

# END USER LICENSE AGREEMENT

---

November 1, 2023 VERSION

**PLEASE CAREFULLY READ THIS END USER LICENSE AGREEMENT (“AGREEMENT”) BEFORE DOWNLOADING, INSTALLING, OR USING THE SOLUTION. RETINAAD LIMITED WILL LICENSE THE SOLUTION TO YOU ONLY IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT.**

BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED HEREIN, YOU INDIVIDUALLY AND ON BEHALF OF THE BUSINESS OR OTHER ORGANIZATION THAT YOU REPRESENT CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN (A) DO NOT DOWNLOAD, INSTALL, OR USE THE SOLUTION (OR, AS APPLICABLE THE EQUIPMENT IN WHICH THE SOLUTION IS EMBEDDED), AND (B) WITHIN 30 DAYS AFTER RECEIPT OF THE SOFTWARE SOLUTION, EITHER RETURN THE SOFTWARE SOLUTION TO THE APPLICABLE RESELLER FOR FULL REFUND OF THE SOLUTION LICENSE FEE “UNUSED.”

## 1. DEFINITIONS

In this Agreement and in the Entitlements (unless the Entitlement otherwise expressly provides), the following capitalized terms shall have the meaning set forth below:

1. **“Authorized Users”** means the number of users that customer is licensed to have access to Retinaad’s solutions.
2. **“Content”** means any content provided by the Customer or any third party through the Retinaad website, including text, graphics, user interfaces, visual interfaces, photographs, videos, trademarks, logos, computer code and any kind of data generated by Retinaad.
3. **“Concurrent Users”** means the number of Users that Customer is licensed to have concurrently accessing the Software. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.
4. **“Customer”** or **“You”** means the individual or other legal entity or other business, governmental or not-for-profit organization that is identified as Customer or end user in the applicable Entitlement or in the authorized reseller’s invoice for such license to the Software solution.

5. “**Device or Asset**” means any medium such as a screen, LEDs, boards, computer, handset, tablet, laptop, server, switch or router where the Retinaad software solution is used. The device may be a physical or virtual machine, hardware partition or blade.
6. “**Software Solution**” means a copy of Retitrak- Retinaad’s Software solution successfully embedded in or loaded onto any third-party hardware equipment.
7. “**End User**” means the individual or other legal entity or other business, governmental or not-for-profit organization that effectively uses the Software solution of Retinaad.
8. “**End-point**” means any Device that terminates a network connection.
9. “**Entitlement**” means the set of documents issued by (or under authority granted by) Retinaad that specify (i) the Software solution licenses (ii) the license term, (iii) the Licensed Units, (iv) the authorized use, if any, (v) the Customer, and (vi) the license fee charged.

By way of illustration, “Entitlements” may be composed of, among other things, any of the following or combinations of the following, as long as together they meet the criteria of the preceding sentence: written agreement signed by Customer and Retinaad, a product description in the Retinaad price list, a Retinaad invoice, a Retinaad quote, a Retinaad-issued e-license, a Retinaad-issued email transmitting authorization codes, as to Updates, a Retinaad website-posted Services Description Document, or an End User Services Agreement. In the event of inconsistency with respect to any two Entitlement documents or between this Agreement and any Entitlement document, this agreement shall prevail.

10. “**RETINAAD LIMITED**” means the contractual entity as mentioned in the “Retinaad’ Terms of use, notices, governing law, and or venue”.
11. “**Licensed Unit**” means a unit of measure by which customer’s licensed use of Retinaad’s software solution is limited, as specified in the Entitlement. Examples of Licensed Units include, but are not limited to users, sessions, calls, connections, subscribers, clusters, nodes, devices, links, ports, events or transactions. Licensed Units may also be based on throughput (such as gigabytes per second), performance, configuration, bandwidth, interfaces, processing, or geographic scope. Some Licensed Units are defined in this Section 1 and those definitions shall apply to all Entitlements except as otherwise expressly provided in such Entitlements. Such defined Licensed Units include: Authorized Users, Concurrent Users, Device, End-point, Managed Device, Subscriber, and User.

