



End User License Agreement

Last updated: 5 December 2023

Important Notice

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE DOWNLOADING, INSTALLING OR ANY USE OF SOFTWARE (INCLUDING (i) SOFTWARE ACTIVATED ON AN AUTHORIZED DESKTOP PERSONAL COMPUTER OR OTHER PLATFORM, (ii) FIRMWARE, OPERATING SYSTEM SOFTWARE AND SOFTWARE THAT IS SUBSEQUENTLY ACTIVATED ON A SPINETIX PLAYER OR A 3RD PARTY PLAYER AND (iii) WIDGETS (TOGETHER **SOFTWARE**), AND ANY OF THE FOLLOWING ASSOCIATED MATERIALS, NAMELY MEDIA, PRINTED MATERIALS, AUDIOVISUAL CONTENT, USER GUIDES, AND ONLINE OR ELECTRONIC MATERIALS (**MATERIALS**), PROVIDED BY SPINETIX SA AND ITS AFFILIATES (**SPINETIX OR WE**) OR AN AUTHORIZED SPINETIX DISTRIBUTOR/RESELLER.

Terms & Conditions

1. Software licenses should only be purchased from SpinetiX or an authorized SpinetiX distributor/reseller. You are only permitted to use the Software if you are an authorized user either through our registration process or you have been authorized by SpinetiX or an authorized SpinetiX distributor/reseller to use the Software. If you have not purchased the Software license from SpinetiX or an authorized SpinetiX distributor/reseller and/or you are not an authorized end user, you are not permitted to use the Software and you have no rights under this end user license agreement (**EULA**).
2. This EULA is a legal agreement for the Software between you as an authorized user and SpinetiX. By downloading, installing or using the Software you accept and agree to be bound by the terms and conditions of this EULA. If you do not agree to all the terms and conditions of this EULA, then you have no right to use the Software and you must de-install all copies of the Software from your computer systems, or stop using Software where it is firmware contained on a digital signage player powered by the operating system dedicated to digital signage created by SpinetiX

known as **(DSOS™)** and supplied by SpinetiX (**SpinetiX Player**) or a digital signage player manufactured by 3rd parties and that is certified by SpinetiX to be compatible with DSOS™ (**3rd Party Player**), and return the Software and the Materials to the authorized SpinetiX distributor/reseller from whom you purchased the Software license.

3. Before using the Software, you should check the listing of third party technologies contained in the Software and the applicable copyright and patent notices for these technologies. Additionally, the Software may allow you to connect with third party applications whose use is subject to their terms of use. For your convenience, we have provided some links to terms of use for third party applications that may be applicable, however these may not be complete or up-to-date and you should ensure in any event that you have the right to use, and that you comply with such terms of use for, these applications. Please see the 'about' menu contained in your Software for such important information and links.

4. Software is licensed, not sold. Software and the Materials are protected by copyright as well as other intellectual property rights. SpinetiX retains all ownership and intellectual property rights in and to the Software and also in any Materials.

5. SpinetiX grants to you a non-exclusive, license to use the object code of the Software for your own use only on a single computer/virtual machine or the firmware powered by DSOS™ contained in the SpinetiX Player or 3rd Party Player. Each license shall be associated with a unique serial number of the device on which the licensed Software is initially installed. SpinetiX, at its sole option and discretion, may allow the transfer of the license from the original device to another device. No license of the Software's source code is given hereunder.

6. The source code of the Software is confidential and is SpinetiX's protected trade secret and you may not modify, reverse engineer, decompile, disassemble, create derivative works based in whole or any part of, the Software, or otherwise decipher, adapt or tamper with any portion of the Software, nor attempt to do any such things unless this restriction is prohibited by applicable law or these activities are permitted by the licensing terms governing use of any open-sourced components. Reproduction and/or redistribution of any portion of the Software and the Materials is specifically prohibited in the absence of a separate written agreement with SpinetiX. You may only use the Software for normal use as described in SpinetiX's specification. You may not:

(a) copy (except to the limited extent permissible under applicable law or for normal operation of the Software), reproduce, translate, adapt, vary or modify the Software and the Materials, nor communicate it to any third party, without SpinetiX's prior written consent;

(b) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software and the Materials; or

(c) remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software and the Materials or on the medium on which it resides.

7. You acknowledge and agree:

(a) that the Software has not been developed to meet your individual requirements and therefore it is your responsibility to ensure that the functions of the Software as described in SpinetiX's specification meet your requirements; and

(b) that the Software may not be free of bugs or errors and the existence of bugs or errors shall not constitute a breach of this EULA.

8. You agree not to infringe SpinetiX's intellectual property rights in the Software and the Materials (and those of any owner of third party technology contained in the Software and Materials and to comply with the laws of Switzerland and all other applicable laws (including export controls) concerning the Software and the Materials. You agree not to ship or re-export any portion of the Software and the Materials to any destination to which it could not lawfully have been exported originally under any export control law.

