

WALLBOARD DISPLAY-US LLC

END USER LICENSE AGREEMENT

Effective Date: March 1, 2026

Version 2.1

wallboard.us/legal

IMPORTANT — READ CAREFULLY BEFORE USING THE SOFTWARE

This End User License Agreement ("Agreement" or "EULA") is a legally binding contract between the individual or entity identified on the applicable Order Form ("Customer," "You," or "Your") and Wallboard Display-US LLC, a Texas limited liability company ("Wallboard," "Licensor," "We," or "Us"). This Agreement governs Your access to and use of the Software (as defined below).

BY CLICKING "I ACCEPT," CREATING AN ACCOUNT, DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SOFTWARE.

If You obtained access to the Software through an authorized reseller or channel partner (a "Reseller"), this Agreement governs Your use of the Software regardless of any separate agreement between You and the Reseller. Your Reseller agreement may grant You additional rights or impose additional obligations, but it cannot reduce or modify Wallboard's rights or Your obligations under this Agreement.

1. Definitions

"Authorized User" means an individual who is authorized by Customer to access and use the Software and for whom Customer has purchased a license or subscription. Authorized Users may include Customer's employees, contractors, and agents acting on Customer's behalf.

"Cloud Deployment" means a deployment model in which the Software is hosted by Wallboard or its infrastructure partners and made accessible to Customer over the Internet as a hosted service.

"Confidential Information" means all non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, the Software, Documentation, business plans, pricing, customer lists, technical data, and the terms of this Agreement.

"Content" means all text, graphics, images, video, audio, animations, templates, and other media that Customer or its Authorized Users upload to, create within, or transmit through the Software for display or distribution.

"Customer Data" means all data, Content, and information submitted by or on behalf of Customer to the Software, including Authorized User account information (such as names, email addresses, and login credentials). Customer Data does not include Aggregated Data or Usage Data.

"Device" means any hardware device, media player, System-on-Chip display, computer, set-top box, or other endpoint that runs or connects to the Software for the purpose of rendering or managing digital signage content.

"Documentation" means the user guides, online help, technical specifications, API documentation, and other materials made available by Wallboard describing the features and functionality of the Software, as updated from time to time.

"Effective Date" means the date on which this Agreement becomes effective, which is the earliest of: (a) the date Customer clicks "I Accept" or otherwise indicates acceptance, (b) the date Customer first accesses or uses the Software, or (c) the date specified on the applicable Order Form.

"Fees" means the license, subscription, or other fees set forth in the applicable Order Form or as agreed with Customer's Reseller.

"Hosted Deployment" means a deployment model in which the Software is installed on infrastructure operated by a Reseller or other third party authorized by Wallboard, which provides Customer with access to the Software as a hosted, potentially multi-tenant service.

"License" means the right to use the Software granted under Section 2 of this Agreement, subject to the applicable Deployment Model and the terms of the Order Form.

"On-Premise Deployment" means a deployment model in which the Software is installed on Customer's own servers or infrastructure and operated by or on behalf of Customer.

"Order Form" means a Wallboard-issued or Wallboard-authorized order form, quote, invoice, statement of work, or similar document that specifies the Software licensed, Deployment Model, license scope (e.g., number of Devices, Authorized Users, or endpoints), Subscription Term, and applicable Fees. An Order Form may be issued by Wallboard directly or by an authorized Reseller.

"Reseller" means an authorized distributor, value-added reseller, channel partner, or other third party authorized by Wallboard to distribute, resell, or provide access to the Software.

"Software" means the Wallboard digital signage software platform, including all modules, features, functions, applications, and related components, whether accessed via Cloud Deployment, On-Premise Deployment, or Hosted Deployment, as specified in the applicable Order Form. Software includes Updates but does not include third-party products or services.

"Subscription Term" means the period during which Customer is authorized to access and use the Software, as specified in the applicable Order Form, including any renewal periods.

"Updates" means bug fixes, patches, maintenance releases, and minor version updates to the Software that Wallboard makes generally available to its customers at no additional charge. Updates do not include new products, major version upgrades, or add-on modules that Wallboard offers as separately priced items.

"Usage Data" means data generated by the operation of the Software relating to Customer's use patterns, system performance, and technical diagnostics. Usage Data is collected in de-identified and aggregated form and does not identify Customer or any individual.

