

KORBYT END USER SUBSCRIPTION AGREEMENT

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SERVICE AND BEFORE USING THE RMG CONTENT. THIS END USER SUBSCRIPTION AGREEMENT ("AGREEMENT") IS A LEGALLY BINDING CONTRACT BETWEEN THE END USER OF THE SERVICE OR PRODUCTS (AS BOTH TERMS ARE DEFINED BELOW) OR SUCH END USER'S EMPLOYER, AS APPLICABLE, WHETHER AN INDIVIDUAL OR AN ENTITY ("CUSTOMER") AND RMG ENTERPRISE SOLUTIONS, INC. OR ONE OF ITS SUBSIDIARIES ("RMG"). BY AGREEING TO THIS AGREEMENT, OR OTHERWISE INSTALLING OR USING THE SERVICE OR PRODUCTS, CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT ALSO APPLIES TO ANY UPDATES OR NEW RELEASES OF THE SERVICE OR PRODUCTS, UNLESS SUCH UPDATES OR NEW RELEASES ARE ACCOMPANIED BY DIFFERENT TERMS AND CONDITIONS, IN WHICH CASE SUCH TERMS AND CONDITIONS WILL APPLY TO SUCH UPDATES OR RELEASES.

The Parties agree to the following:

1. Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with such entity. For purposes of this Agreement, an entity will be deemed to "Control" (including its correlatives) another entity if such entity possesses, directly or indirectly, the power to (i) vote more than fifty percent (50%) of the voting interests of the subject entity or (ii) cause the appointment or election of fifty percent (50%) or more of the directors or other members of the governing body of such other entity.

"Claim" means any claim, demand, suit, action, allegation, or any other proceeding.

"Confidential Information" has the meaning set forth in Section 10 (a) herein.

"Content" means all content in text, graphic, animation, video, or any other form that is entered into the Service and/or used in connection with the Service and provided pursuant to an Order.

"Content Subscription" has the meaning set forth in Section 2 below.

"Customer" means the entity that has signed the Agreement, including its Affiliates.

"Customer Content" means all Content owned by Customer.

"Customer Materials" has the meaning set forth in Section 11(b) herein.

"Documentation" means RMG-provided user manuals and operator instructions as may be to Customer in any format, including paper and electronic, which are related to the RMG Software.

"Fees" means, collectively, the Subscriptions Fees, the Hardware Purchase Price, the Content Subscription Fees, and any other expenses or amounts due under this Agreement.

"Hardware" means the physical devices purchased from time to time by Customer pursuant to an Order in accordance with this Agreement. For purposes of warranty and Extended Warranty Plans for Hardware, Hardware will only mean RMG-branded products such as RMG Digital Appliances and RMG LED Displays.

"Hardware Purchase Price" means the Hardware prices set forth in the applicable Order for Hardware.

"Help Desk" means the services described in Schedule A.

"Intellectual Property Rights" means any and all worldwide copyrights, patents, moral rights, trademarks, service marks, and all other rights in Intellectual Property existing now or in the future, and any and all applications and registrations therefor.

"Law" means any statute, law, ordinance, regulation, rule, code, order, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any court or tribunal of competent jurisdiction.

"Loss" or "Losses" means all losses, damages, liabilities, judgments, awards, penalties, interest, fines, costs, fees or expenses of whatever kind, including, but not limited to, reasonable attorneys' fees.

“Order” means an underlying ordering document agreed to in writing by the Customer and the applicable reseller and/or RMG. RMG may, in its discretion, accept or reject any such Order. No Order is effective unless accepted by RMG in writing. Customer may not change or cancel any submitted Order. In the alternative, an Order may be generated by using a RMG Order form, when signed by Customer, and accepted by RMG by the signature of its authorized representative.

“Professional Services” means professional services that may be provided under this Agreement outside the scope of the Service, and which are performed pursuant to a specific Statement of Work.

“RMG Content” means all Content owned by RMG or licensed to RMG by third-parties.

“RMG Software” means the RMG branded software program(s) identified in the Order designed to enable access, use management and display of Content, all as described in the Documentation.

“Service” means the subscribed module(s) of the online, web-based version of the RMG Software provided by RMG and/or RMG’s Third Party Provider(s) for access and use by Customer via the Hardware or other devices and any evaluation instance, associated programs, and other desktop utilities, all as described in the Documentation.

“Statement of Work” or “SOW” means a statement of work as more fully described in Section 2 herein.

“Subscription” has the meaning set forth in Section 2 herein.

“Subscriptions Fee” means the Subscription fee to the Service, any Content Subscription or any other subscription stated in the Order, as set forth in the Order.

“Third-Party Hardware” means all equipment, hardware and components of the Hardware provided by third parties.

“Third-Party Materials” means any Content owned by third-parties, any Third-Party Software, and any Third-Party Hardware.

“Third-Party Provider” means third parties that provide Third-Party Materials that are provided under this Agreement or third parties that provide services or support in connection with the Service or Help Desk, including without limitation third-party provided hosting and data processing services.

“Third-Party Software” means software owned by third-parties or licensed by third-parties.

“Users” means individuals who are authorized to access and use the Service and who have been provided user identifications and passwords by Customer (or by RMG at Customer's request). Users may be Customer employees, Customer third party consultants, contractors or agents, which third parties may access and use the Service solely for the benefit of Customer’s internal business purposes in accordance with the provisions of the Agreement.

2. Provision of the Service, Usage Limits and Statements of Work

(a) Subject to this Agreement and Customer’s payment of all applicable Fees, RMG agrees to provide the Service to Customer in accordance with the terms herein and the applicable Order. RMG agrees to provide standard support for the Service to Customer at no additional charge, and/or upgraded support if purchased. Customer acknowledges and agrees that its purchase of the Service is not contingent upon the delivery of any future functionality or features.

(b) Subject to this Agreement and Customer’s payment of all applicable Fees, RMG hereby provides Customer a non-transferable and nonexclusive subscription right to access and use the Service for the sole purpose of supporting the internal operations of Customer’s business (the “Subscription”) for a subscription term, or a subscription installation license term, all as stated in an Order (the “Subscription Term”). The Service may be accessed and used solely by a User whose identification and password may not be shared, accessed or used by any other person, company or entity.

(c) Unless otherwise provided in the applicable Order, (i) the Service and RMG Content are purchased as subscriptions, (ii) subscriptions may be added during a Subscription Term at the same pricing as the underlying subscription pricing, prorated for the portion of that Subscription Term remaining at the time the subscriptions are added, and (iii) any added subscriptions will terminate on the same date as the underlying subscriptions.

(d) The Service and RMG Content are subject to usage, functional and other limits, based on the module(s) and quantities specified in an Order. If Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute, or be deemed to have executed an

Order for additional quantities of the applicable Services or RMG Content promptly upon RMG's request, or be deemed to have executed such an Order, and shall pay any invoice for exceeding applicable limits in accordance with Section 8 herein.

