VIZZTO END USER LICENSE AGREEMENT (EULA)

This End User License Agreement ("EULA") is entered into by and between VIZZTO STREAMING SERVICES, LLC, a Delaware limited liability company, having its principal office at 8 The Green, STE R, Dover, DE, 19901, (the "Licensor"), and the end user ("User").

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING THE SOFTWARE OR DIGITAL PLATFORM, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE CONDITIONS OF THIS EULA. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER INDIVIDUAL, COMPANY, OR LEGAL ENTITY, YOU AFFIRM THAT YOU HAVE THE NECESSARY AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS.

Vizzto reserves the right to change or modify any of the terms and conditions contained in this EULA without notice and all such revisions are effective immediately upon posting and apply to all access to and continued use of the Vizzto Digital Platform and Software.

SECTION 1 – DEFINITIONS

"**Charges**" refers to the amounts agreed upon by the User through the AWS Marketplace to be paid as compensation for the use of the Software and of the Digital Platform.

"**Digital Platform**" denotes the web-based system for managing digital signage customers, which serves as the foundation for the User's Membership Account and through which most of the User's services are accessed. The Licensor provides different setups, functionalities, and configurations via the Digital Platform, depending on the User's requirements.

"**Effective Date**" refers to the date when the User explicitly agrees to this EULA and when both parties execute the Purchase and Sales Agreement.

"**EULA**" means this end user license agreement, including any future amendments.

"**Force Majeure Event**" means an event, or series of related events, beyond the reasonable control of the affected party, including internet failures, telecommunications issues, hacker or denial-of-service attacks, virus infections, power outages, industrial disputes, legal changes, natural disasters, explosions, fires, floods, riots, terrorism, and wars.

"**Intellectual Property Rights**" covers all intellectual property rights worldwide, whether registrable or not, including copyrights, database rights, trade secrets, patents, trademarks, service marks, and other related rights, regardless of registration status or jurisdiction.

"**Licensor**" means Vizzto Streaming Services, LLC, a Delaware-based limited liability company, having its principal office at 8 The Green, STE R, Dover, DE, 19901.

"**Licensor Indemnity Event**" has the definition provided in Section 16

"**Maintenance Services**" refers to the application of Updates and Upgrades to the Software, or their provision to the User and subsequent application to the Software.

"**Membership Account**" is the private account of the User on the Licensor's Digital Platform, which allows the User to manage the content displayed on the Hardware.

"**Presentation**" includes any information or materials developed, imported, created, stored, and accessed by the User through the Service, Software, or Membership Account.

"**Purchase and Sales Agreement**" or "**PSA**" refers to the AWS Customer Agreement governing the purchase and sale of Licensor's Hardware and Software, and which is incorporated into this EULA.'

"**Software**" refers to Vizzto's content management system, a software program in object code format, licensed by Vizzto.

"**Software Defect**" means any error, defect, or bug in the Software that materially affects its performance, appearance, or functionality, excluding defects caused by (i) actions or omissions of the User or their authorized representatives; (ii) improper use of the Software by the User or their authorized representatives; (iii) the User's failure to comply with obligations under this EULA; or (iv) incompatibilities between the Software and other non-compatible systems or applications.

"**Software Specification**" means the technical specifications for the Software provided by the Licensor's technical support team.

"**Source Code**" refers to the human-readable code of the Software, including the code used to compile or decompile the Software, but excluding any interpreted code within the Software.

"**Support Services**" refers to the technical assistance provided to the User regarding the use of the Software and identifying and resolving errors, but does not include training services.

"**Term**" refers to the duration of this EULA, as defined in Section 7.

"**Update**" refers to a minor version update to the Software.

"**Upgrade**" refers to a major version upgrade of the Software.

"**User**" means the individual granted the right to use the Software under this EULA.

"**User Indemnity Event**" has the meaning provided in Section 16.

SECTION 2 - GENERAL USE

2.1. The Licensor offers content services through the Software and Digital Platform. Certain information, documents, products, and services provided through the Service—including content, trademarks, logos, graphics, and images that are not part of Presentations (collectively, the "Materials")—are made available to the User by the Licensor. Additionally, Licensor may provide certain applications on the Service to help the User create or manage Presentations. These applications are available under a limited, non-exclusive license for the User's business use if the User is part of an organization or acting as an agent for one, and solely for the purpose of developing or managing Presentations.