2. License Grant

2.1 Grant of License. Subject to Customer's payment of the applicable Fees and compliance with the terms of this Agreement, Wallboard hereby grants Customer a limited, non-exclusive, non-transferable license (without the right to sublicense, except as set forth in Section 2.3) to install, access, and use the Software during the Subscription Term, solely for Customer's internal business purposes and in accordance with the scope specified in the applicable Order Form.

2.2 Deployment Models. The Software may be deployed in one or more of the following configurations, as specified in the applicable Order Form:

(a) Cloud Deployment. Customer accesses the Software as a hosted service over the Internet. Wallboard is responsible for hosting, maintaining, and securing the hosting infrastructure. The Service Level terms in Section 7 apply to Cloud Deployments.

(b) On-Premise Deployment. Customer installs the Software on Customer's own servers or infrastructure. Customer is responsible for the hardware, operating environment, network connectivity, and security of the infrastructure on which the Software is installed. The Service Level terms in Section 7 do not apply to On-Premise Deployments.

(c) Hosted Deployment (Reseller-Managed). A Reseller installs and operates the Software on Reseller-managed infrastructure and provides Customer with access. Responsibility for hosting infrastructure, uptime, and security lies with the Reseller. The Service Level terms in Section 7 do not apply to Hosted Deployments unless Wallboard is the hosting party. Customer's relationship with the Reseller is governed by Customer's separate agreement with that Reseller.

2.3 Authorized Users. Customer may permit its Authorized Users to access and use the Software on Customer's behalf, provided that Customer ensures each Authorized User complies with this Agreement. Customer is responsible for all acts and omissions of its Authorized Users.

2.4 Reservation of Rights. Except for the limited license expressly granted in this Section 2, Wallboard reserves all rights, title, and interest in and to the Software, Documentation, and all related intellectual property. No rights are granted to Customer by implication, estoppel, or otherwise.

3. Use Restrictions

Customer shall not, and shall not permit any third party to:

(a) modify, adapt, translate, or create derivative works based on the Software, except as expressly permitted in the Documentation or by applicable law that cannot be waived by contract;

(b) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Software, except to the extent expressly permitted by applicable law that cannot be waived by contract;

(c) copy or reproduce the Software, except for reasonable backup copies of On-Premise Deployments;

(d) sell, resell, sublicense, distribute, rent, lease, or lend the Software or access thereto to any third party, except as expressly authorized by Wallboard in writing;

(e) remove, obscure, or alter any proprietary notices, labels, or branding on or in the Software;

(f) use any feature, function, or module of the Software that has not been licensed to Customer under the applicable Order Form, including features that are locked, restricted, or identified as requiring a separate license;

(g) use the Software to provide a competing service, or allow a direct competitor of Wallboard to access the Software;

- (h) use the Software in any manner that exceeds the scope of the License granted (e.g., exceeding the licensed number of Devices, endpoints, or Authorized Users);
- (i) share Authorized User login credentials or allow multiple individuals to access the Software under a single Authorized User account;
- (j) use the Software to store, transmit, or distribute any Content that is unlawful, harmful, threatening, defamatory, infringing, or otherwise objectionable;
- (k) introduce viruses, malware, or other harmful code into the Software or attempt to gain unauthorized access to the Software, other customers' data, or Wallboard's infrastructure;
- (l) use the Software in any manner that violates applicable laws or regulations, or to support any illegal activity; or
- (m) use the Software as a primary control system for safety-critical applications where failure of the Software could reasonably be expected to result in death, personal injury, or severe environmental damage, including but not limited to real-time aircraft navigation or flight control systems, active life support or medical life-sustaining equipment, nuclear facility control systems, or weapons systems. For clarity, this restriction does not prohibit the use of the Software for general-purpose digital signage, informational displays, or content management within military, government, aviation, healthcare, or other facilities. WALLBOARD DISCLAIMS ALL LIABILITY ARISING FROM ANY USE PROHIBITED BY THIS SECTION 3(m).

4. Intellectual Property

4.1 Wallboard Ownership. The Software, Documentation, and all modifications, improvements, and derivative works thereof (regardless of who creates them), together with all intellectual property rights therein, are and shall remain the exclusive property of Wallboard and its licensors. This Agreement does not convey to Customer any ownership interest in the Software.

