

IMPORTANT PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM INSTALL OR PURCHASE.

This End-User License Agreement ("**EULA**", or "**License Agreement**") constitutes a legal and binding agreement between spinTouch Inc, located at 2323 Main Street, Irvine,, CA 92618, e-mail: support@spinTouch.com (hereinafter "**SpinTouch**") and you, either an individual or a single entity (hereinafter the "**Licensee**"). This EULA shall be effective upon the execution of this EULA by the Licensee ("**Effective Date**").

SpinTouch and the Licensee are individually referred to as a "**Party**" and jointly as the "**Parties**".

This EULA contains the terms and conditions in relation to the any local software product provided by spinTouch (myShowcase is further described in the product specification set out in **Appendix 1**), including any associated software components, media, printed materials and "online" or electronic documentation (hereinafter referred to as the "**Software Product**").

By purchasing, installing, copying, or otherwise using the Software Product or any part thereof, the Licensee agrees to be bound by the terms and conditions of this EULA.

This EULA represents the entire agreement between the Licensee and SpinTouch and supersedes any prior arrangement, agreement, proposal, representation or understanding between the Parties (it being noted however that a Licensee that is also a distributor or reseller may have entered into additional agreements with respect to the marketing and distribution of the Software Product, such as a reseller agreement). If the Licensee does not agree to the terms of this EULA, **do not purchase, install or use the Software Product**.

The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

The Software Product is licensed, not sold.

1. GRANT OF LICENSE

SpinTouch grants the Licensee a limited, non-exclusive, non-transferable, license to the Software Product ("License") pursuant to either parts a), b), c) or d) as specified by SpinTouch or, in connection with marketing and distribution of the Software Product by a distributor or reseller, as specified by the distributor or reseller:

a) **Non-commercial Evaluation License**

If so designated by SpinTouch, its distributors, or its resellers in any order form or separate written agreement between the Parties, SpinTouch may grant the Licensee the right to install and use the Software Product on one (1) computer, for a limited period and for non-commercial purposes only in order to be able to evaluate the Software Product (the limited period consists of ten (10) days or any other limited number of days as specified in advance by SpinTouch or any of SpinTouch's distributors or resellers).

b) **Non-commercial Partner License for Demonstration Purposes**

If so designated by SpinTouch, its distributors, or its resellers in any order form or separate written agreement between the Parties, SpinTouch grants the Licensee the right to install and use the Software Product on one (1) computer, for non-commercial purposes only in order to be able to demonstrate the Software Product to other stakeholders and potential clients and customers in connection with the marketing and distribution of the Software Product on behalf of and as agreed by SpinTouch under a reseller or distribution agreement.

c) **Perpetual Commercial License**

If so designated by SpinTouch, its distributors, or its resellers in any order form or separate written agreement between the Parties, SpinTouch grants the Licensee the right to install and use a copy of the Software Product for commercial purposes on one (1) computer. The Service Agreement in Appendix 2 is optional after the first year of the perpetual commercial license purchase, unless otherwise noted in a written agreement.

d) **Subscription Commercial License**

If so designated by SpinTouch, its distributors, or its resellers in any order form or separate written agreement between the Parties, SpinTouch grants the Licensee the right to install and use a copy of the Software Product for commercial purposes on one (1) computer during the subscription period. The Service Agreement in Appendix 2 is included with the subscription commercial license. The Software Product will revert back to a trial version upon: (a) the subscription period ends, (b) client breaches agreement, and/or (c) the client does not renew and the EULA is terminated pursuant to Section 5.

SpinTouch further grants the License to Licensee with the following conditions:

e) **Transfer of license to another computer**

Subject to the applicable Service Agreement as set out in Appendix 2, the Licensee may request transfers to another computer of a license of the Software Product. In order to do so, the Licensee must contact SpinTouch's support support@spinTouch.com for assistance to transfer the license to another computer.

f) **Backup Copies**

The Licensee may make copies of the Software Product necessary for backup and archival purposes, provided such action conforms to the other conditions imposed upon Licensee as described herein

g) Support Services

In conjunction with granting to Licensee the License, SpinTouch agrees to provide Licensee with a certain level of Support Services as defined and set forth in Section 3 e). SpinTouch offers Support Services, which are categorized as (the “**Service Agreement**”) and are further set out in Appendix 2.