The User agrees to:

    a.   Provide accurate, current, complete, and truthful information as requested by the Licensor;

    b.   Keep this information up to date and notify the Licensor of any changes promptly. If the User provides false, inaccurate, outdated, or incomplete information, or if the Licensor reasonably suspects that such information is incorrect, the Licensor reserves the right to suspend or terminate the User's account and deny access to the Service (or any part of it), either temporarily or permanently.

2.2. By using the Service, the User agrees to receive electronic communications from the Licensor and its affiliates or partners. These communications may include notices regarding fees, charges, transactional updates, and other information relevant to the Service. These communications are considered part of the User's relationship with the Licensor, and the User consents to receiving them as a condition of using the Service. The User agrees that any notices, agreements, disclosures, or other communications sent electronically by the Licensor will meet any legal requirements, including the need for such communications to be in writing.

2.3. The User acknowledges that all drawings, sketches, specifications, operation and maintenance manuals, technical documents, samples, illustrations, and related materials provided by the Licensor (the "Proprietary Information"):

    a.   Are the exclusive property of the Licensor;

    b.   Can only be used by the User and its agents or representatives for the purpose of using the Digital Platform and the Software;

    c.   May only be disclosed to relevant government authorities as necessary for the certification or licensing of the Hardware under this Contract.

SECTION 3 - PRIVACY POLICY

3.1. By using the Service, Software, and Digital Platform, the User acknowledges and consents to the collection and use of certain personal information as outlined in the Vizzto Privacy Policy, in addition to those terms set forth in the AWS Privacy Notice.

3.2. The Licensor is committed to safeguarding the User's personal information and complies with applicable data protection laws, including the General Data Protection Regulation (GDPR), where applicable. The Licensor may collect and process personal data, including but not limited to contact information, usage data, and payment details, for purposes of providing and improving the Software and related services.

3.3. The User agrees that their data may be stored and processed in jurisdictions where the Licensor or its service providers operate, subject to adequate safeguards as required by applicable laws. The Licensor shall implement appropriate technical and organizational measures to protect personal data against unauthorized access, disclosure, alteration, or destruction.

3.4. By using the Software and Digital Platform, the User consents to the Licensor's data practices as outlined in the separate Privacy Policy, available at separated document, which is incorporated by reference into this EULA. The User acknowledges their rights under applicable data protection laws, including the rights to access, correct, delete, or restrict the processing of their personal data, as detailed in the Privacy Policy.

3.5. In case of any questions or concerns regarding data protection, the User may contact the Licensor at: privacy@vizzto.com.br

SECTION 4. PASSWORD-PROTECTED AREAS OF THE SERVICE

4.1. Access to certain functionalities and areas of the Service ("Restricted Areas") requires a password. As part of creating a Membership Account, the User must select an administrative username and password. If the User is authorized to access the Restricted Areas, they are responsible for maintaining the confidentiality of their password and account. The User agrees to inform the Licensor promptly if their password is lost, stolen, shared with an unauthorized party, or otherwise compromised. The User is accountable for any actions performed through their account. The User must notify the Licensor immediately if they become aware of unauthorized use of their account or any security breach involving their Membership Account.

SECTION 5. STORAGE LIMITS

5.1. The User acknowledges that the Licensor reserves the right to impose a maximum storage capacity for each account. The Licensor may, at its discretion, modify this limit at any time without prior notice.

SECTION 6. CONTENT MANAGEMENT

6.1. The User assumes full responsibility for all Presentations created or uploaded to the Service, ensuring their legality, reliability, appropriateness, originality, and compliance with copyright laws. If the User submits Presentations to the Licensor, they grant the Licensor a non-exclusive, worldwide, royalty-free license to use, copy, modify, distribute, display, and provide access to the Presentations to designated users, solely for the purpose of delivering services related to the Service. The Licensor will not share the User's Presentations with third parties and will restrict access to the User and their specified distribution list in the Membership Account.

6.2. The User retains ownership of all copyrights or intellectual property rights associated with the Presentations submitted to their Membership Account. The User agrees not to upload, post, or share materials on the Membership Account that are protected by copyright, trademark, or other proprietary rights unless they have obtained explicit permission from the rights holder. Determining whether materials are subject to such rights is solely the User's responsibility, and they will be held liable for any damages resulting from infringement of copyrights, trademarks, or other proprietary rights.