4.2 Customer Data Ownership. As between the Parties, Customer retains all right, title, and interest in and to Customer Data. Customer grants Wallboard a limited, non-exclusive, worldwide license to use, process, store, and transmit Customer Data solely to the extent necessary to provide and improve the Software and to fulfill Wallboard's obligations under this Agreement.

4.3 Usage Data. Wallboard may collect and use Usage Data for purposes of operating, improving, and benchmarking the Software, developing new features, and generating industry analytics. Usage Data is owned by Wallboard, provided that Wallboard shall not disclose Usage Data in a form that identifies Customer or any individual.

4.4 Feedback. If Customer provides Wallboard with suggestions, ideas, enhancement requests, or other feedback regarding the Software ("Feedback"), Wallboard may freely use, incorporate, and commercialize such Feedback without obligation or compensation to Customer. Customer retains no intellectual property rights in any Feedback.

5. Customer Data and Privacy

5.1 Data Protection. Wallboard shall implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data against unauthorized access, disclosure, alteration, or destruction, consistent with industry standards for digital signage and content management platforms.

5.2 Data Processing. Wallboard shall process Customer Data only as necessary to provide the Software and perform its obligations under this Agreement. Wallboard shall not access, use, or disclose Customer Data except: (a) as necessary to provide and maintain the Software; (b) to prevent or address technical or security issues; (c) as required by law; or (d) as expressly permitted by Customer.

5.2.1 International Data Processing. Where Customer Data includes personal data of individuals located in the European Economic Area (“EEA”), United Kingdom, or other jurisdictions with applicable data protection laws (including but not limited to the EU General Data Protection Regulation (“GDPR”), the UK GDPR, and the California Consumer Privacy Act (“CCPA”)), the following additional terms apply:

(a) Wallboard shall process such personal data only in accordance with Customer’s documented instructions and applicable data protection laws.

(b) Upon Customer’s request, Wallboard shall enter into a Data Processing Addendum (“DPA”) incorporating the EU Standard Contractual Clauses or other applicable cross-border transfer mechanisms, as required to lawfully transfer personal data outside the EEA or UK. Wallboard’s standard DPA is available at wallboard.us/legal.

(c) Wallboard shall assist Customer, at Customer’s reasonable expense, in fulfilling Customer’s obligations to respond to data subject rights requests (including requests for access, deletion, portability, and rectification) to the extent such requests relate to Customer Data processed by Wallboard.

(d) Wallboard shall maintain records of its processing activities as required by applicable data protection laws and shall make such records available to Customer upon reasonable request.

5.3 Account Data. Customer acknowledges that use of the Software requires the creation of Authorized User accounts, which include names, email addresses, and login credentials. Wallboard shall handle such account data in accordance with its Privacy Policy, available at wallboard.us/legal.

5.4 Data Location. For Wallboard Cloud Deployments, Customer Data is hosted on infrastructure provided by Wallboard’s third-party data center partners (currently DigitalOcean). The geographic location of the data center serving Customer’s instance is determined based on proximity to the Customer or as specified in the applicable Order Form, and may be located in any region where Wallboard’s data center partners maintain facilities. Upon request, Wallboard shall confirm the data center region applicable to Customer’s deployment. For On-Premise Deployments, Customer Data resides on Customer’s own infrastructure, and Customer is solely responsible for the geographic location and applicable data residency requirements. For Hosted Deployments, Customer Data resides on infrastructure operated by the applicable Reseller, and the geographic location is determined by the Reseller. Customer should consult its Reseller regarding data location and any applicable data residency obligations.

5.5 Data Portability. During the Subscription Term and for a period of thirty (30) days following expiration or termination, Customer may export Customer Data through the Software's standard export functionality. After such period, Wallboard shall have no obligation to retain Customer Data and may delete it in accordance with its standard data retention practices.

5.6 Sub-processors. For Cloud Deployments, Wallboard may engage sub-processors to assist in providing the Software. Wallboard shall maintain a current list of sub-processors at wallboard.us/legal and shall notify Customer of material changes to its sub-processor list. Each sub-processor shall be bound by data protection obligations no less protective than those set forth in this Section 5.