2. CONSENT TO USE OF DATA

The Licensee agrees that SpinTouch may collect, process and use technical data and related information (which for the avoidance of doubt are not user specific data), including but not limited to technical information about Licensee’s device, its system, IP address, MAC Address, the licensed Software Product, and peripherals, to facilitate the provision of software upgrades, license management, product support and other services to the Licensee (if any) related to the Software Product. The Licensee acknowledge and agree that SpinTouch may collect, process and use this information as long as the information is in a form that does not personally identify the Licensee (if Licensee is an individual), to evaluate and/or improve its products or to provide services or technologies to the Licensee.

User specific data will only be collected, processed and used by SpinTouch or its partners in accordance with applicable law with respect to personal integrity. Furthermore, Licensee agrees to the SpinTouch [Privacy Policy](#), which is incorporated into this EULA by reference. In the event of a contradiction between this EULA and the Privacy Policy referenced above, the Privacy Policy shall prevail.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

a) Maintenance of Copyright Notices

The Licensee must not remove or alter any copyright notices or any other proprietary rights notices on any copies of the Software Product or on any associated software components, media (such as example/default content), printed materials and "online" or electronic documentation.

The License shall further, to the extent it is within the Licensee’s control, procure that SpinTouch’s right and title in and to the Software Product are protected and preserved.

b) Distribution

The Licensee may not distribute any copies of the Software Product to third parties, including but not limited to, all the graphical elements that are included as example/default content unless the Software Product was bought for the purpose of resale under a reseller or distribution agreement.

c) Prohibition on Reverse Engineering, Decompilation, Disassembly, etc

Regardless of the type of License extended to Licensee per Section 1, above, Licensee is prohibited from, directly or indirectly, modifying, altering, updating, reverse engineering, decompiling, disassembling, or otherwise trying to derive source code or equivalent information from the Software Product, except and only to the extent that such activity is expressly permitted by applicable mandatory law.

d) Rental, transfer etc

The Licensee may not sub-license, assign, sell, rent, lease, outsource, distribute, lend or otherwise transfer to a third party any license of the Software Product (or part thereof) without the prior written consent by SpinTouch. Further, the Licensee may not assign the EULA or any of its rights and/or obligations of the EULA without the prior written consent by SpinTouch. However, the Licensee is permitted to rent and lease the Software Product to any of Licensee’s customers if the Licensee is an authorized SpinTouch reseller.

e) The License shall not use or access the Software Product or any part thereof to develop a similar or competitive product or service.

f) Support Services

SpinTouch shall provide the Licensee with defined support services, including but not limited to software upgrades, e-mail support as to the use and functions of the Software Product, license management and other services related to the Software Product as set out in Appendix 2 ("**Support Services**"). Such Support Services primarily to be provided by e-mail from SpinTouch's official webpage www.spinTouch.com/.

The Support Services include only what is specified in Appendix 2. Any other services and the corresponding costs thereto shall be approved by SpinTouch in advance and invoiced separately according to the scope of the support. For example, the Support Services does not include any services or costs related to visits at the Licensee's premises, such as travel, accommodation and other expenses for SpinTouch's staff, any such visits and costs at all times to be agreed between the Parties in writing in advance. Further, any custom software development that is requested by a Licensee must be approved in writing in advance by SpinTouch and shall be invoiced separately according to the project scope.

Any new or supplemental software code of any nature provided to the Licensee in connection with the Support Services shall be considered part of the Software Product and subject to the terms and conditions of this EULA.

The Licensee acknowledges and agrees that any part of the Support Services and Appendix 2 may be modified, changed or cease to be provided at SpinTouch's own discretion. For example, certain Support Services related to an old major version of the Software Product may cease to be provided. In such case, SpinTouch may request that the Licensee update to a new version of the Software Product before any Support Services is provided.

g) Compliance with Applicable Laws

The Licensee must comply with all applicable laws regarding use of the Software Product.

4. LICENSE FEE AND SUPPORT FEE

The license fee for the license granted under this Agreement and any support fee for Support Services as set out in Appendix 2 shall be paid by Licensee as agreed between Licensee and SpinTouch or, in connection with marketing and distribution of the Software Product by a distributor or reseller, as agreed between the Licensee and the distributor or reseller (the fees are respectively referred to as "**License Fee**" and "**Support Fee**").

The License Fees, Support Fees and any other fees for services are indicated in the applicable price list as provided by SpinTouch or any of SpinTouch's distributors or resellers from time to time (the "**Price List**").

