. The initial response may be a request to gather additional information in order to replicate and further troubleshoot the reported issue. Technical Support will make commercially reasonable efforts to meet the target response times based on the support level and priority of the issue.
- (iv) **Status updates.** Technical Support will provide status updates within the electronic ticket, via email and or phone.
- (v) **Solution.** Technical Support will provide the solution for an issue in the form of a software release, patch or instruction/advice or workaround.

Severity Description	Initial Response Target	Initial Response Target	Initial Response Target	Initial Notification Methods	Status Updates	Solution
	Bronze	Silver	Gold			
P1 – production system down	4 hours	3 hours	2 hours	Telephone (Preferred for P1) Email / electronic ticket – <a href="mailto:support@display5.com">support@display5.com</a> Reseller Portal	Periodically throughout each day the issue persists	Resolution will be provided in form of work around or patch if required.



P2 – operation severely restricted (no known workaround)	2 days	8 hours	4 hours	Email / electronic ticket – <a href="mailto:support@display5.com">support@display5.com</a> Telephone Reseller Portal	Minimum 2 updates per week as applicable	Resolution will be provided in form of work around or patch if required.
P3 – product does not operate as designed, moderated impact (or workaround available)	3 days	2 days	8 hours	Email / electronic ticket – <a href="mailto:support@display5.com">support@display5.com</a> Telephone Reseller Portal	To be determined based upon the problem/ request	Resolution will be provided in form of work around or patch if required.
P4 – minor problem	4 days	3 days	2 days	Email / electronic ticket – <a href="mailto:support@display5.com">support@display5.com</a> Telephone Reseller Portal	To be determined based upon the problem/ request	Resolution will be provided in form of work around or patch if required.

## 2. Issue Reporting and Resolution

- A. **Scope of Issues:** This section provides a detailed definition of the scope of issues covered by Technical Support. Issues that arise outside of this scope can be addressed by DISPLAY5 Professional Services for an additional fee.
- B. **Issue Resolution:** Technical Support will make reasonable commercial efforts to correct and resolve issues that LICENSEE reports to Technical Support and which Technical Support is able to reproduce. LICENSEE will promptly provide Technical Support with all information requested by Technical Support to reproduce such issues. For each such issue, Technical Support will use reasonable commercial efforts to provide LICENSEE with a work-around, a software patch or, if Technical Support is unable to provide LICENSEE with either of the foregoing, a specific action plan for addressing the Issue.
- C. **Issue Reporting:** Issues reported to Technical Support should generally be within the following categories:
  - i. Application Failures: Behavior adversely affects the day-to-day operation of the Software.
  - ii. Application Errors: Errors encountered by users as a result of normal usage.
  - iii. Unexpected Results: Behavior is not what is expected, but there is no application error. Examples might include, a failed task, unexpected search results, inability to log in, or assets not ingesting.
  - iv. Documentation Guidance and Clarification: Answers to questions by way of referring users to product documentation or clarification related to documentation already referenced.
- D. **Notification:** To obtain issue resolution services, a Support Contact must notify Technical Support of any suspected issue and must provide Technical Support with reasonable detail of the nature of and circumstances surrounding the issue. Notification can be done via telephone (as provided by DISPLAY5 to LICENSEE from time to time).
- E. **Remote Diagnostics:** Technical Support may require remote access to determine and diagnose the existence and nature of the reported issue. LICENSEE hereby acknowledges and agrees that if such remote access support is unavailable, or access is not granted by LICENSEE, DISPLAY5 shall be severely limited in terms of the Support Services it is able to provide to LICENSEE and DISPLAY5’s obligations in this respect, including without limitation compliance with the service levels set out herein, shall be reduced accordingly.
- F. **Required Data:** Technical Support may require LICENSEE to provide various pieces of data and information in order to provide LICENSEE with Support Services (including without limitation copies of video files, database backup files, network captures, log files, software profiles and workflow files).

LICENSEE hereby acknowledges and agrees that if LICENSEE fails to provide access to all required data and information or it is otherwise unavailable, DISPLAY5 shall be severely limited in terms of the Support Services it is able to provide to LICENSEE and DISPLAY5's obligations in this respect, including without limitation the service levels set out herein, shall be reduced accordingly. DISPLAY5 may at its own discretion close any open support requests if a LICENSEE refuses or fails to provide the required data needed to resolve LICENSEE's issue.

- G. **Escalation Procedures:** The Technical Support escalation procedures raise the visibility and attention to LICENSEE's problem within DISPLAY5. In general, if LICENSEE is not reasonably satisfied with a response from Technical Support, LICENSEE may request that the issue be escalated.