(e) From time to time RMG may revise, alter or otherwise change the Service and/or replace the RMG Software with an alternative software containing substantially similar functionality, which software shall thereafter be considered as the RMG Software hereunder. A service, software or platform that RMG makes generally available separately from the Service and/or the RMG Software shall not be considered as a part of the Service or RMG Software hereunder.

(f) If Customer purchases the right to install the RMG Software on its own premises the terms of Schedule C apply to such installation.

(g) During the Subscription Term, Customer may request Professional Services identified in an Order or a SOW that will detail such scope of supply and the applicable Fees for such Professional Services, in a mutually agreed upon and executed form. No SOW will be effective until signed by an authorized representatives of RMG. Any Professional Services provided pursuant to a SOW will be subject to the terms of this Agreement and the applicable Schedules. Any SOW is enforceable according to the terms and conditions contained in such SOW and, if a conflict occurs between this Agreement and any SOW, the applicable provisions of such fully-executed SOW, or attached to a fully-executed Order, shall control. Customer agrees to RMG's Professional Services policy, which is available at www.rmgnetworks.com/company/policies. Notwithstanding the terms and conditions of this Agreement or of any other agreement, the terms and conditions of a Customer-generated ordering document will have no effect.

(h) During the Subscription Term for any licensed Content, and subject to this Agreement and Customer's payment of all applicable Fees, RMG grants Customer a nonexclusive, revocable, non-sublicensable, non-transferable and limited subscription license to RMG Content provided by RMG to Customer solely for the purpose of Customer using and displaying the RMG Content on the hardware for which Customer has purchased licenses to such RMG Content (the "Content Subscription"); provided, however, that with respect to Content created by RMG specifically for Customer, the Content Subscription will be for so long as Customer complies with the terms of such license, subject to any restrictions and conditions with respect to any third-party Content. Customer will: (i) not rent, lease, sublicense, modify or create derivative works, or otherwise transfer the RMG Content to third parties; (ii) use reasonable care and protection to prevent the unauthorized use, copying, publication or dissemination of the RMG Content; (iii) not alter, conceal or remove any title, trademark, service mark, copyright, proprietary or restricted rights notice contained in the RMG Content; and (iv) abide by any other requirements communicated to Customer by RMG. In some cases, Customer may provide certain materials, content and other Intellectual Property (collectively, "Customer Assets") for RMG to modify and distribute as part of the Content Subscription. Customer represents and warrants that it has and will maintain all necessary licenses, permissions and/or other authorizations necessary to utilize, display and distribute any Customer Assets, whether such Customer Assets are owned by Customer or a third party for RMG to perform its obligations in this Agreement. Customer represents and warrants that it will not provide RMG with Customer Assets that violate any third party's Intellectual Property Rights. Such violations may include, but are not limited to, unauthorized use, reproduction, modification, distribution or public display of materials owned by third parties. Customer agrees that Third-Party Providers shall have no liability for the accuracy or completeness of the Content provided by a Third-Party Provider(s), or for delays, interruptions, or omission in provision of such third-party provided Content. Customer agrees not to use or permit anyone to use such Content for any unlawful purpose. Customer agrees that the such Content provided is to be used solely for the internal use of Customer and its employees and to provide its services to its customers, and not for redistribution to any other person or entity, including but not limited to any entity which is not wholly-owned by Customer. Customer agrees that any right or license of Customer to use the third-party provided Content is subject to termination in the event that the agreement between RMG and any of such Third-Party Providers is terminated for any reason. Customer acknowledges that any of such Third-Party Providers may have the right to terminate any portion of the Content provided to Customer with or without notice and that neither any of such Third-Party Providers nor RMG shall have any liability in connection with such termination.

3. Customer Responsibilities

(a) Customer is responsible for providing and administering usernames and passwords for all Users (the "Log-In Information"). Each User must have a valid username and password for the purpose of accessing the Service. Customer and Users must keep all Log-In Information strictly confidential. Log-In Information may be used only by the assigned User and may not be shared or transferred without Customer's consent and control. Customer agrees to notify RMG immediately of any unauthorized use of any Users accounts or any other breach of security. RMG will not be liable for any loss that Customer or an User may incur as a result of someone else using an Users' passwords or accounts, either with or without the applicable Users' knowledge.

(b) Customer will comply with all applicable Laws in accessing and using the Service.

(c) Customer will provide to RMG prompt and adequate access to Customer's systems and facilities as needed for RMG to perform its obligations under this Agreement. RMG will use all commercially reasonable efforts to avoid any disruption to Customer's business operations during the period of such access. Customer will provide to RMG contact details for the Customer individuals responsible for application administration/configuration and for support contacts.

4. Third Party Links/Additional Functionality

(a) The Service may provide links that allow Customer or Users to leave the Service and/or access third party data or websites. The linked sites are not under the control of RMG and RMG is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. RMG is not responsible for webcasting or any other form of transmission received from any linked site. RMG provides these links only as a convenience, and the inclusion of any link does not imply endorsement by RMG of the site. RMG does not guarantee the security of any information transmitted to or from Customer or any User over the Internet, including the use of e-mail. Access to the Internet, if employed, is Customer's and each User's sole responsibility and the responsibility of the Internet provider(s) you select. RMG has no responsibility for failure of the Service due to Internet facilities, including related telecommunications or equipment.

(b) From time to time, additional functionality, which functionality is then marketed separately by RMG, may be offered by RMG with respect to the Service at an additional fee. Such additional functionality will be offered and agreed under a separate agreement or an amendment to this Agreement. RMG acknowledges and agrees that any generally available change to the Service made by RMG shall not materially reduce the functionality available as of the Effective Date of this Agreement.

5. Limitations and Processes

(a) RMG's performance hereunder shall be excused as a result of Customer's failure to perform duties and responsibilities hereunder that act as a prerequisite to RMG's ability to perform its duties and responsibilities hereunder.

(b) Customer and Users may not use the Service in any manner that could damage, disable, overburden, or impair any of RMG's or any of RMG's Third-Party Provider's server, or the network(s) connected to any such server, or interfere with any other party's use and enjoyment of any of the Service. Customer and Users may not attempt to gain unauthorized access to any part of the Service, other accounts, computer systems or networks connected to any such server or to any part of the Service, through hacking, password mining or any other means. Except as expressly set forth herein, Customer and Users may not (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the Service, provide service bureau or other remote access to the Service, or any associated applications, tools or data thereof or (ii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Service's control or security systems, or allow or assist a third party to do so.

(c) RMG may at any time suspend (or require that Customer suspend) the access of Users to the Service and/or disable Login Information in the event of violation of this Agreement including, but not limited to, legal or regulatory reasons, investigation of suspicious activities, or action by authorities, or if RMG or Customer has reason to suspect any User is engaged in activities that may violate the provisions of this Agreement, applicable Laws, or RMG's policies, or are otherwise deemed harmful to RMG, Customer, RMG's or Customer's respective network or facilities, or other Users. RMG shall not be liable to Customer or to any User for any suspension of the Service.

