

## End User License Agreement (EULA)

### Software License Agreement

KIOWARE, A DIVISION of DYNATOUCH CORPORATION ("LICENSOR") IS WILLING TO LICENSE OUR SOFTWARE, AND ASSOCIATED SOFTWARE, CURRENTLY KNOWN AS KIOWARE TO YOU ("LICENSEE") ONLY IF YOU ACCEPT ALL OF THE TERMS IN THIS SOFTWARE LICENSE AGREEMENT AND LIMITED WARRANTY. PLEASE READ THE TERMS CAREFULLY BEFORE YOU INSTALL THIS SOFTWARE, BECAUSE BY INSTALLING THIS SOFTWARE YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT AND LIMITED WARRANTY. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT AND LIMITED WARRANTY, LICENSOR WILL NOT LICENSE THIS SOFTWARE TO YOU, AND IN THAT CASE, YOU SHOULD UNINSTALL AND RETURN THIS PRODUCT PROMPTLY.

### Software Product License

#### 1. OWNERSHIP OF LICENSE

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#### 2. GRANT OF LICENSE

- There are multiple SOFTWARE PRODUCT available for licensing: KioWare Starter, KioWare Essential, KioWare Enterprise, KioCloud, KioCall, KioTouch, and KioWare Server.
  - i. The Starter license includes the device/kiosk lockdown software with limited customization and a reduced feature set. There is no integrated capability for external device integration, remote monitoring, usage statistics uploading or content updating.
  - ii. The Essential license includes the device/kiosk lockdown software. There is no integrated capability for external device integration, remote monitoring, usage statistics uploading or content updating.

iii. The Enterprise license covers the device/kiosk lockdown software as well as the ability to remotely monitor devices to a centralized server (KioWare Server/KioCloud), the ability to upload usage statistics to a centralized server (KioWare Server/KioCloud) and update devices content from a centralized server (KioWare Server/KioCloud).

iv. The KioCloud SaaS license is kiosk management software, hosted by KioWare. KioCloud monitors devices running KioWare Enterprise that are connected to KioCloud. It logs statistics, runs reports, can remotely update kiosks & their content, as well as schedule triggers and actions.

v. The KioCall license is video conferencing software installed directly onto the device. It enables users to initiate video and audio calls with other devices that also have KioCall installed. If used with KioWare, it requires a KioWare Essential or KioWare Enterprise license.

vi. The KioTouch license is touchless user control software installed directly onto the device. It enables kiosk users to scan a QR code to then control the kiosk cursor using their phone as a touchpad. If used with KioWare, it requires a KioWare Essential or KioWare Enterprise license.

vii. The KioWare Server is self-hosted kiosk management software, installed directly on a customer's server. KioWare Server monitors devices running KioWare Enterprise that are connected to KioWare Server. It logs statistics, runs reports, can remotely update kiosks & their content, as well as schedule triggers and actions.

- Back-up Copy of SOFTWARE PRODUCT. Licensee may make as many copies of the SOFTWARE PRODUCT as necessary solely to distribute the SOFTWARE PRODUCT through Licensee's organization.

#### A. For a Single-Use License

Use of SOFTWARE PRODUCT. Licensee may install one copy of the SOFTWARE PRODUCT onto one computer running an operating system supported by the SOFTWARE PRODUCT. If Licensee is deploying a thin-client application, then Licensee must purchase a Multi-Use license for each server that includes a license for each thin-client KioWare terminal connected to the server. The SOFTWARE PRODUCT is fully functional during its demonstration period; however, occasionally a notice will appear notifying the user that the SOFTWARE PRODUCT is in demonstration mode. The demonstration period covers only the time necessary to evaluate the usefulness of the SOFTWARE PRODUCT to

Licensee application, and the SOFTWARE PRODUCT must not be used for commercial purposes during this demonstration period.

#### B. For Time Limited Subscription

Use of SOFTWARE PRODUCT has an expire date upon which the license will revert to Demo Mode if the license is not renewed. A Time Limited Subscription always has current Maintenance and Support while the Subscription is active.

### 3. KIOCALL RIGHTS AND LIMITATIONS

KioCall is Licensor's video conferencing software and service, and as such, should Licensee configure SOFTWARE PRODUCT to use KioCall, then Licensee must agree to the following:

- Prohibited Uses of Service

Licensee agrees to use KioCall only for lawful purposes. Licensee agrees not to use KioCall for any unlawful purpose, including for example, using KioCall in a way that (1) interferes with Licensor's ability to provide service to Licensee or other customers, or (2) avoids Licensee's obligation to pay for the use of KioCall. Licensee also agrees not to use KioCall for transmitting or receiving any communication or material of any kind which would (1) constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national, or international law, or (2) encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national, or international law.

- Loss of Service due to Power/Internet Failure

Licensee acknowledges and understands that KioCall does not function in the event of power failure. Licensee also acknowledges and understands that KioCall requires a fully functional broadband connection to the Internet to operate. In the event of either a power failure or internet connectivity failure, KioCall will not function.

- Service Distinctions

Licensee acknowledges and understands that KioCall is not a telephone service and does not connect to any telephone systems, so, for example, KioCall is NOT intended as a method for calling emergency services (ex, 911 emergency calls in the USA).