### 3. Limitations on Support Obligations

**Limitations:** Notwithstanding anything to the contrary elsewhere in any Schedule, and subject to Article 5 of the Agreement (Termination), DISPLAY5 (either directly or through its RESELLER) will have no obligation to provide any Support Services to LICENSEE if:

- (a) LICENSEE is having issues which involves any products, data, features, systems, devices or equipment not provided or approved by DISPLAY5 in writing (including as DISPLAY5 delegates to RESELLER);
- (b) LICENSEE or a third party has altered or modified any portion of the Software in any manner without the prior written consent of DISPLAY5 or in a negligent manner;
- (c) LICENSEE has not installed or used the Software in accordance with instructions provided by DISPLAY5 (either directly or through RESELLER) in writing;
- (d) LICENSEE has failed to replace earlier versions of the Software with Major Enhancements or Minor Enhancements provided to LICENSEE by DISPLAY5;
- (e) A party other than DISPLAY5 (or a party not authorized by DISPLAY5) has serviced the Software and the Software no longer conforms to its specifications;
- (f) LICENSEE is not in full compliance with the terms of the Agreement or any other agreement between DISPLAY5, DISPLAY5's Affiliated Companies or (as applicable) RESELLER, on the one hand, and LICENSEE on the other;
- (g) LICENSEE reports an issue related to a non-standard feature of the DISPLAY5 product, including without limitation custom modifications or any other change to the DISPLAY5 product;
- (h) LICENSEE reports an issue related to "skinning" or customization of the user interface in any way of the DISPLAY5 product;
- (i) LICENSEE reports an issue related to hardware, electrical work, networking work, interconnection work, or the installation, patching, upgrading or repair of accessories, alterations, parts, software or devices;
- (j) LICENSEE requires additional education to resolve software issues as determined by DISPLAY5 acting reasonably, including by needing extensive help or "hand holding" related to "how things work";
- (k) LICENSEE requires assistance with software configuration;
- (l) LICENSEE has modified the system environment or architecture in any material manner without the prior written consent of DISPLAY5;
- (m) LICENSEE requires assistance with system administration or network administration (including tuning and/or maintenance), which activities are expected to be performed by LICENSEE;
- (n) LICENSEE requests assistance for backup/recovery & installation. This includes assisting with retrieving lost data or applications and performing software installations as part of recovery or migrating to alternate environments, which activities are expected to be performed by LICENSEE; or
- (o) LICENSEE has not performed its obligations under this Schedule.

**4. Obsolescence Policy**

- A. **Releases:** From time to time, DISPLAY5 makes available Major and Minor Releases. DISPLAY5 plans (but is not obligated to) to offer one Major Release every 2 years and two Minor Releases every year, and maintenance releases from time to time in DISPLAY5’s discretion.
- B. **Obsolescence Period:** Upon the general availability date of each new Major Release, as indicated by DISPLAY5, the previously available release will begin an obsolescence period of twenty-four (24) months (“Obsolescence Period”). During this Obsolescence Period, DISPLAY5 will generally no longer sell, make enhancements to, or add additional modules for, the prior version. DISPLAY5 will provide Support Services for the then current release version of the Software, and for any versions of the Software currently in their Obsolescence Periods.
- C. **Support after Obsolescence Period:** On LICENSEE’s written request, DISPLAY5 may (at its sole discretion) provide support for DISPLAY5 software that has exceeded the Obsolescence Period or for errors not covered under this Schedule, as “Special Services.”
  - (i) Special Services will be sold at a premium of no less than 160% of LICENSEE’s normally yearly maintenance /renewal fees. For example, if LICENSEE’s current annual support fee is \$40,000.00 then the Special Services fee would be \$64,000.00 in order for LICENSEE to maintain support of the obsolete version of DISPLAY5 software.
  - (ii) The premium fees will be chargeable to LICENSEE starting on the first month after the obsolescence period has ended.
  - (iii) The Special Services for extended support will subject to the following Initial Response Targets of LICENSEE’s Support Level (i.e., Gold, Silver, Bronze):

Severity Description	Initial Response Target	Initial Response Target	Initial Response Target	Initial Notification Methods	Status Updates	Solution
	Bronze	Silver	Gold			
P1 – production system down	8 hours	6 hours	4 hours	Email / electronic ticket – <a href="mailto:support@display5.com">support@display5.com</a>	To be determined based upon the problem/request	Resolution will be provided in form of work around or patch if required.
P2 – operation severely restricted (no known workaround)	3 days	2 days	8 hours	Email / electronic ticket – <a href="mailto:support@display5.com">support@display5.com</a>		
P3 – product does not operate as designed, moderated impact (or workaround available)	4 days	3 days	2 days	Email / electronic ticket – <a href="mailto:support@display5.com">support@display5.com</a>		
P4 – minor problem	5 days	4 days	3 days	Email / electronic ticket – <a href="mailto:support@display5.com">support@display5.com</a>		

- (iv) The Special Services for extended support may not cover LICENSEE’s ability to escalate support issues for resolution within DISPLAY5 at the support manager level.

- (v) DISPLAY5 may, at its discretion, subcontract the provision of the Support Services, and any of its obligations under this Schedule, to a DISPLAY5 Affiliate or third party at any time.