

INGENICO GENERAL TERMS AND CONDITIONS FOR SALE OF HARDWARE AND/OR SOFTWARE

Version 2026-1

Any Order issued by **INGENICO** and signed by **CLIENT** shall automatically give rise to the **CUSTOMER's** full and unconditional acceptance of these terms and conditions (the "**General Terms and Conditions**"). The **CUSTOMER** declares that it has read and accepts the General Terms and Conditions. The **CUSTOMER** covenants to make these Terms enforceable against the End User. **CUSTOMER** and **INGENICO** are herein referred to as the "**Parties**" and each a "**Party**".

1. DEFINITIONS

Actual Purchase Amount: the combined Price and Fees for Deliverables purchased by the Customer during a quarter.

Affiliates: means with respect to any Entity, any Entity directly or indirectly controlling, controlled by or under common control with such Entity. "**Control**" shall mean directly or indirectly owning or controlling fifty percent (50%) or more of any class outstanding equity interest of such person.

Agreement: these General Terms and Conditions, their Schedules and each Order. There are therefore as many Orders as there are Agreements.

Applicable Taxes: means any and all VAT, sales taxes, excise taxes, levies, imposts, stamp duty, withholding taxes or similar charges assessed against or payable in connection with the provision of the Deliverables.

Card Schemes: means a central payment network that uses credit and debit cards to process payments.

Change: means a modification **INGENICO** makes to any Deliverable for technical, regulatory or other good reasons.

Claim: means any claim, action or proceeding brought against **CUSTOMER** based upon a substantive allegation that all or part of Deliverables infringe any patent or copyright of any third party.

Confidential Information: means all data, regardless of the medium or nature, relating to **CUSTOMER** or to **INGENICO** or **INGENICO's** Affiliates and designated as being confidential, as well as data not expressly designated as confidential but which should reasonably be deemed confidential by reason of the medium, nature or content is to be considered confidential, including any information relating to systems, Hardware, operations, processes, plans, intentions, product information, marketing opportunities, commercial matters, data models, manuals, training documentation and tools, formulae, ideas, inventions, know-how, forms, methods, prices, financial and accounting data, Hardware and product specifications, systems and technical information. The following data shall also be considered confidential, without need for special mention: (i) financial data, (ii) the terms and conditions of these General Terms and Conditions and any Orders and (iii) user manuals and guides relating to Deliverables.

Customer: means any Entity issuing or accepting an Order.

Data: means relating to the **CUSTOMER's** activity, of any nature or form, including Personal Data, collected or processed by **INGENICO** as part of the Services.

Data Privacy Regulation: means the applicable law and/or regulation setting forth the rules governing the processing of Personal Data, including collection, consultation, recording, organization, storage, use, disclosure, combining, archiving, destruction of Personal Data.

Deliverables: means together the Hardware and/or the Software.

Delivery Location: means the premises identified in the Order, where Deliverables should be presented for Delivery.

Delivery: means the first presentation by **INGENICO** of the Deliverables to the Delivery Location

Discloser Party: means the Party disclosing Confidential Information to the other Party.

Download: means the process of transferring software and data from an **INGENICO** server to a Terminal and remotely modifying the content of the Terminal memory.

Effective Date: means in respect of these General Terms and Conditions, the date on which an Order is accepted by **CUSTOMER** or **INGENICO**.

Entity: means an individual, corporation, limited liability company, partnership, trust, association, joint venture, unincorporated organization or entity of any kind or nature, or a governmental authority.

Export Control Laws: means any law or regulation regarding export, re-export, transfer and import controls in the United States of America, the European Union, any European Union member state, the United Kingdom, and any other jurisdiction where **INGENICO** and its affiliates conduct business.

Fees: means any fees described in Section "PRICES AND PAYMENT".

Force Majeure Events: means terrorist activities, riots, insurrection, war, strikes, epidemic or pandemic, including COVID-19, governmental action, earthquake, failure, delay or interruption attributable to third parties including, but not limited to, providers of communications services, or any other cause beyond the control of the affected Party.

Hardware: means the hardware part of an Ingenico payment terminal which provides user interface, magnetic stripe card swipe, EMV reader, biometric sensors, 1D/2D code capture and/or contactless technology, to perform transactions, including payment transactions, and provided by Ingenico under an Order.

INGENICO: means a direct or indirect Affiliate of Banks and Acquirers International Holding S.A.S., incorporated at the Companies and Trade Registry (RCS) of Nanterre, under n° 814 767 216, and having its registered office located at 13-17, rue Pagès, 92150 Suresnes, France, issuing or accepting an Order.