SECTION 7 - TERM

7.1. This EULA will take effect on the Effective Date and remain valid for the term of the PSA.

SECTION 8 - LICENSE

8.1. The Licensor grants the User a limited, non-transferable, non-exclusive license to:
   a. Install and use a single instance of the Software;
   b. Use the Software in accordance with the specifications provided by the Licensor;
   c. Create, store, and maintain certain content, as long as it adheres to the limitations and prohibitions set forth in Section 8.

8.2. The User may not sublicense or attempt to sublicense any rights granted under this section without the prior written consent of the Licensor. Unless expressly permitted by this EULA or required by applicable law, the following restrictions apply:
   a. The User must not sell, resell, rent, lease, loan, distribute, or redistribute the Software;
   b. The User must not modify, edit, or adapt the Software;
   c. The User must not attempt to decompile, reverse engineer, or de-obfuscate the Software.

8.3. The User is responsible for securing any copies of the Software provided under this EULA or created from such copies and must take all reasonable precautions, including implementing security measures, to ensure that only authorized persons have access to the Software.

8.4. This EULA does not grant the User or any other party the right to access or use the Source Code, nor does it constitute a license to use the Source Code.

SECTION 9 - MAINTENANCE

9.1. The Licensor will provide Maintenance Services for the Software during the Term, using reasonable skill and care. The Licensor will also provide Updates and Upgrades to the Software quarterly, ensuring that Software Defects are avoided. If any payment owed by the User to the Licensor is overdue, the Licensor may suspend the Maintenance Services after providing at least fourteen (14) days' written notice.

SECTION 10 - TECHNICAL SUPPORT SERVICES

10.1. The Licensor will offer Support Services to the User during the Term, with reasonable skill and care. For technical issues related to Software or Hardware, the User can contact the Vizzto Technical Support Team at Service Deskfor assistance. If the User fails to make payments owed under this EULA, the Licensor may suspend Support Services after giving the User at least fourteen (14) days' written notice of intent to do so.

SECTION 11 - NO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

11.1. This EULA does not transfer or assign any Intellectual Property Rights between the Licensor and the User.

SECTION 12 - PAYMENT OF CHARGES

12.1. All terms regarding the Charges for Hardware, Software, Services, and any related fees, taxes, and invoicing methods are outlined in the PSA, which is incorporated into this EULA by reference. Please refer to the PSA for specific payment terms and applicable charges.

SECTION 13. PARTY REPRESENTATIONS

13.1. Licensor's Representations

13.1.1. The Licensor represents and warrants to the User that:
   a. It has the legal authority to enter into this EULA and fulfill its obligations under it.
   b. The Software provided will conform in all material respects to the Software Specification.
   c. The Software will be free from defects and remain so throughout the Term of this EULA and the PSA.
   d. The Software will be free from viruses, malware, ransomware, and other malicious software.
   e. The Software incorporates security features consistent with good industry practices.
   f. When used according to this EULA, the Software will comply with all applicable state and federal laws, statutes, and regulations.
   g. The Software, when used in compliance with this EULA, will not infringe the Intellectual Property Rights of any third party under any applicable law or jurisdiction.

13.2. User's Representations

13.2.2. The User represents and warrants to the Licensor that:
   a. It has the legal authority to enter into this EULA and fulfill its obligations under it.
   b. It owns or has rights to the Presentations posted or created using the Service, including the right to grant any required licenses.
   c. Posting or using such Presentations does not violate the privacy, publicity, trademark, copyright, or other rights of any third party. The User agrees to pay any royalties, fees, or costs associated with any such Presentations.

13.3. The representations and warranties in this EULA are the complete statements of the parties' obligations. To the fullest extent permitted by applicable law, no other warranties or representations are implied into this EULA or any related agreement.

SECTION 14. LIMITED WARRANTY AND DISCLAIMER

14.1. The Licensor warrants that for the Term of this Agreement, beginning on the delivery or installation date (whichever occurs first), the Software, when used according to the Licensor's

instructions, will perform substantially as described in the Licensor's specifications ("Limited Warranty").