12. **“Managed Device”** is a Device that (1) is recognized by the software solution as authorized to be configured, administered, managed, provisioned, monitored or otherwise acted upon by Retinaad or (2) has been configured, administered, managed, provisioned, monitored or otherwise acted upon by the software solution of Retinaad.
13. **“Network”** means a set of networked devices or other network elements of the customer that are under the common management and operational control of Customer.
14. **“Separately Licensable Feature”** means any module, feature, function, service, application, operation, or capability furnished in combination within other Software (herein, collectively, **“feature”**), which feature is separately licensable from Retinaad or its authorized resellers for additional fee, whether such feature is 'locked' or key-restricted or even if the feature can be activated or used without a Retinaad-issued product activation key.
15. **“Software Solution”** means the solutions program, module, feature, function, service, application, operation, or capability of the Retinaad either (i) identified in an Entitlement as licensed to Customer or (ii) made available to Customer by Retinaad or a Retinaad-authorized reseller for Evaluation Use. “Software” may also consist of an instance either of a Separately Licensable Feature distributed in combination with other Software and or of an Update of other Software. The software solutions provided by Retinaad include;
  - I. Retitrak” i.e. the Proof of play & PosterTrak solutions offered by the technology provider, a proof to show third party clients that the campaigns paid for are actively running.
  - II. “Retimetrix” i.e. the Audience measurement platform (AMP) provided by the technology provider.
  - III. “Retibazaar” i.e. the official marketplace for the technology provider.

or any other solution that may be added by Retinaad from time to time.

16. **“Subscriber”** is a Device, individual, Customer billing record or other identity that is recognized by the Software as authorized (presently, in the past or in the future) to receive services, usage, access or content which were, are or could be provided, managed, distributed, provisioned, billed or otherwise enabled by the Software.
17. **“Subscription License”** means a license to Software with respect to which the entitlement states a finite, fixed term of use for the Software solution and either identifies the license as a “subscription” or expressly

includes the right to Updates throughout the fixed term of use without need to purchase a separate Support Contract.

18. **“Update”** means Software that is an update, upgrade, bug fix or other new releases of other Software. Updates are either **“Major Releases”** (meaning a revision of Software as determined by Retinaad to have significant additional functionality or improved performance, and whose version number is incremented by an integer, such as updates from one version to another or **“Minor Releases”** (meaning a bug fix, maintenance release, service release or a revision of a software solution application determined by Retinaad to be limited to minor additional functionality or corrections of errors, and whose version number is incremented by a decimal, such as going from one version to another.
19. **“Usage Monitor”** means a network management appliance or application software solution furnished to Customer (or approved in writing) by Retinaad for monitoring the use of the Software.
20. **“User”** means Device, individual, Customer billing record or other identity usable to gain access to any Software functionality (whether or not such account is restricted to a particular Device). User may be an individual or another Device. In counting Users for purposes of measuring usage against the licensed number of “Authorized Users” or “Concurrent Users,” if a User can access the Software through another User each such User shall be counted separately.

## 2. LICENSE GRANT

Subject to payment of the applicable fees and subject to the terms of this agreement, Retinaad grants to Customer a non-exclusive and non-transferable license, without right to sublicense, to use the Software, in executable form only, and only within the restrictions and subject to the conditions set forth in this Agreement. Unless otherwise expressly provided for:

1. Single Instance/Single Device. Except to the extent otherwise explicitly stated (including, without limitation, where the license is a “Volume License”) Customer shall use a single instance of the Software on a single use on one or concurrent devices and the quantity of all applicable Licensed Units shall be one (1).
2. Non-transferability of Licensed Units. Unless expressly permitted by Retinaad, quantities of Licensed Units purchased separately are not allowed to be transferred or allocated between or among different licenses or instances of the solutions.

3. Separately Licensable Features and Updates. Unless otherwise expressly stated in an Entitlement purchased by Customer, a license to a particular release of solution shall not entitle Customer to receive or use any separately licensable feature delivered in combination with that Software or any Update of that Software. An access to a separately licensable feature or to an update may specify terms, conditions and restrictions, including different Licensed Units and different term of use, that are different than those of that underlying licensed software solution; provided however, that in no event shall any such access be construed to expand implicitly any terms, conditions or restriction of use of the underlying licensed solution.
4. Volume License. If the Entitlement specifies that it is a Volume License, Customer may allocate the applicable Licensed Units across the licensed number of Software instances provided that (i) such instances are all running on the Customer Network specified in Customer's Entitlement; (ii) the total number of Licensed Units does not exceed the number licensed under that Entitlement and (iii) a Usage Monitor is used to validate (i) and (ii) and to report such usage to Retinaad. Customer shall not alter or disable the Usage Monitor at any time during the term of the Volume License and shall not disable, alter or destroy the Usage Monitor, its connection to Retinaad or any data collected by such Usage Monitor. If the Volume License is granted as to a particular number of Licensed Units, then all licensed copies of the software solutions provided by Retinaad in the Customer Network may not be used to support in the aggregate more than that number of Licensed Units.
5. Updates. Except as expressly provided with respect to Subscription Licenses or as otherwise expressly provided in an Entitlement or Support Contract, Customer shall have no rights in any Update to Software, nor any rights to support services associated with such Software.
6. Subscription License. In case of a Subscription License of Software, Retinaad shall make available to Customer during the term of the Subscription License the Supported Updates (as defined below) solely for support of the Customer's licensed copy(ies) of such Software during the term of the Subscription License, subject to the terms and conditions set forth below:
  1. As used herein, "Supported Updates" as of any particular time during the term of the Subscription License means any Update of such Software then available generally to Customers who have purchased a Subscription License to such Software.
  2. For each Supported Update, the Customer's rights in such Update will be subject to the same terms, restrictions and conditions as apply to the Software (including without limitation