#### 4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- Reverse Engineering

Licensee may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

- Network Security

The installation of this SOFTWARE PRODUCT, or SOFTWARE PRODUCT upgrade, infers no assurance that the computer running the SOFTWARE PRODUCT is properly protected against network security threats either Internet or operating system based. Each operating system version and computer use is unique, and in addition, security threats are constantly changing; therefore, it is the responsibility of Licensee to assess the risk and configure the computer appropriately.

- Separation of Components

The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

- Software Transfer

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## 6. UPGRADES

### A. For Single Use License

If the SOFTWARE PRODUCT is an upgrade from an earlier version, then the earlier version may not be installed on another computer. A current Annual Maintenance and Support Agreement, or active subscription is required to upgrade KioWare software.

### B. For Licenses Managed by KioCloud

A current Annual Maintenance and Support Agreement, or active subscription is required to upgrade KioWare. KioCloud will continue to issue new license subscriptions according to the standard terms and conditions.

## 7. ANNUAL MAINTENANCE AND SUPPORT

This SOFTWARE PRODUCT is provided with no technical support beyond one year from purchase unless an Annual Maintenance and Support Agreement or an active subscription is purchased. In any case, technical support is limited to phone/email/chat contact with our technical support staff and does not include on-site visits. Current Annual Maintenance and Support also provides for free updates to the SOFTWARE PRODUCT.

## 8. EXPIRATION

Without prejudice to Termination rights defined elsewhere in this agreement:

A. For Single Use License

This Software License Agreement does not expire.

B. For KioCloud Managed Licenses

This Software License Agreement expires with the expiration of the subscription provided by KioCloud.

## 9. SOFTWARE ESCROW RIGHTS

In the event LICENSEE is a beneficiary of KioWare Software Escrow Agreement and in accordance to the KioWare Software Escrow Agreement receives KioWare Source Code, LICENSEE has the following rights and obligations:

- i. LICENSEE has the right to use the released KioWare Source Code for the sole purpose of continuing the benefits afforded to the LICENSEE by this Software License Agreement.
- ii. LICENSEE shall be obligated to maintain the confidentiality of the released KioWare Source Code.
- iii. LICENSEE shall not transfer any intellectual property as constituted by KioWare Source Code to any other programmatic use (ie, the KioWare copyright will be respected).
- iv. LICENSEE shall not transfer any intellectual property as constituted by KioWare Source Code for commercial gain.

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## 11. ADD-ONS

Unless explicitly stated differently in a specific Add-On License Agreement, the installation of any 3rd party or LICENSOR Add-On is solely at the risk of the LICENSEE, and there is no guarantee that the Add-On will perform as the

LICENSEE expects, or that the Add-On could ever perform as the LICENSEE expects. It is the responsibility of the LICENSEE to test the Add-On with sufficient rigor to ensure Add-On will perform as expected in all circumstances. Additionally, there is no guarantee an Add-On will work with future releases of the SOFTWARE PRODUCT.

12. LICENSEE permits LICENSOR to display LICENSEE'S logo on LICENSOR's website. Does Not apply to Governmental Agencies

## 13. PRIVACY

When this software runs with an internet connection, a **unique device identifier** is sent to our servers to **check your license status**. No personal information is uploaded. Our Privacy Policy provides full details: <https://www.kioware.com/privacy>

## 14. Chromium Embedded Framework

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DynaTouch Corporation and Customer recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of DynaTouch Corporation arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and DynaTouch Corporation's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- i. BOTH PARTIES AGREE THAT, EXCEPT FOR CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF DYNATOUCH CORPORATION, DYNATOUCH CORPORATION'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF THE PURCHASE ORDER. IN THE EVENT OF A PURCHASE ORDER EXCEEDING FIVE HUNDRED THOUSAND US DOLLARS THE LIMITATION OF LIABILITY WILL BE CAPPED AT FIVE HUNDRED THOUSAND DOLLARS IN TOTAL.
- ii. IN ADDITION TO THE FOREGOING, DYNATOUCH CORPORATION SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.
- iv. UNDER NO CIRCUMSTANCES WILL DYNATOUCH CORPORATION BE RESPONSIBLE FOR ANY SERVICES RELATED TO THE RECEIPT OF CASH FROM CUSTOMERS (INCLUDING THE QUALITY OF BILLS TENDERED) OR ITS REMOVAL VIA ARMORED CAR OR OTHERWISE.

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## 17. CONTACT INFORMATION

If Licensee has any questions regarding this Software License Agreement and Limited Warranty or wish to contact Licensor for any reason, please write: KIOWARE, A DIVISION of DYNATOUCH CORPORATION, 9901 Broadway #115, San Antonio, TX 78217 or call +1 210 828 8343, ext. 2.

## 18. ENTIRE AGREEMENT

This End-User License Agreement ("EULA"), together with the Licensor's separate Terms and Conditions, represents the complete and exclusive understanding and agreement between the Licensee and the Licensor concerning the licensing and use of the Software Product and the provision of related services.

Both documents should be read and construed together as forming the full agreement between the parties. This EULA primarily governs the specific terms of the Software Product's license, usage rights, and intellectual property protections. The Terms and Conditions govern the broader commercial, transactional, and general service relationship between the parties, including but not limited to payment terms, account management, and data privacy.

These documents supersede all prior and contemporaneous agreements, proposals, representations, or understandings, whether written or oral, relating to such subject matter.

## 19. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of Texas, without reference to the conflicts of laws provisions thereof; provided, however, that the Uniform Computer Information Transaction Act will not apply even if adopted as part of the laws of said. The United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to this Agreement. This Agreement shall not be interpreted in favor of or against a party on account of drafting.