(d) Customer acknowledges and agrees that RMG may use data processed by the Service that is anonymized and not traceable to any individual ("Non-Individual Data") to include in RMG's generic database for the analysis, evaluation and improvement of RMG's products and of the Service, provision of anonymous reporting of non-individual data for internal and external customers of RMG. RMG's use of the Non-Individual Data shall be in compliance with applicable Laws and with the confidentiality provisions of this Agreement.

6. Warranty

(a) Mutual Warranty: Each Party represents and warrants to the other that: (i) it has the full corporate, limited liability company or partnership, as the case may be, power and authority to enter into and deliver this Agreement and perform its obligations hereunder; (ii) it has the necessary rights to enter into this Agreement and perform its obligations hereunder; (iii) this Agreement is a valid and binding obligation of it and enforceable in accordance with its terms; and (iv) it will comply with all applicable Laws in the course of performing its obligations and exercising its rights under this Agreement.

(b) RMG Warranty: RMG represents and warrants that (i) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to access and use the Service granted herein; (ii) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (iii) it uses commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Customer promptly upon RMG's knowledge of any unauthorized access or use that causes a materially

adversely effect on RMG's provision of the Service to Customer or Customer's use of the Service and (iv) during the ninety (90) day period following initial live processing in reference to a Subscription Term, the Service shall perform materially in accordance with the Documentation.

(c) Limited Warranty. RMG provides a limited warranty that the Professional Services will be performed in a professional and workmanlike manner in accordance with the requirements set forth in the applicable Statement of Work. In the event of a breach of such limited warranty as Customer's sole and exclusive remedy, RMG will with respect to the Professional Services, re-perform the Professional Services.

(d) RMG provides a limited warranty that it has the necessary rights to license the RMG Content (other than materials, content and other intellectual property provided by Customer) to Customer in accordance with this Agreement. Customer's sole and exclusive remedy for breach of the limited warranties set forth in Sections 6(c) and this 6(d) shall be the indemnity in Section 9(b) of this Agreement.

(e) RMG DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS WILL BE CORRECTED OR THAT THE AVAILABLE FUNCTIONALITY WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY RMG. RMG, ITS AFFILIATES, AND ITS THIRD-PARTY PROVIDERS DO NOT WARRANT THAT THE SERVICE, HARDWARE, OR THIRD-PARTY MATERIALS WILL MEET THE NEEDS OF CUSTOMER OR WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, OR FREE OF HARMFUL COMPONENTS OR THAT ANY CUSTOMER DATA OR CONTENT, INCLUDING CUSTOMER CONTENT, RMG CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. WITHOUT LIMITING THE FOREGOING, RMG, ITS AFFILIATES, AND ITS THIRD-PARTY PROVIDERS MAKE NO, AND DISCLAIM ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD-PARTY MATERIALS. RMG, ITS AFFILIATES AND THIRD-PARTY PROVIDERS MAKE NO REPRESENTATION AS TO THE INTEROPERABILITY OF THE SERVICE WITH ANY THIRD PARTIES' SYSTEMS, CONTENT, OTHER DATA OR SOFTWARE. UNDER NO CIRCUMSTANCES WILL RMG OR ITS AFFILIATES BE LIABLE FOR ANY LOSSES RESULTING FROM A CAUSE OVER WHICH RMG DOES NOT HAVE CONTROL, INCLUDING, WITHOUT LIMITATION, A FORCE MAJEURE EVENT, UNAUTHORIZED ACCESS, THEFT OR OPERATOR ERROR, OR CUSTOMER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL RMG OR ITS AFFILIATES HAVE ANY LIABILITY FOR THE SERVICE, ANY HARDWARE, ANY CONTENT, OR HELP DESK USED FOR AVIATION, COMBAT, MEDICAL, LIFESAVING, LIFE-SUSTAINING OR NUCLEAR APPLICATIONS.

(f) RMG's limited warranty for the Hardware is set forth in Schedule B.

(g) Customer warrants that (i) only Customer and Users shall be permitted to access the Service and any related tools, applications, information and materials provided in connection with the Service; and (ii) Customer shall obtain and maintain in effect all permits, licenses and authorizations necessary for the purchase and intended use of the Hardware and of the Service.

(h) Customer represents and warrants that Customer and those providing information to Customer have the right to transmit to RMG, and receive from RMG, any Content, or other data, material or records that are required to enable RMG to perform the Service and any other of its obligations under this Agreement. Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Agreement.

7. Limitation of Liability

(a) EXCEPT FOR A BREACH OF ARTICLE 10 OR 11, IN NO EVENT WILL EITHER PARTY (OR ITS SUPPLIERS OR AFFILIATES) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, LOST PROFIT, LOST SALES OR REVENUE, BUSINESS INTERRUPTION OR OTHER SIMILAR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAILURE OF AN EXCLUSIVE REMEDY. EXCEPT FOR A BREACH OF ARTICLE 10 OR AMOUNTS ARISING UNDER RMG'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 HEREIN, IN NO EVENT WILL RMG'S TOTAL AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EXCEED THE AMOUNT PAID BY CUSTOMER TO RMG FOR THE SERVICE OR HARDWARE, AS APPLICABLE, GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL RMG HAVE ANY LIABILITY ARISING OUT OF ANY CUSTOMER MATERIALS OR THIRD-PARTY MATERIALS ANY CLAIMS BROUGHT UNDER THIS AGREEMENT OR OTHERWISE MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION AROSE.

(b) Subject to RMG's confidentiality obligations hereunder, regarding Content, RMG will not be responsible for any unauthorized access to or alteration, theft or destruction of such Content, through accident, fraudulent means or devices, or any other method, unless such

access, alteration, theft or destruction is caused as a direct result of RMG's gross negligence or intentional misconduct, in which case RMG's commercially reasonable efforts to restore or recover Content shall be limited to the most recent back-up of such Content. It is hereby acknowledged that it is Customer's responsibility to protect Content from loss by routinely performing backup procedures.

(c) RMG is not responsible for loss of Content, or other data from an improper transmission by Customer or failure by Customer to act on any communication transmission to Customer by or through RMG. In the event of improper transmission or loss of in transmission, RMG will use commercially reasonable efforts to recreate such transmission at RMG's then current rates.

(d) RMG is not responsible for any Service errors or interruptions due to internet service provider or hosting facility failures or delays, including without limitation internet or communication problems.

8. Fees

Customer will pay all Fees in accordance with the payment terms set forth in the applicable Order or Schedule. All Fees and prices are non-refundable, notwithstanding any expiration or termination of the applicable Order or this Agreement.