Should the Licensee wish to acquire a Service Agreement, then the applicable Support Fee shall be paid accordingly. The first such annual Support Fee shall be payable up-front and within thirty (30) days after the Service Agreement has been agreed and binding upon the Parties. The relevant Service Agreement will not be activated before such payment. Thereafter the Support Fee shall be paid on an annual basis under these terms upon receipt by Licensee of invoice from SpinTouch, which shall be sent four (4) months prior to the end of the initial twelve (12) months term after the Service Agreement was agreed (the "**Initial Term**") and any twelve (12) month period commencing upon expiry of the Initial term or any subsequent anniversary thereof (the "**Renewal Term**").

A License Fee or a Support Fee that is invoiced yearly may be adjusted on an annual basis based on the discretion of spinTouch.

In addition, any applicable Support Fee may be subject to an annual adjustment (the “**Adjustment**”). The Licensee shall be informed of the Adjustment no later than four (4) months prior to when the Adjustment comes into effect, typically in connection with receipt of invoice for the Renewal Term. The Licensee has the option of terminating the relevant Service Agreement if the Adjustment is not accepted, such termination to be sent to SpinTouch in writing no later than three (3) months prior to the end of the Initial Term or any Renewal Term.

In the avoidance of all doubt, after any Initial Term of any length of time, the License Fee and/or Support Fee shall be subject to change at the sole discretion of SpinTouch during for any Renewal Term. Furthermore, the Price List referenced above is also subject to change at the sole discretion of SpinTouch for any Renewal Term.

The License Fee and Support Fee is excluding value added tax (VAT) and any other similar sales taxes and statutory levies that may be applicable, see further SpinTouch’s Price List which may be furnished upon request by Licensee. Any other taxes or levies arising from the use of the license granted and the Support Services (if any) shall be the liability of the Licensee and SpinTouch reserves the right to recharge these to the Licensee.

Payments may not be withheld under any circumstances. Payment is due immediately after invoicing or based on payment schedule. Unpaid balance beyond 10 days after invoicing shall bear interest at a rate of 4% per month simple interest. In the event Licensee does not remit payment to SpinTouch as prescribed above, SpinTouch may, at its sole discretion, deactivate any software license and cease to provide any Support Services to Licensee and end-user until such outstanding payment has been made. Such an action by SpinTouch shall not be a breach of these Terms. In addition, shall indemnify spinTouch for its costs, including reasonable attorneys’ fees and disbursements, incurred to collect any unpaid amount.

5. TERM AND TERMINATION

The EULA shall be effective and in full force as long as agreed between the Parties under the terms set forth in Section 1 of this EULA and for a time period set forth in the initial Invoice submitted by the Licensee and accepted by SpinTouch (“Initial Term”). Accordingly, the Initial Term of this License shall commence on the Effective Date and shall automatically renew for successive terms of equal length until such time as either party expresses in writing to the other party that it seeks to terminate this License Agreement. If a party seeks to terminate this License Agreement, it shall provide the other party with a minimum of thirty (30) days’ written notice of its intent to do so. Unless otherwise stated in the initial invoice, the Initial Term shall be a period of twelve (12) months. Notwithstanding the above, Licensee shall provide Licensor with a written notice as required under the subsequent paragraph.

In the event that a Licensee that is granted a license pursuant to Section 1 d) wishes to terminate the EULA, a written notice shall be sent to SpinTouch not later than three (3) months prior to the end of the subscription period. If such termination notice is not sent in time three (3) months prior to the end of the subscription period then the Licensee is obliged to pay the License Fee for the next subscription period.

Without prejudice to any other rights, SpinTouch may terminate this EULA with immediate effect and remotely disable the license to the Software Product if the Licensee fails to comply with any of the terms and conditions of this EULA (including for the avoidance of doubt breach of any agreed payment terms and, in respect of a distributor or reseller, in the event of a breach of any other agreement entered into with SpinTouch (e.g. a reseller agreement)). SpinTouch is also entitled to terminate this EULA with immediate effect in the

event that the Licensee is declared bankrupt, enters into liquidation or can be assumed to have become insolvent.

In the event of termination, regardless of what form termination takes, the Licensee shall, depending on SpinTouch's instruction, either return to SpinTouch or destroy all copies of the Software Product in the Licensee's possession as well as documentation and other material concerning the Software Product which the Licensee possesses (which, for the avoidance of doubt, may include marketing material should the Licensee be a distributor or reseller of the Software Product). The Licensee shall thereafter certify in writing that the Licensee is not in possession of the Software Product or any related documentation and material.