the terms, restrictions or conditions on use set forth in this Agreement.

### **3. USE PROHIBITIONS**

Notwithstanding the foregoing, this license does not permit the Customer to, and Customer agrees that it shall not, alone or through another party:

1. modify, unbundle, reverse engineer, or create derivative works based on the Software solution of Retinaad;
2. make copies of the software
3. remove any proprietary notices, labels, or marks on or in the Software solution;
4. distribute any copy of Retinaad solution to any third party, including embedded software in any equipment sold in any second hand market;
5. distribute any product activation key for the Software provided by Retinaad to any third party;
6. use the Software in any manner that extends or is broader than the uses purchased by customer from Retinaad or its authorized reseller;
7. use Embedded software solution on non-compatible Retinaad specified equipment;
8. disclose the results of testing or benchmarking of the solution to another third party without the prior written consent of Retinaad.
9. attempt to alter or deface any notice or marking on any copy of the Software solution device or attempt to assign or transfer any rights (whether by contract, by operation of law or otherwise) under this Agreement.
10. use any Update to which Customer may otherwise be entitled if either (1) at the time of acquiring such Update, Customer does not already hold a valid license to the original Software or (2) Customer has not paid the applicable fee for the Update (or the Support Contract under which the Update is furnished).
11. deactivate or modify or impair the functioning of any Usage Monitor or any record, log or functionality designed to monitor, measure or limit use of the software solution or compliance with the license terms of this agreement.

12. use the Software or permit any User or any other third party to use the Software in violation of any applicable law or regulation or to support any illegal activity.

#### **4. AUDIT**

Customer agrees to allow Retinaad or its independent professionals the right, at any times during the term of any license to any Software licensed by Retinaad to Customer hereunder and thereafter until three (3) years after the latest termination or expiration date of any such license, to inspect and copy during normal business hours the usage monitor logs, other Software logs and other relevant Customer reserves to verify Customer's compliance with this agreement; provided that any such inspection and copying shall be conducted under reasonable and customary restrictions to protect against use or disclosure of confidential Customer information therein other than as appropriate to verify Customer's compliance with the terms of this License and to enforce Retinaad's rights thereunder. In the event such inspection discloses non-compliance with this Agreement, Customer shall promptly pay to Retinaad the appropriate license fees, plus the reasonable cost of conducting the audit.

#### **5. CONFIDENTIAL INFORMATION**

Retinaad recognises that each party may be exposed to the other party's Confidential Information during the period that this agreement will enure thus each party agrees that during the term, and for an exclusive period of one (1) year following the expiration of such term or license, it shall use the other party's confidential information solely for purposes of performing its obligations and/or exercising its rights under this Agreement and shall not disclose to any third party any Confidential Information of the other party without prior written consent of such other party. Each party may disclose the other party's Confidential Information only to its employees as is reasonably necessary to allow such party to perform its duty under this Agreement and to obtain the benefits thereof, provided that each such employee is under a written obligation of nondisclosure which protects the other party's confidential information under terms substantially similar to those contained herein.

#### **5. PRIVACY POLICY**

The protection of privacy is a fundamental guideline in the development of any technology by Retinaad. Retinaad may collect personal identification information from Users of our platform in a variety of ways, including, but not limited to, when Users visit our site, register on the site, and in connection with other activities, services, features or resources we make available on our Site.

Users may be asked for, as appropriate, email address and contact telephone. Users may, however, visit our site anonymously.

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. We have limited access to your personal data, only to third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality. It is important that the personal data we hold about our client is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

Under certain circumstances, you have rights under data protection laws in relation to your personal data, including the right to access, correct or erase your personal data, object to or restrict processing of your personal data.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## **6. RECORDKEEPING**

Customer shall maintain accurate records as necessary to verify compliance with this Agreement. Upon request by Retinaad, Customer shall furnish such records to Retinaad and certify its compliance with this agreement.