9. This EULA is subject to SpinetiX's General Conditions see <https://www.spinetiX.com/legal/general-terms-and-conditions-of-sale>. You may also be subject to additional terms and conditions agreed with the authorized SpinetiX distributor/reseller from whom you purchased the Software license. In no event shall such additional terms and conditions extend or enlarge SpinetiX's liability to you.

10. If you breach this EULA, SpinetiX may immediately and without notice to you terminate this EULA and any associated licenses.

11. Upon termination of this EULA for any reason:

(a) all rights granted to you under this EULA and any associated licenses shall immediately cease and SpinetiX may use technical means to block your use of the Software;

(b) you may not use the Software;

(c) you must immediately pay to SpinetiX and/or the authorized SpinetiX distributor/reseller any sums due pursuant to the purchase of the Software license or any support/maintenance service or otherwise;

(d) you must immediately delete or remove any Software from all computer equipment (if applicable) in your possession, or in the case of a SpinetiX Player or a 3rd Party Player containing firmware powered by DSOSTM immediately stop using such firmware, and at SpinetiX's option, immediately destroy or return to SpinetiX all copies of the Software and the Materials, and, in the case of destruction, certify to SpinetiX that you have done so;

(e) any accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected; and

(f) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12. This EULA is personal to you, and you may not assign, sublicense or transfer your rights and/or obligations under it. No third party has any rights under this EULA.

13. You may not make any warranty claim (or any other) under this EULA if your organization or another authorized End-User in your organization has made the same or similar claim for the same individual Software. In any event only one warranty claim (or any other), if applicable, per individual Software product is permitted.

14. This EULA shall be governed by the laws of Switzerland without regard to its conflict of laws provisions. SpinetiX and you irrevocably agree to the exclusive jurisdiction of the courts of Lausanne, Switzerland for the adjudication of any disputes arising under this EULA.

Widgets

15. Widgets are simple software in a script format that may be used to dynamically auto-update live data, including data from third parties, displayed on SpinetiX Players and 3rd Party Players using (**Widgets**). The following terms apply to Widgets:

(a) for any Widgets provided to you by SpinetiX you are licensed to use them under the terms of the GNU General Public License, versions 2 and 3 (as applicable) (**GPL terms**);

(b) you have the right to modify and customize Widgets subject to the GPL terms, however SpinetiX is not responsible in case the modifications and customizations you make do not work properly or cause the Software or the SpinetiX Player or the 3rd Party Player not to function properly; and

(c) you also understand and acknowledge that the use and performance of Widgets depend on interactions or interfaces with third party data, software and APIs, which SpinetiX has no control over. Accordingly, SpinetiX is not responsible and cannot control any limitation to or impact on the use of the Widget that results from such third party data, software and APIs.

Limited Warranty/Limitation of Liability

16. Subject to:

(a) You:

(i) being an authorized end user;

(ii) having purchased the Software license from SpinetiX or an authorized SpinetiX distributor/reseller; and

(b) the limitations and terms and conditions contained in this EULA; SpinetiX warrants that the Software will perform substantially in accordance with SpinetiX's specification for a period of 30 days from the date of purchase. Except for the foregoing limited warranty, the Software and the Materials are provided 'As Is' and the Software and the Materials are provided without any further express or implied warranties, including without limitation warranties of merchantability, satisfactory quality, fitness for purpose or non-infringement.

17. SpinetiX shall not be liable to the maximum extent permitted under applicable law whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, sales, revenues or savings, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising or otherwise resulting from your use of the Software or your inability to use the Software. SpinetiX shall not be liable for any of the losses in this paragraph even if you have informed SpinetiX of the possibility of such losses.

18. In no event shall SpinetiX's liability exceed the amount SpinetiX received for the Software from you or the authorized SpinetiX distributor/reseller.

19. In all cases SpinetiX will not be liable for any loss or damage that was not reasonably foreseeable.

20. Nothing in this EULA shall limit SpinetiX's warranties or liability for losses which may not be lawfully limited or excluded by applicable law.

21. SpinetiX's entire liability and your exclusive remedy under this limited warranty shall be, at SpinetiX's option, either:

(a) repair or replacement of the Software; or

(b) SpinetiX to use its reasonable efforts to procure that the authorized SpinetiX distributor/reseller from whom you purchased the Software license refunds the price you paid for the Software license, however if that is not feasible then SpinetiX will return the price received by SpinetiX from the authorized SpinetiX distributor/reseller for the Software.

22. The limited warranty in this EULA does not apply if the failure of/or defect in the Software is the result of misuse or abuse, or otherwise if the Software has not been used in accordance with the specification for the Software. This limited warranty is also subject to you, where applicable, first contacting the authorized SpinetiX distributor/reseller from whom you purchased the Software license and using reasonable efforts to seek a remedy. Any replacement Software will be warranted for 30 days. For any warranty claim you must provide proof of purchase of the Software license.