6. INTELLECTUAL PROPERTY RIGHTS

All title, including but not limited to copyrights and all other intellectual property rights (which shall include, but not be limited to, all patents, patent applications, inventions (whether patentable or not), trade secrets, know-how, technical data, design, software (including source code, object code and algorithms), trademarks, logos and any similar or equivalent rights to any of the foregoing rights throughout the world), in and to the Software Product and any copies thereof are owned by SpinTouch or, if applicable, its suppliers and partners. Licensee acknowledge and agree that nothing in this EULA shall be construed or interpreted as granting the Licensee any title or ownership in or to the intellectual property rights embodied in the Software Product. All rights not expressly granted to the Licensee are reserved by SpinTouch.

All title and intellectual property rights in and to the content which may be accessed through use of the Software Product is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants the Licensee no rights to use such content.

7. NOTICE OF INFRINGEMENT

Licensee shall notify SpinTouch promptly in writing of any breach or violation of the EULA or any infringement or suspected infringement of SpinTouch's intellectual property rights, or any disclosure or suspected disclosure of Confidential Information (as defined below), of which Licensee is aware.

8. LIMITED WARRANTIES

SpinTouch warrants solely for the benefit of the Licensee that the components of the Software Product developed and produced by SpinTouch will, for a period of ninety (90) days after delivery by SpinTouch (or if applicable by any of SpinTouch's distributors or resellers) provide substantially the functionality set forth for such components in the proposal & invoice documentation for the Software Product (or for myShowcase in the documentation accompanying the Software Product in Appendix 1). SpinTouch's sole obligation under the foregoing warranty, and Licensee's sole remedy for breach, shall be for SpinTouch to use commercially reasonable efforts to correct any verified failure to provide such functionality. SpinTouch further warrants that, to SpinTouch's knowledge, the components of the Software Product developed and produced by SpinTouch does not infringe any third-party intellectual property rights. The limited warranty set forth in this Section 8 shall apply solely to such components as in the form developed and produced by SpinTouch and delivered to Licensee, and not to any other components, including those supplied by third parties. The limited warranty will not apply if (i) the Software Product is not used in accordance with this Agreement or any accompanying documentation and instructions related to Software Product and in an appropriate supported environment; or (ii) the Software Product or any part thereof has been modified by any entity other than SpinTouch or without SpinTouch's prior written consent.

9. WAIVER OF ALL IMPLIED WARRANTIES

SPINTOUCH MAKES AND LICENSEE RECEIVES NO WARRANTIES OTHER THAN AS EXPRESSLY SET FORTH ABOVE IN SECTION 8. THE SOFTWARE PRODUCT IS PROVIDED ON AN "AS IS" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPINTOUCH HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES FOR THE SOFTWARE PRODUCT, WHETHER WRITTEN OR ORAL, OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, SAFETY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. SPINTOUCH DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN THE SOFTWARE PRODUCT. SPINTOUCH MAKES NO WARRANTIES WITH RESPECT TO ANY HARM THAT MAY BE CAUSED BY INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER MALWARE PROGRAM.

10. LIMITATION OF LIABILITY

In no event shall SpinTouch's liability related to the Software Product or this Agreement, including, without limitation, liability for direct damages or any liability under Section 8 (Warranties) exceed the amount paid by Licensee to SpinTouch (or if applicable to any of its distributors or resellers), during the (6) six month period before the cause of action alleged to create the liability arose. In no event shall SpinTouch be liable for any indirect, special, incidental, consequential (including lost profits, business interruption, loss of data or information) or any other damages based on contract, tort (including negligence), indemnity, strict liability or otherwise. The aforementioned limitations also apply to termination of license pursuant to Section 5 and/or even if SpinTouch has been advised of the possibility of such damages. SpinTouch shall have no liability with respect to the content of the Software Product or any part thereof (including such content generated by the Licensee and example/default content provided in the Software Product and produced by a third party), including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

11. INDEMNIFICATION

BY AGREEING TO THESE TERMS AND CONDITIONS, YOU AGREE TO INDEMNIFY AND HOLD SPINTOUCH AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND RESELLERS HARMLESS AS TO ALL CLAIMS AND/OR DEMANDS ARISING FROM YOUR USAGE OF MYSHOWCASE.

YOU EXPRESSLY AGREE THAT SPINTOUCH, RESELLER AND THEIR THIRD-PARTY SUPPLIERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM USE OF MYSHOWCASE.

12. CONFIDENTIALITY

For purposes of this EULA, the term "Confidential Information" means any information, technical data or know-how, including, without limitation, that which relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets or finances of the disclosing Party disclosed under this EULA which is identified as confidential or proprietary at the time of disclosure, or which by its nature is reasonably to be considered as confidential or proprietary.

“Recipient” shall mean either Party with respect to Confidential Information (as defined above) received from or made available by the other Party.