5.7 Data Breach Notification. In the event Wallboard becomes aware of a confirmed unauthorized access to or disclosure of Customer Data in Wallboard's possession or control ("Security Incident"), Wallboard shall: (a) notify Customer without undue delay and in any event within seventy-two (72) hours of confirmation; (b) investigate the Security Incident and take reasonable steps to mitigate its effects; and (c) cooperate with Customer's reasonable requests for information regarding the Security Incident.

6. Warranties

6.1 Wallboard Warranties. Wallboard represents and warrants that:

- (a) the Software will materially conform to the applicable Documentation during the Subscription Term;
- (b) Wallboard will provide the Software using commercially reasonable care and skill, consistent with generally accepted industry standards;
- (c) Wallboard has the legal authority to enter into this Agreement and to grant the rights set forth herein; and
- (d) to Wallboard's knowledge, the Software does not, as of the Effective Date, contain any virus, malware, or disabling code placed therein by Wallboard.

6.2 Warranty Remedy. If the Software fails to conform to the warranty in Section 6.1(a), Customer's sole and exclusive remedy shall be for Wallboard to use commercially reasonable efforts to correct the non-conformity. If Wallboard is unable to correct the non-conformity within thirty (30) days of receiving written notice, Customer may terminate the affected Order Form and receive a pro-rata refund of any prepaid Fees for the unused portion of the Subscription Term.

6.3 Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 6.1, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE." WALLBOARD DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, OR UNINTERRUPTED OPERATION. WALLBOARD DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS, THAT ALL ERRORS WILL BE CORRECTED, OR THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION.

6.4 Third-Party Materials. The Software may integrate with or enable access to third-party products, services, or content. Wallboard makes no representations or warranties regarding any third-party materials and disclaims all liability arising from Customer's use of or reliance on any third-party materials.

7. Service Levels (Cloud Deployments Only)

7.1 Applicability. This Section 7 applies only to Cloud Deployments hosted by Wallboard. Service levels for Hosted Deployments (Reseller-managed) are the responsibility of the applicable Reseller. This Section does not apply to On-Premise Deployments.

7.2 Uptime Commitment. Wallboard shall use commercially reasonable efforts to maintain the availability of the Software at ninety-nine and one-half percent (99.5%) uptime during each calendar month, measured on a 24/7 basis ("Uptime Commitment"), excluding Scheduled Maintenance and Excused Downtime.

7.3 Scheduled Maintenance. Wallboard may perform scheduled maintenance during designated maintenance windows, which Wallboard shall announce with at least twenty-four (24) hours' prior notice via email or the Software's administrative dashboard. Scheduled Maintenance periods are excluded from the Uptime Commitment calculation.

7.4 Excused Downtime. The following events are excluded from the Uptime Commitment: (a) force majeure events under Section 14; (b) failures of Customer's internet connectivity, hardware, or systems; (c) actions or inactions of Customer or its Authorized Users; (d) third-party service failures outside Wallboard's reasonable control; and (e) periods during which Wallboard suspends access in accordance with Section 10.4.

7.5 Service Credits. If Wallboard fails to meet the Uptime Commitment in any calendar month, Customer may request a service credit by submitting a written request within thirty (30) days after the end of the affected month. Service credits are calculated as follows:

Monthly Uptime 99.0% – 99.49%: Credit of 5% of that month's Fees

Monthly Uptime 95.0% – 98.99%: Credit of 10% of that month's Fees

Monthly Uptime below 95.0%: Credit of 20% of that month's Fees

7.6 Credit Limitations. Service credits are Customer's sole and exclusive remedy for any failure to meet the Uptime Commitment. Service credits may be applied against future invoices and are not redeemable for cash. Total service credits in any calendar month shall not exceed twenty percent (20%) of that month's Fees.

8. Limitation of Liability

8.1 Liability Cap. EXCEPT FOR THE EXCLUDED CLAIMS SET FORTH IN SECTION 8.3, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO WALLBOARD (OR, WHERE APPLICABLE, TO CUSTOMER'S RESELLER FOR THE SOFTWARE) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (THE "LIABILITY CAP").