9. Indemnification

(Customer will indemnify, defend and hold harmless RMG, its Affiliates and each of their respective officers, directors, employees, agents, successors and assigns (each, a "RMG Indemnitee") from and against any and all Losses incurred by any RMG Indemnitee, directly or indirectly, arising out of a Claim related to or otherwise made in connection with: (i) the willful misconduct or grossly negligent acts or omissions of Customer; (ii) Customer's material breaches of any of the licenses granted herein or any of the use restrictions related to such licenses; (iii) the failure of Customer to hold all necessary rights to, and interest in, any properties, materials or information that Customer makes available to RMG to perform RMG's obligations under this Agreement (including any Customer Materials); (iv) a third party Claim that any Customer Materials or RMG's use thereof infringes, misappropriates or violates any third-party Intellectual Property Right, provided that, RMG (A) promptly notifies Customer in writing of such Claim, (B) grants Customer sole control over the defense and settlement thereof, and (C) cooperates with any request by Customer for assistance in defending such Claim; or (v) the Other IP Claims (defined below). Customer shall have no liability under this paragraph for any alleged infringement based, in whole or in part, on (1) the use of the Customer Materials for a purpose or in a manner for which such Customer Materials were not intended or designed; (2) any modification made by RMG to the Customer Materials without Customer's approval; (3) any modification made by Customer to the Customer Materials pursuant to RMG's instruction; or (4) any Intellectual Property Right owned or licensed by RMG. "Other IP Claims" means any alleged infringement based, in whole or in part, on any combination of the Service and/or Hardware with Third-Party Software or with Customer or other third party products or with Customer Materials; the use of the Service and/or Hardware for a purpose or in a manner for which the Service and/or such Hardware was not intended or designed; any modification made to the Service or the Hardware without RMG's express written approval; modifications made by RMG pursuant to Customer's instructions or request; any Intellectual Property Right owned or licensed by Customer, or any subsidiary or Affiliate of Customer; or compliance with designs, plans or specifications of Customer.

(b) RMG shall indemnify, defend and hold Customer harmless from and against any and all losses, costs, liabilities or expenses (including but not limited to reasonable attorney's fees) arising from: (i) a Claim resulting from the willful misconduct or grossly negligent acts or omissions of RMG, or (ii) a third party Claim that the Service or Hardware purchased by Customer and used by Customer in accordance with this Agreement infringes a U.S. patent or copyright, provided that, Customer (A) promptly notifies RMG in writing of such claim; (B) grants RMG sole control over the defense and settlement thereof; and (C) cooperates with any request by RMG for assistance in defending such Claim. Should the Service or any such Hardware become, or in RMG's opinion be likely to become, the subject of such a Claim, RMG may, at its option and expense, procure for Customer the right to make continued use thereof, whether through obtaining a license or some other means; replace or modify the Service or such Hardware so that it becomes non-infringing; request, as applicable, Customer discontinue using the Service and refund the unused pro-rate amount of the pre-paid Subscriptions Fee; or request return of the Hardware by Customer and refund the price paid by Customer for such Hardware less straight line depreciation based on a three (3) year useful life. RMG shall have no liability under this Section 9(b) for any alleged infringement based, in whole or in part, on (1) any combination of the Service and/or Hardware with Third-Party Software or with Customer or other third party products or with Customer Materials; (2) the use of the Service and/or Hardware for a purpose or in a manner for which the Service and/or such Hardware was not intended or designed; (3) any modification made to the Service or the Hardware without RMG's express written approval; (4) modifications made by RMG pursuant to Customer's instructions or request; (5) any Intellectual Property Right owned or licensed by Customer, or any subsidiary or Affiliate of Customer; or (6) compliance with designs, plans or specifications of Customer (each, and collectively the "Excluded IP Claims"). THE FOREGOING CONSTITUTES RMG'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT CLAIM ARISING HEREUNDER.

(c) Promptly after receipt by a RMG Indemnitee or Customer, as applicable (each, an “Indemnitee”) of notice of actual or threatened commencement of any Claim of which an Indemnitee is entitled to indemnification under this Section, the Indemnitee will notify the indemnifying party (the “Indemnitor”) of such Claim. No delay or failure to so notify Indemnitor will relieve Indemnitor of its obligations under this Agreement except to the extent that Indemnitor has suffered material prejudice by such delay or failure. Within thirty (30) days following receipt of notice from the Indemnitee relating to any such Claim, but no later than fifteen (15) days before the date on which any response to a complaint or summons is due, if applicable, Indemnitor will notify Indemnitee that Indemnitor will assume control of the defense and settlement of such claim (a “Notice of Assumption”). If Indemnitor delivers a Notice of Assumption within the required notice period, Indemnitor will assume control (subject to the Indemnitee’s right to participate at its cost and expense) over the defense and settlement of the Claim and diligently defend the Claim; provided, however, that: (i) Indemnitor will keep the Indemnitee fully apprised as to the status of the defense; and (ii) Indemnitor will obtain the prior written approval of the Indemnitee before entering into any settlement of such Claim asserting any Losses against the Indemnitee, imposing any obligations or restrictions on the Indemnitee, involving any admission on the part of the Indemnitee, ceasing to defend against such Claim or otherwise adversely impacting the Indemnitee. If Indemnitor does not deliver a Notice of Assumption within the required notice period, or if, after the assumption of the defense by Indemnitor, Indemnitor fails to defend the Claim diligently to the Indemnitee’s reasonable satisfaction, the Indemnitee will have the right to defend the Claim in such manner as it may deem appropriate. Indemnitor will promptly reimburse the Indemnitee for all Losses incurred by the Indemnitee in connection therewith to the full extent of Indemnitor’s indemnification obligation under this Section.

10. Confidentiality

(a) Definition of Confidential Information. “Confidential Information” will mean all information, technical data or know-how, in whatever form, which the disclosing Party (the “Discloser”) transmits to the receiving Party (the “Recipient”) in any manner, even if disclosed to Recipient prior to the Effective Date, relating to the properties, business activities or operations of Discloser, including, without limitation, (i) all information of Discloser disclosed in writing or other tangible form and that is plainly marked by Discloser as “confidential” or “proprietary” or other similar wording; (ii) all information of Discloser that is not known to the public, without regard to the form in which such information is disclosed; (iii) any and all of the foregoing which is prepared by Recipient or its employees or agents that contains, reflects or is based upon, in whole or in part, any of the Confidential Information; (iv) the contents of discussions and negotiations between the parties hereto concerning this Agreement, and the content of the Agreement between the parties hereto itself; and (v) any information or materials that, under the circumstances of disclosure, would reasonably be expected or understood to be confidential. Notwithstanding anything to the contrary, the RMG Software, the Documentation, the RMG Content, the Service, Professional Services and deliverables are each Confidential Information of RMG. Confidential Information will not include information that Recipient can demonstrate: (A) is or (through no improper action or inaction by Recipient or any Affiliate, agent, consultant or employee of Recipient) becomes available to the general public; (B) was lawfully in the possession of or known by Recipient on a non-confidential basis at the time of disclosure by Discloser; (C) was received on a non-confidential basis from a third party that to the Recipient’s knowledge had a lawful right to disclose such information; or (D) was independently developed by Recipient without reference to or use of the Discloser’s Confidential Information.