The Parties hereby agree that:

- (i) Software and all related technical and financial information (including the terms of this EULA) furnished in any manner by SpinTouch, are and shall be treated as Confidential Information of SpinTouch;
- (ii) Recipient shall instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the disclosing Party to maintain the confidentiality of the Confidential Information;
- (iii) Recipient shall exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Recipient would exercise to safeguard the confidentiality of Recipient’s own confidential property;
- (iv) Recipient shall not disclose the Confidential Information, or any part or parts thereof, to any of its employees, agents, or contractors except on a “need to know” basis and provided that such employees, agents or contractors are bound by confidentiality obligations that are at least as protective to the disclosing Party as the ones set out herein. Recipient agrees to undertake whatever action is reasonably necessary to remedy any such breach of Recipient’s confidentiality obligations set forth herein or any other unauthorized disclosure of the Confidential Information by Recipient, its employees, its agents, or contractors.

The confidentiality obligations of this EULA shall not apply to any Confidential Information which: (i) Recipient can demonstrate was in its lawful possession before receipt, without any confidentiality restriction; (ii) is or subsequently becomes publicly available without Recipient’s breach of any obligation owed to the disclosing Party; (iii) Recipient can demonstrate by written records was independently developed by Recipient’s employees or contractors without access to or reliance on any Confidential Information of the disclosing Party; or (iv) is lawfully disclosed hereafter to the Recipient without restriction, by a third party who did not acquire the information directly or indirectly from the disclosing Party; or (v) is required to be disclosed pursuant to any court order provided that the receiving Party shall advise the disclosing Party of such request in time for the disclosing Party to apply for legal protection.

13. MISCELLANEOUS

SEVERABILITY

If any provision of this EULA or part thereof is invalid, this shall not cause the entire EULA to be invalid, instead, the EULA or relevant provision, shall be reconciled, to the extent the invalidity materially affects any Party’s benefit or performance under the EULA.

NO WAIVER

Failure by any Party at any time to request performance of any certain provision of this EULA does not mean that the Party waives or is deprived of its right to in the future enforce such provision in the EULA Agreement.

NOTICES

All notices under this EULA shall be in writing. A notice shall be sent to the other Party by courier, registered mail, e-mail or fax to the addresses set forth in this EULA or any other address which have been notified to the other Party of this EULA pursuant to this Section (it being noted that the Licensee’s address is not indicated in this EULA and therefore shall be provided to SpinTouch by the Licensee without any delay).

The notice shall be deemed to have been received:

- 1) if delivered by courier: on the date of delivery,
- 2) if sent by registered mail: two business days after the date of mailing, or
- 3) if sent by e-mail, on the date of written acknowledgment of receipt of such e-mail by the recipient (for the avoidance of doubt, delivery receipts, auto-reply messages and other automatically generated e-mails shall not constitute written acknowledgements).

FORCE MAJEURE

No Party shall be liable for any failure, inability or delay in performing its obligations hereunder if such failure, inability or delay be due to act of God, war, explosion, sabotage, accident, casualty, government law, terrorism, order of regulation, pandemic or public health emergency, or failure or delays in usual sources of supply of components, raw materials or transportation, or any of other cause beyond the reasonable control of the Party whose performance is prevented or delayed.

Notice shall be given by the affected Party immediately if it becomes aware of any such force majeure event and such Party shall use all reasonable endeavors to mitigate the effects of such event and to resume performance as quickly as possible.

The obligations of the affected Party under this Agreement which are directly affected by such force majeure event shall be suspended for the subsistence of such event.

ENTIRE TERMS

These Terms constitutes the entire Agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties, whether by spinTouch or an authorized spinTouch reseller, in connection with the subject matter hereof, written, oral, or otherwise. In the avoidance of doubt, these Terms shall supersede and control as against all other proposed terms, in part or in whole, submitted by Customer whether through a Purchase Order or in any other manner. In the event Customer requests any amendments to these Terms, such proposals must be submitted to SpinTouch and, if in its sole discretion said proposed terms are accepted by SpinTouch, SpinTouch may only do so through a signed, written instrument. If SpinTouch does not accept said proposed terms through a signed, written instrument within fifteen (15) days of receipt, said proposed terms are deemed rejected by SpinTouch.

14. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed under the internal laws of the State of California without reference to conflicts of laws principles.