## **8. OWNERSHIP**

Retinaad retains sole ownership of all rights, title, and interests (including copyright) in and to the Software, associated documentation, and all copies of the software solution. Nothing in this agreement constitutes a sale or other transfer or conveyance of any right, title, or interest in the software solution or associated documentation.

## **9. WARRANTY**

Retinaad warrants for the sole benefit of Customer that for a period of ninety (90) days from the start date from when the software solution is delivered, the software solution shall be free from defects in material and associated contingencies under normal authorized use consistent with the product instructions, subject to the following:

1. In addition, with respect to Embedded Software embedded in Retinaad's security products, application acceleration products or certain other Hardware products, as more specifically set forth on in this document and for a period of ninety (90) days from the date a Customer receives Retinaad software solution, Retinaad will provide the Customer that purchased the solution access to one (1) download of the most



recent commercially-available revision of solution that is embedded in such hardware product.

2. In any event, the sole and exclusive remedy of the customer and the entire liability of Retinaad under this limited warranty shall be the replacement of the solutions purchased.
3. Restrictions: No warranty will apply if the Software (i) has been altered, except by Retinaad; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Retinaad; (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident or (iv) has been licensed solely for evaluation use or demonstration use or is beta software or otherwise not commercially released. In addition, Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear, chemical or any other facility, (ii) navigating or operating aircraft or any other transportation vehicle; or (iii) operating life-support or life-critical medical equipment, and Retinaad disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. Retinaad warranty obligations do not include installation, reinstallation or backup support.
4. In no event does Retinaad warrant that the software solution, or any equipment or network running the solution will operate without error or interruption or will be free of vulnerability to intrusion or attack.
5. Nothing in this Agreement shall give rise to any obligation on the part of Retinaad to support the Software. Support services may be purchased separately. Any such support shall be governed by a separate, written support services agreement.
6. Exclusions: Software solution licensed for research and development use, lab use, evaluation use or demonstration use, shall be furnished "AS IS" and without warranty of any kind, expressly or implied.
7. Disclaimer of implied Warranties. Except as expressly provided and to the extent permitted by law Retinaad disclaim all warranties in and to the software solution (Whether express, implied, statutory, or otherwise) Including any implied warranty of merchantability, fitness for purpose purchased and noninfringement, satisfactory quality, non-interference, accuracy of informational content, or arising from a course of dealing, law, usage, or trade practice. to the extent an implied warranty cannot be excluded, such warranty is limited in duration to the express warranty period. because some states or jurisdictions do not allow limitations on how long an implied warranty lasts, the above limitation may not apply. this warranty gives customer specific legal rights, and customer may also

have other rights which vary from jurisdiction to jurisdiction. This disclaimer and exclusion shall apply even if the express warranty fails of its essential purpose.

8. Exclusion of Warranty on Hardware. notwithstanding anything else in this agreement or otherwise, neither Retinaad nor its suppliers will be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability, tort or other legal or equitable theory, regardless of whether Retinaad or its suppliers were advised of the possibility of such damages, for: (i) any punitive, incidental or consequential damages or lost data or lost profits; or (ii) for costs of procurement of substitute goods, technology or services; or (iii) for any claims based on any error, defect or nonconformity in the hardware, products or service, for any amount in excess of the price paid to Retinaad for such defective hardware, product(s) or service; or (iv) for all other claims related to an error, defect or nonconformity in the hardware, products or service any amounts in excess in the aggregate of the amount paid to Retinaad hereunder during the three (3) months preceding the date the cause of action arose.

## **10. EXCLUSION OF CERTAIN DAMAGES**

To the extent permitted by law, neither Retinaad nor its suppliers or licensors shall be liable for any loss of data, cost of procurement of substitute goods or services, or for any special, indirect, or consequential damages arising out of this agreement or relating to the use of the software solution of Retinaad. In no event shall Retinaad or its suppliers or licensors be liable for damages arising from the unauthorised or improper use of any Retinaad or Retinaad-supplied software solution.

## **11. NO LIABILITY TO ANY THIRD PARTY**

THE EXTENT PERMITTED BY LAW, RETINAAD DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO THE SOFTWARE SOLUTION OR ITS LICENSING TO OR USE BY ANYONE OTHER THAN CUSTOMER. Customer shall defend, indemnify and hold RETINAAD harmless from and against any liability, damages, loss or cost (including attorneys' fees) arising out of or relating to any dispute, lawsuit, administrative hearing, arbitration or settlement based on any claim by a party other than Customer relating to the Software originally licensed to Customer (or relating to a service offered by Customer involving use of the Software).