(b) Non-Disclosure and Use. Recipient will not use the Confidential Information of Discloser for any purpose other than in furtherance of this Agreement. Recipient will not disclose Discloser’s Confidential Information to any person or entity other than Recipient’s employees, Users, agents, advisors and representatives with a need to know the Confidential Information in order to carry out the purpose of this Agreement and who agree to be bound by Recipient’s obligations under this Agreement with regard to nondisclosure and use of such Confidential Information (each a “Representative”). Recipient agrees that it (and that its employees, Affiliates, agents or Representatives) will not reverse-engineer, decompile or disassemble any part of, or remove any proprietary marking from, Discloser’s Confidential Information.

(c) Care. Recipient will use at least the same degree of care to safeguard and to prevent disclosure to third parties of Discloser’s Confidential Information as it employs to safeguard its own information of a similar nature, but in no event less than reasonable care. Recipient will promptly (i) notify Discloser in writing of the details and circumstances of any unauthorized disclosure, misuse or misappropriation of any of Discloser’s Confidential Information (an “Unauthorized Use”) which may come to Recipient’s attention; (ii) use reasonable efforts to rectify or cure such Unauthorized Use and retrieve any such disclosed Confidential Information; and (iii) use reasonable efforts to provide assistance to and cooperate with Discloser to rectify or cure such Unauthorized Use and to prevent further Unauthorized Use.

(d) Mandatory Disclosure. If Recipient becomes legally compelled to disclose any of Discloser’s Confidential Information, Recipient will (i) if lawfully permitted to do so, promptly notify Discloser of such requirement before any disclosure is made so that Discloser may seek a protective order or other appropriate remedy limiting disclosure or use of such information; and (ii) provide reasonable assistance to

Discloser to seek such remedy at Discloser's expense. If such protective order or other remedy is not obtained, Recipient may furnish only that portion of such Confidential Information that, in the written opinion of its legal counsel, it is legally required to disclose, and Recipient agrees to make commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to the Confidential Information.

(e) Ownership. Discloser will retain the title and full ownership rights to its Confidential Information. No license, express or implied, in the Confidential Information is granted to Recipient other than to use the information in the manner and to the extent authorized hereunder.

(f) Return of Confidential Information. Upon the written request of Discloser, all of Discloser's Confidential Information in tangible form will be, at Discloser's sole discretion, either promptly returned to Discloser or promptly destroyed by Recipient, and in either case not retained by Recipient or its Affiliates in any form. Notwithstanding anything to the contrary herein, Recipient's legal department may retain an archival copy of all or any portion of Discloser's Confidential Information to the extent required by applicable Law or for the purpose of defending or prosecuting Claims relating to this Agreement. The rights and obligations of the parties hereto regarding the non-disclosure and use of Confidential Information exchanged under this Agreement will survive any return, retention or destruction of any Confidential Information.

(g) Remedies. The parties hereto acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Section 10, and that any such breach may cause immediate and irreparable harm. Each Party agrees that, in the event of any breach or threatened breach of this Section 10 by Recipient, Discloser will be entitled, in addition to all remedies otherwise available at applicable Law or in equity, to seek injunctive relief and specific performance (without the necessity of proving actual damages or posting a bond, cash or otherwise).

11. Proprietary Rights

(a) RMG and its licensors shall retain all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to the RMG Software, the Service, the RMG Content and to all RMG intellectual property and any enhancements, modifications or derivatives thereof. Customer may not distribute, promote, or otherwise use any information or materials relating to the RMG Software or the Service for any external use without the express prior written consent of RMG or as otherwise specifically permitted herein. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted hereunder is exchanged between the parties hereto. RMG and its licensors retains all rights to any related work product delivered hereunder and Customer acknowledges and agrees that it obtains no rights to such work product as a "work made for hire" as that term is defined in Section 101 of the United States Copyright Act or any comparable provision under the laws of other jurisdictions. Customer shall not (i) modify, copy or create derivative works based on the RMG Software or the Service; (ii) frame or mirror any content forming part of the RMG Software or the Service, other than on Customer's own intranets or otherwise for its own internal business purposes in accordance with the provisions of this Agreement; (iii) reverse engineer the RMG Software or the Service; or (iv) access or use the RMG Software or the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the RMG Software or the Service.

(b) During the Term, Customer hereby grants to RMG and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, fully-paid, and sublicensable right and license to use, execute, reproduce, display, perform, modify, enhance, and distribute, and to make Improvements to, the Customer's intellectual property and any other materials, content (including Customer Content), information and other intellectual property provided by Customer (collectively, "**Customer Materials**") solely for RMG to fulfill its obligations and exercise its rights hereunder.

12. Disaster Recovery

RMG shall maintain a disaster recovery plan and shall use commercially reasonable efforts to perform such plan in a timely manner upon the occurrence of a Force Majeure Event. In the event a Force Majeure Event occurs and this affects RMG's ability to backup Content or other data from the previous 24 hours, Customer acknowledges and agrees that such Content or other data may not be recoverable and accepts responsibility for re-entry of the Content or other data.

13. Term and Termination

(a) Term of Agreement. This Agreement commences on the Effective Date and continues until all Subscriptions hereunder have expired or have been terminated. In the event that no Order is then in effect, either Party may terminate this Agreement, any PO or SOW at any time, in whole or in part, for convenience without further liability or obligation to the other Party or any third party (except for Customer's payment obligations hereunder) upon sixty (60) days' prior written notice to the other Party.

(b) Term of Subscriptions. The initial Subscription Term is for the period beginning upon the date of Customer's access to the Service or as otherwise described in an Order unless terminated earlier as provided in this Agreement (the "Initial Term"). After the Initial Term, the Subscription Term will automatically renew for additional periods equal to the expiring subscription term or as otherwise stated in the Order (each, a "Renewal Term"), unless either Party provides the other Party with written notice of non-renewal at least sixty (60) days prior to the expiration of the relevant subscription term. The Initial Term and any Renewal Terms are collectively referred to as the "Term." Termination or expiration of this Agreement will not terminate existing Orders, each of which will survive until the end of their applicable terms, and the terms of this Agreement will continue to apply to such Orders. The per-unit pricing during any automatic renewal term will be at RMG's then-current rates.

(c) Termination for Insolvency. This Agreement and any Order will terminate automatically if either Party: (i) makes a general assignment for the benefit of creditors; (ii) is adjudicated bankrupt; (iii) files a voluntary petition for bankruptcy or reorganization, or involuntarily has a petition filed against it for an adjudication in bankruptcy or reorganization and such petition is not stayed, discharged or dismissed within fifteen (15) days; (iv) voluntarily applies for the appointment of a receiver, trustee or custodian for any of its property or assets, or involuntarily permits the appointment of a receiver, trustee or custodian for any of its property or assets that is not stayed, discharged or dismissed within fifteen (15) days; (v) makes an admission in writing of its inability to pay debts as they become due; (vi) commences or has commenced against it any proceeding relating to the relief or readjustment of indebtedness of such Party; (vii) has any of its facilities foreclosed by any financial institution; or (viii) ceases, or announces its intention to cease, to do business for any reason.