15. BINDING ARBITRATION TO SETTLE ALL CLAIMS AND/OR DISPUTES

Notwithstanding the foregoing Section, Licensee agrees that all claims and disputes arising under or relating to this EULA are to be settled by binding arbitration in the County of Orange in the State of California. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs and expenses (not including reasonable attorneys' fees). Any such arbitration shall be conducted by an arbitrator experienced in these matters and shall include a written record of the arbitration hearing.

Parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

LICENSEE AGREES THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH CALIFORNIA LAW, INCLUDING THE CALIFORNIA CODE OF CIVIL PROCEDURE AND THE CALIFORNIA EVIDENCE CODE, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL CALIFORNIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW.

ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE OR CLAIM TO ARISE FROM YOUR USE OF DEVICES. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THIS AGREEMENT, NEITHER YOU NOR SPINTOUCH WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

As a condition precedent to the filing of an arbitration claim as set forth above, the Parties agree to first mediate any claims between them through an equally agreed upon mediator, competent in this field of contractual dispute. The parties agree to participate in at least four (4) hours of mediation in accordance with the mediation procedures applied by the local jurisdiction or mutually agreed to mediation services provider. Any Party refusing to mediate shall not prevent the other party from pursuing their claims in arbitration. The parties will share the costs of mediation equally. In the event the Parties are not able to reach a mediated settlement of any or all claims, the parties must then proceed according to the other provisions of this Section. Under no circumstances shall the individual serving as mediator be designated as the arbitrator in any subsequent arbitration proceedings.

Notwithstanding the foregoing, in order to prevent irreparable harm suffered in the event of an infringement or potential infringement on Intellectual Property rights,, both you and SpinTouch have the right to pursue injunctive relief in the state and federal courts located in Orange County, California, and the parties agree to the exclusive jurisdiction and venue of such courts for that purpose.

16. MYSHOWCASE PRODUCT DESCRIPTIONS

Customer acknowledges that MyShowCase does not have any licenses, certifications, approvals, or authorizations of any kind, whether by a governmental regulatory body or a private industry organization, unless said certifications are included and prominently displayed by SpinTouch in marketing materials that it controls and distributes, or communicated by SpinTouch to Customer in writing. If Customer has questions as to the licenses, certifications, approvals, or authorizations for Devices, Customer must contact SpinTouch directly by email. Upon submitting a purchase order to SpinTouch, Customer expressly accepts this notice and hereby waives any and all possible claims in this regard.

APPENDIX 1 – MYSHOWCASE

Applies to SpinTouch MyShowcase version 1.8.2 or later (major version 1).

GENERAL

The Software Product is an interactive application that can be run on validly licensed copy Windows 8 and 10 devices, and on Mac devices by using Boot Camp. The Software Product supports a variety of form factors such as tablets, kiosks, tables and walls. For more information about the Software Product, please visit <https://www.spinTouch.com/>.

MINIMUM SYSTEM REQUIREMENTS

- Windows 8 or 10, 64-bit
 - Includes Windows 8 or 10 Pro and Enterprise
 - Windows RT, i.e. the ARM-based Windows OS, is not supported
- Processor: Intel Core i5 or equivalent AMD processor
- Memory: 4 GB (8 GB or more is preferred.)
- Graphics card: 1 GB graphics card – Intel HD (6000+), AMD or NVIDIA. (A dedicated graphics card is preferred.)
- Screen resolution: 1920 x 1080 pixels (16:9 aspect ratio)
- Any touch device with Microsoft® Windows® 8 or 10 certified touch drivers
- Any pen device with Microsoft® Windows® 8 or 10 certified pen drivers

Mac OS X is not natively supported. However, the Software Product works with Apple Boot Camp with some limitations.

A multitouch screen is not required. However, without a multitouch screen only single-touch actions can be simulated through the click and drag actions of a mouse.

COMPONENTS

The Software Product includes two applications:

- MyShowcase – the main application
- MyShowcase CMS – the configuration application, which allows you to adjust features, setup content, customize appearance and general settings.

LICENSING

The Software Product requires a license to run. The license is linked to the device it was installed on. The Software product license is managed in the CMS application.

SETUP AND DEPLOYMENT REQUIREMENTS

In order to deploy the Software Product an Internet connection is required.

License activation requirements:

- Internet TCP/IP connectivity for port 443 (HTTP over SSL/TLS)
- System time must be properly set

LANGUAGE SUPPORT

The Software Product is available in English. Content can be in any language.

DEFAULT EXAMPLE CONTENT

The Software Product installer comes with example content (pictures, videos, pdf etc.) that are intended to be used only for demonstrational purposes. Changes or reselling this content outside the Software Product is not allowed. The Licensee may remove the example content for commercial use.