8.2 Exclusion of Consequential Damages. EXCEPT FOR THE EXCLUDED CLAIMS SET FORTH IN SECTION 8.3, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 Excluded Claims. The limitations in Sections 8.1 and 8.2 do not apply to: (a) either Party's indemnification obligations under Section 9; (b) Customer's payment obligations; (c) either Party's breach of its confidentiality obligations under Section 11; (d) Customer's breach of the Use Restrictions in Section 3; (e) either Party's gross negligence or willful misconduct; or (f) Wallboard's liability for a Security Incident caused by Wallboard's failure to comply with its obligations under Section 5. For Excluded Claims, each Party's total aggregate liability shall not exceed two times (2x) the Liability Cap.

8.4 Basis of the Bargain. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 8 APPLY REGARDLESS OF WHETHER A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REFLECT A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES. THE FEES CHARGED UNDER THIS AGREEMENT REFLECT THIS ALLOCATION OF RISK.

9. Indemnification

9.1 Indemnification by Wallboard. Wallboard shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, and agents from and against any third-party claim, action, or proceeding alleging that Customer's use of the Software in accordance with this Agreement infringes or misappropriates such third party's patent, copyright, trademark, or trade secret rights (an "IP Claim"), and shall pay all damages finally awarded by a court of competent jurisdiction (or agreed in settlement approved by Wallboard).

9.2 IP Claim Remedies. If the Software becomes, or in Wallboard's reasonable opinion is likely to become, the subject of an IP Claim, Wallboard may at its sole option and expense: (a) procure for Customer the right to continue using the Software; (b) modify the Software to make it non-infringing without materially reducing its functionality; or (c) if neither (a) nor (b) is commercially practicable, terminate the affected License and refund to Customer any prepaid Fees for the unused portion of the Subscription Term.

9.3 Exclusions from Wallboard Indemnification. Wallboard shall have no obligation under this Section 9 to the extent an IP Claim arises from: (a) modification of the Software by anyone other than Wallboard; (b) combination of the Software with products, services, or technology not provided by Wallboard; (c) Customer's use of the Software in violation of this Agreement or the Documentation; (d) use of a version of the Software other than the most current version made available by Wallboard, if the infringement would have been avoided by using the current version; or (e) Customer's Content.

9.4 Indemnification by Customer. Customer shall defend, indemnify, and hold harmless Wallboard and its officers, directors, employees, and agents from and against any third-party claim, action, or proceeding arising from: (a) Customer's Content, including any

claim that Customer's Content infringes or violates a third party's rights; (b) Customer's use of the Software in violation of this Agreement or applicable law; or (c) any product, service, or offering that Customer provides to third parties using the Software.

9.5 Indemnification Procedures. The indemnified Party shall: (a) promptly notify the indemnifying Party in writing of any claim (provided that failure to provide prompt notice shall not relieve the indemnifying Party of its obligations except to the extent materially prejudiced by such failure); (b) grant the indemnifying Party sole control of the defense and settlement of the claim; and (c) provide reasonable cooperation at the indemnifying Party's expense. The indemnifying Party shall not settle any claim that imposes obligations on the indemnified Party (other than payment of money covered by the indemnity) without the indemnified Party's prior written consent.

10. Term and Termination

10.1 Agreement Term. This Agreement commences on the Effective Date and continues until all Subscription Terms have expired or been terminated, unless earlier terminated in accordance with this Section 10.

10.2 Subscription Term and Renewal. The initial Subscription Term is as specified in the applicable Order Form. Unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term, the Subscription Term shall automatically renew for successive periods equal to the initial Subscription Term (or one (1) year, whichever is shorter), at Wallboard's then-current list pricing.

10.3 Termination for Cause. Either Party may terminate this Agreement (or any affected Order Form) by written notice if:

- (a) the other Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice specifying the breach (or ten (10) days for non-payment of Fees); or
- (b) the other Party becomes insolvent, files for bankruptcy, has a receiver appointed, or makes an assignment for the benefit of creditors.

10.4 Suspension. Wallboard may immediately suspend Customer's access to the Software (in whole or in part) if: (a) Customer's account is more than fifteen (15) days past due; (b) Wallboard reasonably determines that Customer's use poses a security threat to the Software or other customers; or (c) suspension is required by law or a governmental authority. Wallboard shall provide notice of any suspension as soon as reasonably practicable and shall restore access promptly once the grounds for suspension are resolved.