## **12. TERM AND TERMINATION**

This License is granted for the License Duration as specified in your purchase:

Any breach of this License agreement including failure by Customer to pay any applicable fees due shall result in termination of the license granted herein automatically. If a customer commits a breach or failure and the breach or failure is brought to the notice of the customer, failure by customer to cure such curable breach upon notice may result in the termination of any license to Software solution and customer shall promptly destroy or return to Retinaad all copies of the software solutions and related documentation in Customer's possession or control.

### **13. TAXES**

All license fees payable under this agreement are exclusive of tax. Customer shall be responsible for paying taxes arising from the purchase of the license, or importation or use of the Software. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Retinaad prior to invoicing, and Customer shall promptly notify Retinaad if their exemption is revoked or modified.

### **14. EXPORT**

Customer agrees to comply in its use of the Software with all applicable export laws and restrictions and regulations of the United Kingdom, the United states and Nigeria and any applicable foreign agency or authority, and not to export or re-export the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. Customer shall be solely liable for any such violations.

### **15. THIRD PARTY SOFTWARE**

Any asset owner using the software solution of Retinaad whose software is embedded in the Software and any supplier of Retinaad software solution whose products or technology are embedded in (or services are accessed by) the Software shall be a third-party beneficiary with respect to this Agreement, and such licensor or vendor shall have the right to enforce this agreement on behalf of Retinaad.

### **16. CONTENT**

Our software solution allows you to upload, submit, store, send or receive Content. You retain ownership of any intellectual property rights that you hold in that content when you upload, submit, store, send or receive Content to or through our Software, you give Retinaad (and those we work with) a worldwide licence to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes that we make so that your content works better with our software and/or services), communicate, publish, publicly perform, publicly display and distribute such

content. The rights that you grant in this licence are for the limited purpose of operating, promoting and improving Retinaad products, services and software, and to develop new ones. You are bound by this licence even if you stop using our solution. Some Retinaad software solution may offer you ways to access and remove content that has been provided to that software solution. Also, in some of our products & services, there are terms or settings that narrow the scope of our use of the content submitted in those services. Make sure that you have the necessary rights to grant us this license for any content that you submit to our services and/or Software.

## **17. AGGREGATION OF DATA ANALYSES**

Retinaad will be authorized to aggregate the data generated from the use of the purchase of this license as well as data generated from other Retinaad customers, for reasons including but not limited to benchmarking and statistical purposes, under the following cumulative conditions:

1. There will be a minimum of 4 (four) customers composing the aggregated audience data in any given audience data group
2. No single data analyses will ever make up for more than 30% of the data of any given audience data group
3. The name of the Customer will never be mentioned as having contributed to the aggregated audience data, unless with the agreement of the Customer
4. All labels and names entered by the Customer will be made anonym.

## **18. GOVERNING LAW AND LOCALIZED VERSIONS OF THIS AGREEMENT**

This Agreement shall be governed by the laws of Nigeria. The provisions of the U.N. Convention for the International Sale of Goods shall not apply to this Agreement. For any dispute arising under this Agreement, the Parties hereby consent to the personal and exclusive jurisdiction of, and venue in the courts defined in this clause.

## **19. MISCELLANEOUS**

This Agreement constitutes the entire and sole agreement between Retinaad and the Customer with respect to the use of our software, and supersedes all prior and contemporaneous agreements relating to the Software, whether oral or written (including any inconsistent terms contained in a purchase order), except that the terms of a separate written agreement executed by an authorized Retinaad representative and Customer shall govern to the extent such terms are inconsistent or conflict with terms contained herein. Neither any modification to this Agreement nor any waiver of any rights hereunder shall be effective unless expressly assented to in writing by the party to be charged. If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement. This Agreement and associated documentation has been written in the English

language, and the Parties agree that the English version will govern unless otherwise expressly stated in applicable Country-Specific Terms.

## **20. CONTRACTING ENTITY, NOTICES, GOVERNING LAW, AND VENUE.**

In the event of any controversy or dispute between Retinaad and you arising out of or in connection with your use of the software solution, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If both parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party must submit such controversy or dispute to Arbitration under the LCIA (London Court of International Arbitration– 1 Paternoster Lane, London, EC4M 7BQ) rules of Arbitration to which the parties undertake to adhere. If the dispute cannot be resolved through Arbitration, then the parties shall be free to pursue any right or remedy available to them under applicable laws of their individual jurisdiction.