APPENDIX 2 – SERVICE AGREEMENT

This APPENDIX 2 provides the Service Level Agreement (“SLA”) between SpinTouch and Licensee, which sets forth the support services and service-level commitments (“collectively, the “Support Services”) which SpinTouch makes to Licensee regarding the Software Product provided under the EULA.

Parties agree that this SLA outlines all such Support Services to be provided by SpinTouch to Licensee following execution of EULA. Licensee is only entitled to receive Support Services, and SpinTouch is only obligated to provide Support Services, solely as set forth herein. This section 4 is for informational purposes only. Therefore, what follows in this section 4 does not in any way constitute an obligation for SpinTouch that it must adhere to vis-à-vis the Licensee and the Licensee is not in any way entitled to claim damages, contractual penalties or any other form of compensation based on SpinTouch not adhering to the following in this section 4.

13. SERVICE AGREEMENT

Validity and Duration; Modifications or Replacements

This SLA shall be effective as of the Effective Date of the EULA and shall remain in effect for the duration of the term thereof. SpinTouch reserves the right to modify, replace, or otherwise terminate this SLA as it sees fit during the course of the Term, at any time. SpinTouch may choose to provide notice to Licensee prior to any such change or modification.

SpinTouch offers the Support Services which are categorized as the “**Service Agreement**”. The Service Agreement includes the following:

- (i) Email support;
- (ii) Access to minor upgrades in major version of Software Product;
- (iii) Access to future major versions and releases of Software Product;
- (iv) Unlimited transfers of the License to another computer;

Support Fee:

- (i) Included in Subscription Commercial License pursuant to Section 1 d).
- (ii) This is 20 percent of the total cost of the annual software license.
- (iii) Optional SLA annual purchase for perpetual licenses and other case

14. SUPPORT SERVICES - REQUEST

SpinTouch may only be available to receive a report from a Licensee regarding any failure of Software Product to be operational (“Problem”) during the dates and times established herein. Telephone calls and emails received outside of office hours will be collected; however, there is no guarantee of response by SpinTouch until the next working day. Once notified by a Licensee about a Problem (“Incident”), SpinTouch shall promptly record such Incident and provide information to Licensee as required. To request Support Services, the Licensee shall submit a support enquiry along with the license key through the following means:

- (i) **E-mail:** support@spinTouch.com
- (ii) **Telephone:** Request for a call back through email

(hereinafter referred to as a “**Request**”)

In the event that Licensee detects a Problem, Licensee shall: (i) obtain information it believes reasonably required for SpinTouch to diagnose and prioritize the Incident; (ii) notify SpinTouch via the contact information above; (iii) upon receiving notification of the Incident, SpinTouch will acknowledge receipt of said notice of the Incident and verify that all required information has been provided. If any required information is missing, SpinTouch will make proper inquiries of Licensee requesting such information.

Upon full receipt of information, SpinTouch will, in a written response to Licensee, confirm the information provided by Licensee and include a Priority Designation (see below). Except as stated elsewhere in this SLA, SpinTouch shall not be responsible for support or maintenance of any of Licensee's systems or those provided to Licensee by third parties.

Support Services are available weekdays 10am – 5pm PST (excluding Public Holidays as defined below) (hereinafter referred to as the “**Support Window**”). The aforementioned time frame only applies and runs during the Service Window. This means for example that if SpinTouch receives a Request at 3pm, an acknowledgement will be communicated to the Licensee no later than 12 noon the following weekday.

Public holidays: All public holidays as defined in the US public holidays that occur on a weekday, Christmas Eve (24 December) and New Year's Eve (31 December) and any other day when commercial banks are closed for general banking business (other than Internet banking) in the US. In addition, the Support Services are limited to being available 10am – 5pm PST on the period Monday– Thursday preceding Good Friday.

If the Licensee does not respond within fourteen (14) days after the last interaction between the Parties, the relevant Request shall be deemed to be closed between the Parties without further action unless the Parties have agreed otherwise in writing.

15. INCIDENT MANAGEMENT

Upon becoming aware of and acknowledging an Incident as outlined in this SLA, SpinTouch is responsible for all Incident analysis, resolution, and application update deployment. The support function at SpinTouch will allocate at its own discretion all Requests a certain level of severity. The categories of severity are the following: P1 (Critical Impact), P2 (Significant Impact), P3 (Normal, Minor Impact, and P4 (Low Impact/Informational Inquiry) (“Priority Designation”) In the event there exists a difference of opinion between SpinTouch and Licensee as to the priority given to an Incident, SpinTouch's decision shall be final

P4 is assigned Requests where the use of the Software Product is not affected. The following are examples of Requests that are classified as low severity.