10.5 Effect of Termination. Upon expiration or termination of this Agreement:

- (a) all licenses and rights granted to Customer shall immediately terminate, and Customer shall cease all use of the Software;
- (b) for On-Premise Deployments, Customer shall uninstall and destroy all copies of the Software within fifteen (15) days and certify such destruction in writing upon request;
- (c) Customer may export Customer Data in accordance with Section 5.5;

(d) each Party shall return or destroy the other Party's Confidential Information in its possession, except as required to be retained by law; and

(e) any outstanding Fees for the remainder of the Subscription Term shall become immediately due and payable (except where Wallboard terminates for its own convenience or Customer terminates for Wallboard's uncured material breach, in which case Customer shall receive a pro-rata refund of prepaid Fees).

10.6 Survival. The following Sections shall survive expiration or termination of this Agreement: 3 (Use Restrictions), 4 (Intellectual Property), 5.5 (Data Portability), 8 (Limitation of Liability), 9 (Indemnification), 10.5 (Effect of Termination), 10.6 (Survival), 11 (Confidentiality), and 13 (Governing Law and Dispute Resolution).

11. Confidentiality

11.1 Obligations. Each Receiving Party shall: (a) hold the Disclosing Party's Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party except as expressly permitted herein; and (c) use the Disclosing Party's Confidential Information solely for the purpose of exercising its rights or performing its obligations under this Agreement. The Receiving Party shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

11.2 Permitted Disclosures. The Receiving Party may disclose Confidential Information to its employees, contractors, affiliates, and professional advisors who have a need to know and who are bound by confidentiality obligations at least as protective as this Section 11. The Receiving Party remains responsible for the acts and omissions of such recipients.

11.3 Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure, without restriction; (c) is rightfully received from a third party without restriction and without breach of any obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

11.4 Compelled Disclosure. If the Receiving Party is compelled by law, regulation, or legal process to disclose Confidential Information, it shall: (a) provide the Disclosing Party with prompt written notice (to the extent legally permitted) to allow the Disclosing Party to seek a protective order; and (b) disclose only the minimum amount of Confidential Information required. Such compelled disclosure shall not constitute a breach of this Section 11.

11.5 Duration. The confidentiality obligations under this Section 11 shall survive for a period of three (3) years following the expiration or termination of this Agreement, except that obligations with respect to trade secrets shall survive for as long as such information qualifies as a trade secret under applicable law.

12. Payment Terms

12.1 Fees. Customer shall pay the Fees set forth in the applicable Order Form. If Customer obtained the Software through a Reseller, payment terms between Customer

and the Reseller are governed by Customer's separate agreement with the Reseller; however, Customer's license rights under this Agreement are contingent upon Wallboard receiving the applicable Fees (whether from Customer directly or through the Reseller).

12.2 Invoicing and Payment. For direct sales, Wallboard shall invoice Customer in accordance with the billing frequency specified in the Order Form. Unless otherwise stated, all invoices are due within thirty (30) days of the invoice date (Net 30).

12.3 Late Payment. Any undisputed amounts not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower, from the due date until paid in full.

12.4 Taxes. All Fees are exclusive of taxes. Customer is responsible for all sales, use, value-added, withholding, and other taxes and government charges arising from this Agreement or Customer's use of the Software, excluding taxes based on Wallboard's net income.

12.5 Fee Disputes. If Customer disputes any invoice in good faith, Customer shall notify Wallboard in writing within fifteen (15) days of receipt with a detailed explanation of the disputed amount. Customer shall pay all undisputed amounts by the due date. The Parties shall work in good faith to resolve any dispute within thirty (30) days.

12.6 Non-Refundable Fees. Except as expressly set forth in Sections 6.2, 9.2, and 10.5(e), all Fees paid are non-refundable.

13. Governing Law and Dispute Resolution

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

13.2 Informal Resolution. Before initiating formal dispute resolution, the Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through informal negotiation. The disputing Party shall provide written notice describing the dispute, and the Parties' designated representatives shall meet (in person or by videoconference) within thirty (30) days to attempt resolution.