14.2. If the Limited Warranty is breached, the User's exclusive remedy and the Licensor's sole liability will be to:

   a. Repair or replace the Software, or
   b. If repair or replacement is deemed commercially unreasonable by the Licensor, refund the purchase price upon receiving written confirmation that the User has removed and ceased using all instances of the Software.
   c. Exclusion of Warranty

14.3. The Limited Warranty does not apply if:

   a. The Software is not used according to the EULA or Licensor's specifications.
   b. The Software or any part thereof has been altered by anyone other than the Licensor.
   c. The malfunction is caused by equipment or software not provided by the Licensor.

EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, THE SOFTWARE IS PROVIDED "AS IS." THE LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SYSTEM INTEGRATION. THE LICENSOR DOES NOT GUARANTEE ERROR-FREE, UNINTERRUPTED OPERATION OR COMPLETE SECURITY OF THE SOFTWARE.

SECTION 15. ACKNOWLEDGMENTS

15.1. The User acknowledges that:

   a. Complex software is never entirely free from defects, errors, and bugs, and the Licensor makes no representation that the Software will be entirely free from these issues.
   b. Complex software is not entirely secure, and the Licensor does not guarantee the Software's security against all vulnerabilities.
   c. The Software is designed solely for compatibility with the software listed in the Software Specification, and the Licensor does not guarantee compatibility with other software.

SECTION 16. INDEMNIFICATION

16.1. The Licensor will indemnify and, at its discretion, defend the User against claims alleging:

   a. Direct patent or copyright infringement.
   b. Misappropriation of the Licensor's trade secrets related to the Software, provided such claims are against the Software alone and not in combination with other elements ("Licensor Indemnity Event").

16.2. The User must:

   a. Notify the Licensor promptly upon becoming aware of a Licensor Indemnity Event.
   b. Provide reasonable assistance as requested by the Licensor.
   c. Allow the Licensor to handle all disputes, proceedings, negotiations, and settlements.
   d. Avoid admitting liability or settling any disputes without the Licensor's prior written consent.

16.3. Failure to comply with these requirements may void the Licensor's indemnification obligation.

16.4. The User shall indemnify the Licensor for any liabilities, damages, costs, or expenses incurred due to the User's breach of this EULA ("User Indemnity Event").

16.5. The Licensor will not indemnify or defend claims arising from:

a. Technology or designs provided by the User to the Licensor.

b. Modifications made to the Software by parties other than the Licensor.

c. Remedies

16.6. In the event of an indemnity claim, the Licensor may, at its sole discretion and expense:

a. Procure the right for the User to continue using the Software.

b. Replace the Software with a non-infringing version.

c. Modify the Software to remove infringing elements.

d. Refund the residual value of the purchase price if the User ceases use and returns the Software.

16.7. This indemnification is personal to the User and cannot be transferred or assigned.

16.8. The indemnity provided here constitutes the Licensor's entire liability and the User's sole remedy for claims of infringement or misappropriation.

16.99. The Licensor will not bear responsibility for any cost, expense, or settlement incurred by the User without the Licensor's prior written consent.

SECTION 17. LIMITATIONS OF LIABILITY AND REMEDIES

17.1. Except in cases involving personal injury, the Company, its suppliers (including equipment and technology providers), affiliates, representatives, officers, contractors, and employees shall not be held liable under any legal theory—whether tort, negligence, contract, strict liability, or otherwise—to the User or any third party for damages arising from the use, display, copying, or downloading of materials via the service or from presentations made using the software.

17.2. The Licensor will not be responsible to the User or any third party for any indirect, punitive, special, exemplary, incidental, or consequential damages, including but not limited to losses of data, revenue, profits, or any economic advantage, regardless of how such damages arise.

17.3. In all cases, the total liability of either party for direct damages under this agreement, irrespective of legal basis, shall not exceed the total fees paid or payable by the User for the software in question during the 17 months preceding the event causing the claim.

17.4. This limitation reflects that end users rely on their devices for various purposes, and it is their responsibility to implement backup plans and safeguards suitable for their needs. If errors in the software result in system issues or data losses, the User accepts these liability limitations as reasonable.

17.5. This section does not restrict or exclude:

a. Liability for fraud or fraudulent misrepresentation.

b. Liabilities that cannot be limited under applicable law.

c. Consumer statutory rights that cannot be excluded, unless legally permissible.

SECTION 18. SUSPENSION AND TERMINATION

18.1. The Licensor reserves the right to suspend the User's account for any violations of the terms outlined in this EULA or the PSA, with up to five (5) business days prior written notice.