(d) Termination for Breach and Service Turn-Off Rights. Either Party may terminate this Agreement and any Order immediately upon written notice to the other Party in the event that the other Party is in material breach or default under this Agreement, any Schedule, or any Order, and fails to remedy such breach within thirty (30) days of notice thereof from the non-breaching Party. If Customer materially breaches the terms of this Agreement, including but not limited to non-payment of Fees not then under bona fide dispute, RMG may immediately turn off Customer's access to the Service.

(e) Payment for Services; No Refunds. Upon the expiration or termination of this Agreement or any Order, Customer will accept and promptly pay for any Services actually provided to Customer as of the Effective Date of expiration or termination. In addition, in the event of a termination by RMG pursuant to Sections 13(c) or 13(d), Customer will reimburse RMG for all costs and expenses incurred by RMG under any terminated Order, plus all Losses incurred by RMG due to any breach by Customer. The parties hereto agree that in no event will any Fees or prices be refundable upon termination or expiration of this Agreement or any Order for any reason.

(f) Survival. The following Sections (and any Schedules referenced in such sections) will survive any expiration or termination of this Agreement: Sections 5(b), 5(d), 6, 7, 8, 9, 10, 11, 14, and 15(b), 15(c), 15(f) through 15(j).

14. Monitoring

During the Term Customer will provide to RMG or its internal and external third-party(ies), access, at all reasonable times, to the location(s) where Customer is accessing or using the Service, and to Customer's personnel and other resources reasonably requested by RMG for the purposes of determining Customer's compliance with the usage, storage, bandwidth and any other limits as described in this Agreement and in any Order. Customer will make the information and resources reasonably required by RMG and will assist RMG and its internal or external third-party(ies) as necessary.

15. Miscellaneous

(a) Except for Customer's payment obligations hereunder, each Party shall be excused from performance of its obligations pursuant to the Agreement for any period and to the extent that it is prevented from performing such obligations, in whole or in part, as a result of delays caused by an act of God, severe weather, hurricanes, earthquakes, flood, war, civil disturbance or civil commotion, court order or any other cause over which it does not have reasonable control, including internet or communication problems (including internet service provider or hosting facility failures or delays involving hardware, software or power systems not within RMG's possession or reasonable control), (a "Force Majeure Event").

(b) The section headings contained in this Agreement are for reference purposes only and will not affect in any way affect the meaning or interpretation of this Agreement. The words "include" or "including" when used herein are not exclusive and mean "include, without limitation" and "including, without limitation," respectively. The parties hereto and their respective counsel have had an opportunity to fully negotiate this Agreement. Accordingly, this Agreement will not be construed against any Party as the principal draftsman hereof.

(c) RMG may identify Customer as a RMG customer and may display Customer's logo but only in connection with such identification. RMG shall not otherwise display Customer's logo, and shall not utilize other trademarks or service marks of Customer without Customer's consent, which consent shall not be unreasonably withheld, delayed or conditioned. Except as is required by rules governing disclosures by publicly traded companies, RMG may not issue any press, media or publicity releases or give statements to the media identifying

Customer or relating to this Agreement without Customer's consent, which consent shall not be unreasonably withheld, delayed or conditioned.

(d) RMG will use commercially reasonable efforts to maintain reasonable controls, practices and procedures related to security and privacy, as well as disaster recovery and back-up procedures necessary for its performance hereunder.

(e) RMG's failure to perform, or delay in performing, its responsibilities under this Agreement will be excused if and to the extent that its non-performance is proximately caused by: (A) the failure of (i) Customer to perform its specified obligations under this Agreement, or (ii) any Customer third-party contractor to perform its obligations under the applicable contract between such Customer third-party contractor and Customer; (B) any act performed or omitted by RMG at the specific request of Customer; or (C) any act performed by Customer (including its personnel or third-party contractors) to the extent that such act was not otherwise agreed upon by the Parties.

(f) Each Party acknowledges that the other Party may be subject to regulation by agencies of the U.S. Government, including, but not limited to the U.S. Department of Commerce, which prohibit export or diversion of certain technical products to certain countries. Each Party warrants that it will comply in all respects with the Export Administration Regulations and all other export and re-export restrictions as may be applicable to its performance hereunder.

(g) Customer represents and warrants that will comply with, and in its obligations to RMG will not take any action or omit any action that would cause either Party to be in violation of any applicable anti-corruption Laws and regulations under such Laws including the U.S. Foreign Corrupt Practices Act, Canada's Corruption of Foreign Public Officials Act, and the U.K. Anti-Bribery Act. For the avoidance of doubt, any violation of this Section 15(g) shall be deemed to be a material breach of this Agreement.

(h) This Agreement, all transactions between, and the rights and obligations of the Parties will be governed, construed and interpreted in accordance with the laws of the State of Texas, without reference to conflict of Laws principles. BOTH PARTIES IRREVOCABLY WAIVE TRIAL BY JURY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT. The Parties agree that their respective rights and obligations under this Agreement will be solely and exclusively as set forth in this Agreement, and that the 1980 United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified, will not apply to this Agreement and are hereby disclaimed. If Customer is a government entity or entitled to assert sovereign immunity or immunity under the Eleventh Amendment, Customer acknowledges that its obligations hereunder are of a commercial, non-governmental nature and accordingly waives any such immunity.

Any Claim arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). All Claims shall be in the English language. Any such arbitration shall be held in Dallas, Texas. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "**Class Action Waiver**" immediately below.

Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("**Class Action**"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

(i) All notices, demands and other communications shall be in writing and shall be deemed to have been given if delivered personally, or three days after mailing by certified mail (return receipt requested) or overnight carrier to the respective addresses listed on an Order or cover page or to such other address as either Party may designate by providing notice in accordance with this Section.

(j) If any provision(s) of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. At any time, the failure or delay of either Party to enforce any of the provisions of this Agreement will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party later to enforce such provision. The express waiver by either party hereto of any provision of this Agreement will not constitute a waiver of any future obligation to comply with such provision.

(k) Neither party hereto may assign its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld; provided that RMG may, upon thirty (30) days' written notice, assign any or all of its rights or obligations without the prior consent of Customer to an Affiliate of RMG. Any purported assignment in violation of this covenant shall be null and void. Subject to the foregoing, this Agreement will be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. All Third-Party Providers shall be third-party beneficiaries to this Agreement.

(l) Customer acknowledges and agrees that all Third-Party Providers shall be third party beneficiaries to this Agreement. Such Third-Party Providers may seek any legal remedy to enforce their rights, including but not limited to their Intellectual Property Rights, directly against Customer.