13.3 Jurisdiction and Venue. If the dispute is not resolved through informal negotiation within sixty (60) days of the initial notice, either Party may bring an action exclusively in the state or federal courts located in Dallas County, Texas. Each Party irrevocably consents to the personal jurisdiction and venue of such courts.

13.4 Injunctive Relief. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or Confidential Information, without the requirement of posting bond or proving actual damages.

13.5 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

14. Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) to the extent caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemics or pandemics, war, terrorism, riots, government actions, power failures, internet or telecommunications failures, or cyberattacks (collectively, "Force Majeure Events"). The affected Party shall: (a) provide prompt written notice of the Force Majeure Event; (b) use commercially reasonable efforts to mitigate its effects; and (c) resume performance as soon as reasonably practicable. If a Force Majeure Event continues for more than ninety (90) days, either Party may terminate the affected Order Form upon written notice, and Customer shall receive a pro-rata refund of any prepaid Fees for the unused portion of the Subscription Term.

15. Reseller Transactions

15.1 Direct Relationship. Where Customer obtains the Software through a Reseller, Customer's use of the Software is governed by this Agreement, which is a direct agreement between Customer and Wallboard. The Reseller is not a party to this Agreement and is not authorized to modify this Agreement or make any representations or warranties on Wallboard's behalf.

15.2 Reseller Obligations. Any obligations that the Reseller may have to Customer regarding the Software (including hosting, support, pricing, or additional services) are solely between Customer and the Reseller and are governed by Customer's separate agreement with the Reseller. Wallboard shall have no liability for any acts, omissions, representations, or failures of any Reseller.

15.3 Order Forms via Resellers. Where a Reseller issues an Order Form on behalf of Wallboard, such Order Form shall be deemed a Wallboard-authorized Order Form for purposes of this Agreement, provided it is consistent with the Reseller's authorization from Wallboard.

15.4 License Contingency. Customer's license rights under this Agreement are contingent upon Wallboard receiving the applicable Fees, whether paid by Customer directly or through a Reseller. If the Reseller fails to remit payment to Wallboard, Wallboard may suspend or terminate Customer's access upon reasonable notice to Customer.

16. General Provisions

16.1 Entire Agreement. This Agreement, together with all Order Forms and any exhibits or addenda referenced herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, and communications, whether oral or written. In the event of a conflict between this Agreement and an Order Form, the Order Form shall control with respect to the specific transaction covered by that Order Form.

16.2 Amendments. No modification to this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties. Notwithstanding the foregoing, Wallboard may update this Agreement from time to time by posting a revised

version at wallboard.us/legal with at least thirty (30) days' prior notice. Continued use of the Software after the effective date of any update constitutes acceptance of the revised terms. If Customer does not agree with a material change, Customer's sole remedy is to terminate this Agreement before the change takes effect.

16.3 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement without consent: (a) to an affiliate; or (b) in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, provided the assignee assumes all obligations under this Agreement. Any assignment in violation of this Section shall be void.

16.4 Notices. All formal notices under this Agreement (including notices of breach, termination, and legal proceedings) shall be in writing and delivered by: (a) email to the designated contact (with confirmation of receipt); or (b) nationally recognized overnight courier or certified mail, return receipt requested, to the addresses specified in the Order Form. Notices are deemed received upon confirmed delivery. Each Party may update its notice information by written notice to the other Party.

16.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be reformed to the minimum extent necessary to make it valid and enforceable.

16.6 Waiver. No waiver of any right under this Agreement shall be effective unless in writing. No failure or delay by either Party in exercising any right shall constitute a waiver of that right.

16.7 Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.

16.8 Export Compliance. Customer shall comply with all applicable export control laws and regulations, including the U.S. Export Administration Regulations. Customer shall not export, re-export, or transfer the Software to any prohibited country, entity, or individual.

16.9 English Language. This Agreement is written in the English language, and the English version shall control in the event of any conflict with a translated version.

16.10 Counterparts. Order Forms may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement.

Acceptance

This Agreement is effective as of the Effective Date. By using the Software, Customer acknowledges that Customer has read, understood, and agrees to be bound by the terms and conditions of this Agreement.

WALLBOARD DISPLAY-US LLC

A Texas Limited Liability Company

wallboard.us/legal

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