18.2. The Licensor may terminate the agreement immediately upon providing written notice if:

a. The User breaches warranties, representations, or key provisions of this EULA or the PSA.

b. The User infringes on the intellectual property rights of others.

c. There is a breach of the Licensor's posted terms and conditions.

18.3. Any outstanding payments remain unpaid after due notice of at least thirty (30) days.

18.4. The User may terminate the agreement at any time by giving a minimum of thirty (30) days' written notice. However, the User remains liable for any outstanding charges for the remainder of the agreement's term as stipulated in the PSA.

18.5. Either party may terminate the agreement immediately if:

a. The other party commits a breach that cannot be remedied.

b. A remediable breach is not addressed within thirty (30) days of receiving written notice.

c. The other party undergoes insolvency, dissolution, cessation of business operations, or similar financial distress.

d. A receiver, trustee, or administrator is appointed over the other party's assets.

SECTION 19. CONSEQUENCES OF TERMINATION

19.1. Upon termination:

a. All provisions of this EULA cease to apply, except for those that, given their nature, will remain effective.

b. The Licensor's obligations under the PSA and EULA terminate simultaneously.

c. The Licensor will revoke the User's software licenses and account access.

d. Termination will not affect rights accrued by either party before termination.

19.2. Within thirty (30) days of termination:

a. The User must settle all outstanding charges for services or licenses provided prior to termination.

b. The Licensor must refund any prepaid fees for services or licenses scheduled for post-termination, without prejudice to either party's rights.

19.3. Within ten (10) business days of termination:

a. The User must return or dispose of any materials containing the software as instructed by the Licensor.

b. The User must permanently delete all copies of the software from their systems.

SECTION 20. GENERAL PROVISIONS

20.1. Waiver: A waiver by either party of any breach of this Agreement shall not be interpreted as a waiver of subsequent breaches or any other provisions of the Agreement. Failure to enforce strict adherence to any terms does not waive the right to insist on full compliance later. All waivers must be documented in writing and signed by the party granting the waiver.

20.2. Severability: If any provision of this EULA is found to be illegal or unenforceable by a court or relevant authority, the remaining provisions will remain in effect. If modifying or removing a part of the offending provision makes it lawful or enforceable, that part will be treated as removed unless doing so contradicts the clear intent of the parties.

20.3. Modifications: Changes may be made to this EULA by Licensor from time to time. Licensee may check for updated versions, to be published by AWS.

20.4. Assignment: Neither party may assign, transfer, or delegate their rights or obligations under this EULA without prior written consent from the other party.

20.5. Third-Party Rights: This EULA benefits only the parties involved and does not grant rights to third parties. Modifications or terminations of this EULA are not subject to approval by any third party.

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

20.7. Legal Compliance: Both parties agree to comply with all applicable laws, regulations, and governmental requirements.

20.8. Dispute Resolution: disputes arising out of or related to this Agreement shall be resolved through binding arbitration in the State of Delaware. Before initiating legal proceedings, the complaining party must provide written notice detailing the dispute. If unresolved within 40 days, either party may submit the dispute to arbitration through the American Arbitration Association under its Commercial Arbitration Rules. Arbitration will be conducted by a single arbitrator with expertise in commercial and technology-related disputes. Arbitration decisions may be enforced in any competent court.

20.9. Attorney's Fees: The prevailing party in any legal or arbitration proceedings will be entitled to recover reasonable costs, including attorney and professional fees, in addition to other awarded amounts.

20.10. Statutory References: References to statutes include any amendments, consolidations, or subordinate legislation associated with them.

20.11. Headings: Section headings are provided for convenience and do not affect the interpretation of this EULA.

20.12. Interpretation: General language in this EULA should not be narrowly interpreted simply because it is accompanied by specific examples.

20.13. Notice: Notices required under this Agreement must be sent to the addresses specified or updated in writing by either party. They are effective upon receipt.

20.14. Delay in Exercising Rights: Failure or delay in exercising any rights under this Agreement does not constitute a waiver, nor does partial exercise preclude further exercise of rights.

20.15. Force Majeure: Neither Party shall be held liable for any failure to perform its obligations due to a Force Majeure Event.

20.16. Entire Agreement: This EULA, together with the PSA, represents the complete agreement between the parties regarding its subject matter and supersedes any prior agreements or understandings related to it.