(m) This Agreement, including the Schedules, hereto and all attached Orders, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof, respectively, and supersede all previous and contemporaneous agreements and understandings, whether oral or written, with respect to the subject matter hereof and thereof. All remedies stated in this Agreement, except where stated as exclusive, are cumulative and in addition to all other remedies available hereunder, or at Law or in equity. Both Parties can modify this Agreement only by a writing signed by each Party.

SCHEDULE A
HELP DESK

RMG offers two levels of support: Standard Support and Premium Support (each, a “Support Plan”).

1. SUPPORT AVAILABILITY

- A. Standard Support. Standard support for the Service is available to Customer at no additional charge and is available from, Monday – Friday, 7A.M. – 7 P.M. US Central Time Zone excluding RMG holidays.
- B. Premium Support. Premium support is available 24 hours per day, 7 days a week, 365 days a year and can be purchased by Customer pursuant to an Order.
- C. After-Hours & Holiday Support. Additional support fees are due for after-hours and Weekend Emergency Technical Support and Holiday Emergency Technical Support (RMG Networks Holidays).

2. SUPPORT SERVICES

- A. Included Services. Provided that Customer complies with the terms of this Agreement, including but not limited to Section 1(B) below, RMG will provide the applicable support availability, response times, and services as described herein.
- B. Excluded Services. RMG is not obligated to provide any services beyond those offered in the Customer’s Support Plan. RMG only supports the then-current, generally available RMG Software major release version, the immediately previous major release version, and all update versions (including minor releases versions, path or hot fix versions). Customer acknowledges and agrees that there is no warranty of backward compatibility.
- C. Customer’s Responsibilities. Customer shall:
 - (i) pay all Fees due under this Agreement and this Exhibit;
 - (ii) pay for any on-site support at RMG’s then-current rates and pay for expenses incurred by RMG to perform on-site support (including expenses for travel, labor and lodging);
 - (iii) pay RMG’s then-current rates for any support not covered by Customer’s Support Plan;
 - (iv) grant RMG appropriate access to Customer’s network, as needed;
 - (v) comply with RMG’s recommended or required implementations regarding any upgrades and updates;
 - (vi) install and maintain hardware needed for the Service; and
 - (vii) indicate the following in any request for support: name, company, telephone number, description of the problem, whether the applicable Service or RMG Software is inoperative, and when Customer will be available to receive a return call from RMG.

RMG Networks Contact Information and Hours	
For Customers in North America	
HELP DESK	1-844-858-9585 Mon – Fri 7am-7pm (0700 – 1900) US Central Time
SALES LINE	1-972-578-8484
EMAIL (M-F, 7a-7p Central Time)	support@korbyt.com
<u>HOURS:</u>	<p><u>RMG Gold Support:</u> Support is available from, Monday – Friday, 7A.M. – 7 P.M. US Central Time Zone excluding RMG holidays.</p> <p><u>RMG Platinum Support:</u> Support is available 24 hours per day, 7 days a week, 365 days a year.</p>

RESPONSE TIME AND UPDATE FREQUENCY

Severity Level	Problem Definition	Response Time	Response Updates
1	Severe. A severity one (1) issue is a catastrophic production problem which may severely impact Customer's business operations or productivity in which the Service is not available or fully not functioning.	<60 minutes	Once per business day
2	Major. A severity two (2) issue: The Service is functioning in a severely reduced capacity. The situation is causing significant impact to portions of Customer's business operations and productivity.	<5 hours	Once per business day
3	Minor. A severity three (3) issue is a medium-to-low impact problem which involves partial non-critical Service functionality loss, one which impairs some operations but allows the Service to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to Customer's operation and issues in which there is an easy circumvention or avoidance by the end user.	<13 hours	Every other business day
4	Request. A severity four (4) issue is for a general usage question or recommendation. There is no impact on the quality, performance or functionality of the Service.	<25 hours	Once per week

Certain issues that require more troubleshooting, Service or software changes, corrupted data bases, network issues, policy and security issues, or system fixes may require a longer response time. Under these situations, RMG may provide the Customer with estimates regarding resolution. The response times listed are targeted response times offered on the basis of commercially reasonable efforts, and do not constitute a service level agreement, warranty or other commitment and have no penalty or other consequences associated with failure to meet such times.

SCHEDULE B

HARDWARE TERMS AND CONDITIONS

1. DELIVERY AND TITLE

A Shipping and Delivery.

(i) Subject to subpart (ii) of this Section 1(A), RMG will ship the Hardware FCA Shipping Point (INCOTERMS 2010); provided, that Customer will reimburse RMG the shipping and insurance costs. RMG will use Customer's preferred carrier if Customer provides RMG with necessary information and instructions. Otherwise, RMG is responsible for delivering the Hardware to its preferred common carrier with RMG's preferred routing instructions, obtaining all appropriate shipping documents, and assuring that the Hardware has been insured for its replacement cost.

(ii) Delivery of the Hardware will be subject to availability of the Hardware. However, any dates quoted for delivery of the Hardware are approximate only, and RMG will not be liable for any delay in delivery of the Hardware, regardless of cause.

B Title to Hardware. Title and ownership of the Hardware will pass to Customer upon Customer's payment for the Hardware.

C Risk of Loss. Risk of loss to the Hardware will pass to Customer upon delivery of the Hardware to the carrier. Customer assumes risk of loss or damages to the Hardware while the Hardware is in transit to Customer. Within ten (10) business days of receipt of the Hardware (or three calendar days for third party displays/TVs), Customer will inspect the Hardware and inform RMG of any damages thereto. Should Customer not notify RMG of any damage incurred during shipment of the Hardware within the applicable period, RMG will be relieved of all responsibility and liability with respect to the damaged Hardware, and Customer will be responsible for any damage claim, repair or replacement of such damaged Hardware. These terms also apply to any Hardware provided to Customer in connection with any warranty for Hardware. Notwithstanding anything in the Agreement and this Attachment to the contrary, risk of loss and title thereto is not subject to Customer's acceptance of the Hardware.

