



**S P I N E T I X**™  
N°1 IN DIGITAL SIGNAGE SOLUTIONS

## WidgetONE / WidgetONE Plus Services

Last updated: 19 December 2019

1. These Terms of WidgetONE and WidgetONE Plus Services (Terms) are applicable to and govern your use of the WidgetOne Services. This is a legal document which incorporates the General Conditions, see <https://www.spinetiX.com/legal/general-terms-and-conditions-of-sale>; and (ii) our Privacy Notice see <https://www.spinetiX.com/legal/privacy-notice>.

2. You should read these Terms carefully as they affect your legal rights and govern your relationship with us.

3. In these Terms:

(a) Deliverables means the customized display generated during the WidgetOne Services, including the Software included therein. Other defined terms used in these Terms shall have the meanings defined in the General Conditions;

(b) DSOS™ means the operating system dedicated to digital signage created by SpinetiX;

(c) SpinetiX Player means a digital signage player manufactured by SpinetiX and powered by DSOS™;

(d) Widgets mean simple software in a script format that may be used to dynamically auto-update live data, including data from third parties, displayed on SpinetiX Players and 3rd Party Players;

(e) WidgetONE Services means the display customization of selected Widgets by SpinetiX, or its subcontractors, for use in a Customer's digital signage display using SpinetiX Players and Software. These services are provided under the name WidgetONE or WidgetONE Plus; and

(f) 3rd Party Player means a digital signage player manufactured by 3rd parties and that is certified by SpinetiX to be compatible with DSOS™.

4. WidgetOne Services are services whereby you select a Widget or Widgets and SpinetiX sets-up those Widgets for use in your SpinetiX Player or 3rd Party Player using SpinetiX Software including DSOS™. SpinetiX refers to the WidgetOne Services as WidgetONE and WidgetONE Plus.

5. You may request the WidgetOne Services through communications with SpinetiX personnel via email or other means. Upon receipt of your request SpinetiX will ask you to specify the following:

(a) the Widget or Widgets you would like in your display (components from SpinetiX's Elementi™ software product);

(b) the Widget colours, size, format, and regional settings;

(c) custom-scripted or standard Widget behaviour;

(d) standard or java-scripted Widget interactivity;

(e) single-zone or multi-zone screen content;

(f) whether you would like to integrate the Widget with standard or non-standard data formats; and

(g) any additional information requested by SpinetiX relevant to your desired display parameters.

6. Based on the information provided to SpinetiX, SpinetiX will generate a quotation for the WidgetOne Services either under the category WidgetONE (single Widget, standard services) or the category WidgetONE Plus (single or multiple Widget, customized services). SpinetiX will in its sole discretion determine whether the WidgetOne Services are WidgetONE or WidgetONE Plus services and shall indicate the category of the WidgetOne Services in the applicable quotation. SpinetiX reserves the right to revise its quotation having reviewed the exact technical specifications or if it receives additional information relevant to the quotation.

7. If you approve the quotation, you should issue a purchase order. Subject to there being no outstanding issues, SpinetiX will then email you its acceptance of your purchase order for the WidgetOne Services on the terms set out in the quotation and subject to payment of the full amount of the Price (or such other partial amount specified on the quotation), SpinetiX will provide the WidgetOne Services accordingly.

8. The WidgetOne Services include the following (in each case as may be varied by the applicable quotation):

(a) an initial contact with SpinetiX to discuss your needs for the WidgetOne Services;

(b) an initial mock-up or demonstration version of your desired Deliverables (the requested Widgets);

(c) an initial delivery of your ordered Deliverables; and

(d) following its delivery, you will have the opportunity to request two small changes to the Deliverables, provided you request the changes in writing within 14 days of your receipt of them. SpinetiX will promptly provide an updated output in accordance with your requested changes, provided the changes are minor and do not constitute an expansion of the requested WidgetOne Services (i.e., they are in accordance with the information you have provided to SpinetiX in your requests for the WidgetOne Services). If no changes have been requested within 14 days of delivery, the Deliverables are deemed accepted by you. If you subsequently request any additional work then the cost shall be payable by you.

9. Please note that the Software used to provide the WidgetOne Services contains third party open source software from jQuery and its use is subject to the terms and conditions of such software (GNU General Public License (GPL)). SpinetiX may therefore make available to third parties the Software used to provide the WidgetOne Services, without restriction to the extent that it contains such third party open source software.