- How do I change the theme color of my presentation?
- How do I add a web browser URL?
- General features requests.

P3 is assigned Requests concerning issues that limit the full use of the Software Product, but does not affect the Software Product in a way that makes it crash or become unresponsive. The following are examples of Requests that are classified as normal severity.

- My video is not being loaded; how do I rectify this?
- The Software Product is lagging when I connect to a new PC; how do I rectify this?

P1 and P2 are assigned Requests concerning issues that make the Software Product crash and not being able to restart into a functioning state. The exact designation assigned is a determination made by SpinTouch that takes into account numerous factors including, but not limited to, the number of Licensees reporting Problems. The following are examples of a Request that is classified as high severity:

- Nothing happens when I try to launch the application; how do I rectify this?
- The application crashes after I play a video; how do I rectify this?

16. CREDITS AGAINST UNAVAILABILITY OF SPINTOUCH SERVICES OR PRODUCTS

In the event that SpinTouch provided services are not available for a material time (defined as 36 hours of unavailability to Licensee) during any thirty (30) day period for reasons other than SLA Applicability Limits set forth herein, the Licensee is entitled to a credit of up to 15 percent of the annual Support Fee which will be applied to future invoices for said services (the “Credits”), prorated for the month in which the services were not available. Under no circumstances shall Licensee be entitled to reimbursement or a refund of any amounts paid to SpinTouch except at the sole discretion of SpinTouch.

SpinTouch shall dedicate the commensurate resources it deems as necessary to address any discovered or reported problem in the Software Product. In the event that Licensee believes that SpinTouch has attached the incorrect Priority Designation to any Problem, or is not providing a sufficient level of resources to resolve the Incident, Licensee may submit to SpinTouch a request to furnish more resources to resolve the Incident. SpinTouch shall, within seven (7) business days of receiving said request from Licensee, respond in writing stating whether it has or has not increased the resources to resolve an Incident.

The Licensee shall not be entitled to a Credit in the event that the Licensee has failed to comply with the terms of the EULA or in the event of Force Majeure as set out in Section 11 in the EULA or Section 17 of this SLA.

The remedy as specified in this Section 4 shall be the sole and exclusive remedy with respect to breaches by SpinTouch of the SLA and SpinTouch shall not under any circumstances be liable to pay contractual penalties, damages or other compensation.

SLA Applicability Limits

SpinTouch is not obligated to provide Licensee with Support Services under the SLA for Problems that:

- (i) Are caused by factors outside of SpinTouch’s reasonable control, including any force majeure event or internet access or related problems beyond the scope of the Software Product unless otherwise stated in this SLA;
- (ii) Result from any act or omission of Licensee or any third party, including without limitation, incorrect use or incorrect configuration performed by Licensee;
- (iii) Result from Licensee or Licensee’s equipment, software, or other technology and/or the same of third-parties (other than third-party software, equipment, or other technology within SpinTouch’s direct control);
- (iv) Arising from SpinTouch’s suspension and termination of Licensee’s right to use the Software Product in accordance with the EULA, including non-fulfillment or breach of EULA by Licensee.

17. MISCELLANEOUS

This SLA constitutes a legal and binding agreement between SpinTouch and the Licensee.

SpinTouch is only obliged under this SLA to provide Support Services to the Licensee and has no obligation under this SLA to provide Support Services to any third party, including but not limited to, the Licensee’s customers or trading partners.

This SLA represents the entire agreement between the Licensee and SpinTouch as regards the Support Services, and supersedes any prior arrangement, agreement, proposal, representation or understanding between the Parties. If the Licensee does not agree to the terms of this SLA, do not purchase, install or use the Software Product or any Support Services.

As follows from Section 6 of the EULA all intellectual property rights in and to the Software Product and any copies thereof are owned by SpinTouch or, if applicable, its suppliers and partners. Licensee agrees and acknowledges that nothing in this SLA shall be constructed or interpreted as granting the Licensee

any title or ownership in or to the intellectual property rights embodied in the Software Product or any intellectual property rights created, prepared or developed as a result of a Request under this SLA, including any title or ownership in any related documentation. All intellectual property rights created, prepared or developed in connection to any custom software development shall exclusively belong to SpinTouch, such development to be included in any new version of the Software Product at SpinTouch's own discretion. SpinTouch does not grant the Licensee any exclusivity of any developed features.

The Software Product is as is evident from the EULA licensed, not sold.