2. WARRANTIES

A Limited Warranty. RMG warrants that the supplied Hardware will be materially free from defects and workmanship for a period of one (1) year, commencing on the date of shipment, subject to the following limitations:

- (i) the limited warranty extends only to Customer and is not assignable or transferable to any subsequent purchaser or end user;
- (ii) Unless Customer purchases an Extended Warranty Plan with the Advance Shipper option as described in below, Customer will bear the cost of shipping the Hardware to the Customer technical support department of RMG. Customer will bear the cost of shipping the Hardware back to Customer after the completion of service, or to ship replacement Hardware if RMG elects replacement as Customer's remedy under this limited warranty; and
- (iii) Customer complies with any additional warranty procedures that may be provided from RMG from time to time;
- (iv) A repair on warranted Hardware is good only for the balance of the warranty, or for ninety (90) days from the date of the repair, whichever is longer.
- (v) at Customer's expense, uninstall, pack and ship any Hardware needing Support to the address provided in the Return Material Authorization or at <http://www.rmgnetworks.com/company/returns>;
- (viii) install any replacement Hardware when received;

B Warranty Exclusions. The limited warranty provided for in Section 2(A) herein does not cover:

- (i) defects or damages resulting from use of the supplied Hardware in other than its normal and customary manner, or in an environment or in a manner or for a purpose for which the Hardware was not designed;
- (ii) defects or damages from incorrect or abnormal use, abnormal conditions (including without limitation, results of force majeure event), power surges or other irregularities, failure to perform recommended maintenance or improper maintenance, improper handling, or storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair (successfully or not), or had parts replaced by any party other than RMG or an RMG authorized repair facility, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of RMG, including damage caused by shipping, spills of food or liquid;
- (iii) breakage or damage unless caused directly by defects in material or workmanship;
- (iv) claims in which the technical support department at RMG was not notified by Customer of the alleged defect or malfunction of the supplied Hardware during the applicable limited warranty period;
- (v) Hardware which have had the serial number removed or made illegible;
- (vi) Hardware that was not purchased by Customer from RMG or its authorized resellers;
- (vii) claims caused by Third-Party Materials;
- (viii) damage due to normal wear and tear;
- (ix) consumables such as fuses and batteries; or
- (x) any other cause not wholly and directly attributable to a defect in the Hardware.

C Warranty Remedies. As Customer's sole and exclusive remedy for any warranty claim with respect to Hardware, during the warranty period, RMG will, at its sole option, either repair, replace or refund the Hardware Purchase Price of any supplied Hardware that is covered under this limited warranty. RMG will not be required to repair or replace more than the components of the Hardware actually found to be in breach of the limited Hardware warranty provided in this Attachment, and repaired or replaced Hardware will be warranted under this Attachment only for the remaining portion of the original warranty period. RMG may elect, at its sole option, to use functionally equivalent re-conditioned, refurbished or new units or parts of any units. In addition, RMG will not back-up any data or Content that Customer has added to the Hardware. Where Customer returns any Hardware, and after evaluation, RMG finds no non-conformity to the warranty, RMG may return the Hardware to Customer, and Customer shall pay RMG its standard "no trouble found" ("NTF") or equivalent fee.

D Third-Party Hardware. Third-party Hardware warranty and support is only available from the manufacturer, except under separate agreement. RMG does not provide any services for Third-Party Hardware that is not manufactured by RMG. These products fall under the normal pass-through warranties provided by the manufacturer. RMG will pass-through to Customer any applicable Third-Party Hardware warranties from Third-Party Providers that RMG is legally able to transfer.

3. **HARDWARE EXTENDED WARRANTY PLANS**

Two Extended Warranty Plans which continue the repair or replacement benefit for non-conforming Hardware are available for purchase by Customer. Either type of plan must be purchased only at the time, and as part, of the original Hardware purchase for the full term of the applicable plan: (a) **Hardware Extended Warranty Plan with the Advance Shipper feature:** Priced at a percentage of the then current list price of all Hardware covered, as specified in the current price list, per year, Customer may select the Hardware Extended Warranty Plan with the Advance Shipper feature for the first three (3) years beginning with the original purchase of RMG Hardware, providing a total of three years' warranty coverage. If Customer has purchased this feature, and it notifies RMG that Hardware provided under this Agreement does not conform to the applicable warranty, and RMG has issued the appropriate return materials authorization: (i) RMG will ship, at Customer's expense, replacement Hardware to Customer; Customer may select and pay to receive the replacement Hardware the next business day after receipt of Customer's notice, or pay for and use standard shipping instead; and (ii) Customer will provide paid transport to return the defective Hardware to RMG's facilities once uninstalled by Customer. RMG Networks Smart Screens are not eligible for Advance Shipper Support and (b) **Hardware Extended Warranty Plan (without Advance Shipping feature):** In the alternative, Customer may select a Hardware Extended Warranty Plan as priced at a lower percentage of the current list price of all Hardware

covered, as specified in the current price list per year, that does not include the Advance Shipper feature. If selected, this Plan begins upon expiration of and continues the one (1) year limited Hardware warranty described under Section 2 of this Schedule B for two additional years, providing a total of three years' warranty coverage. With either Extended Warranty plan:

- (i) Third Party Hardware is excluded from the Extended Warranty plans;
- (ii) The terms of Section 2 of this Schedule B, Warranties shall apply to any Extended Warranty plan, except as expressly excluded or changed by this provision;
- (iii) For both plans, Customer will be responsible for removal and reinstallation of the Hardware and any associated costs and for shipping costs each way for the type of delivery desired (overnight or standard shipping);
- (iv) RMG may elect, at its sole option, to use functionally equivalent re-conditioned, refurbished or new units or parts of any units as replacement units;
- (v) RMG may substitute a functionally equivalent model if the Customer's model of Hardware is no longer commercially available; and

RMG retains the right to impose an NTF or equivalent fee for returned Hardware where RMG finds no non-conformity

SCHEDULE C

RMG SOFTWARE INSTALLATION LICENSE AND MAINTENANCE

1. RMG Software License

During the subscription installation license term as identified in an Order, RMG grants and Customer accepts a nonexclusive, revocable, nonsublicensable and nontransferable limited subscription license to install and use the RMG Software pursuant to the provisions of this Schedule C and of the Agreement. The Subscription License Term shall be for so long as Customer remains in compliance with this Agreement and the license has not been revoked by RMG pursuant to the terms hereof. Customer may not: (i) copy, transfer, modify, translate, or create derivative works based on the RMG Software, provided, that Customer may make a single archival copy of the RMG Software for backup; (ii) disable or circumvent any of the security mechanisms provided with or embedded in the RMG Software; (iii) use the RMG Software other than as permitted in the license as well as any other third-party licenses incorporated into the Agreement; (iv) send to RMG, or cause to be sent to RMG, any software, viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying trade secrets, ideas or algorithms of any of the RMG Software, or to otherwise isolate, separate or render suitable for independent use any included element, module, subprogram, or included software within the Software; (vi) tamper with other customer accounts of RMG or its affiliates; (vii) attempt to gain unauthorized access to the RMG Software or its related systems or networks; (viii) create "links" to or from the RMG Software, or "frame" or "mirror" any content forming part of the RMG Software; (vii) lease, distribute, license, sell or otherwise commercially exploit any of the RMG Software or make the RMG Software available to a third party other than as contemplated in the Agreement, including but not limited to using the RMG Software for timesharing, service bureau or other similar purposes; (ix) conceal, alter or remove any title, trademark, service mark, copyright, proprietary or restricted rights notice contained in the RMG Software; or (x) permit anyone else to engage, directly or indirectly, in any of the activities described in subparts (i) through (ix). Customer will promptly disclose to RMG any violation of this paragraph. Customer must maintain access to RMG's server via the RMG Software "call-home" function, or any other then current applicable RMG Software function.

2. RMG Software Maintenance

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