Initial Term: has the meaning set out in Section "Term".

Intellectual Property Rights or IPR means any or all of the following: (a) patents, patent applications and related patent rights, including but not limited to divisions, continuations, continuations in-part, renewals, reissues, and extensions thereof; (b) rights associated with works of authorship, including copyrights and registrations therefor, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets; (d) rights relating to the protection of know-how; (e) rights relating to the protection of trademarks, service marks or trade names; and (f) all priority rights related to the foregoing under applicable conventions.

Items: means the Deliverables, and all documentation and Confidential Information.

License Fee: means the fee to be paid to **INGENICO** by **CUSTOMER** under an Order as consideration for a license granted to **CUSTOMER** for use of Software (excluding the Terminal OS) as described in Section 5.

Marks: means **INGENICO's** trademarks, as updated by **INGENICO** from time to time.

Order: means an offer to contract including the General Terms and Conditions. **Personal Data:** means all data and information relating to **CUSTOMER** provided to **INGENICO** by or on behalf of Customer or otherwise collected or obtained, stored, processed or used by Ingenico in connection with the performance of the General Terms and Conditions that consists of information or data naming or identifying individuals and explicitly defined as a regulated category of data under the applicable Data Privacy Regulation.

Prices: means the prices for Hardware described in Section "PRICE AND PAYMENT".

Recipient Party: means the Party receiving Confidential Information from the other Party.

Repair KPI: means the period to Repair repair or replace terminal covered by warranty in days from the date of receipt of such defective Terminal HW at **INGENICO** repair facility, as detailed in the Order.

Sanctioned Country: means a country, territory or geographical region which is itself the subject or target of any Sanctions that comprehensively prohibit dealings with that country, territory or geographical region (at the time of this Agreement, Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine, the Luhansk People's Republic, Russian Republic and Donetsk People's Republic).

Sanctioned Person: means any person that is: (a) listed on any list of persons subject to Export Control Laws or Sanctions Laws, (b) a governmental agency, authority, or body or state-owned enterprise of any Sanctioned Country or Venezuela, (c) owned, controlled, or acting on behalf or at the direction of (as those terms are defined by the relevant Sanctions Laws or in guidance issued by a governmental authority) (directly or indirectly) by any one or more of the persons referred to in (a) or (b), or (d) otherwise the subject of any Export Control Laws or Sanctions Laws.

Sanctions Laws: means economic or financial sanctions, requirements or trade embargoes imposed, administered or enforced from time to time by: (i) the United States, including, but not limited to, those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, or the U.S. Department of State; (ii) the United Nations Security Council; or (iii) the European Union and its Member States; (iv) His Majesty's Treasury of the United Kingdom, and (v) any other jurisdiction where **INGENICO** and its affiliates conduct business.

Services: means the services provided by **INGENICO** to **CUSTOMER** under an Order, as described in the Schedules.

Software: any software program which, unless expressly agreed otherwise in writing is in a binary form (i.e.: object code or a compiled and version-controlled collection of software components packaged in a form suitable for deployment on the Hardware or a server), is developed and certified by **INGENICO**, including the Terminal OS software, designed to run on the Hardware or, as applicable, on a server, delivered hereunder or otherwise obtained from **INGENICO** and downloaded in the Hardware when applicable.

Software Specification: means the specification for the Software set out in the Order.

Terminal: means an eligible point-of-sale payment terminal, which will be used by the **CUSTOMER** or its clients or merchants.

Territory: has the meaning given in the Order.

Transfer Taxes: means value added tax or any similar sales tax, or any tax that replaces such sales taxes, or any applicable customs duty.

VAT: means value added tax.

2. CONTRACTUAL DOCUMENTS

2.1. Orders. The **PARTIES** will execute each sale of Deliverables in the Territory through Orders. Each Order will be negotiated separately by the **PARTIES** and will be governed by the terms and conditions set forth in these General Terms and Conditions and the Schedule related to the Deliverables expressly indicated in the Order.

2.2. Schedules. The Schedules attached to these General Terms and Conditions contain supplementary terms and conditions applicable to the sale of the respective Deliverables. The Schedules of the Deliverables described in the concerned Order shall always be considered integral and inseparable parts of these General Terms and Conditions.

2.3. Precedence. The rights and obligations of the Parties are governed by the General Terms and Conditions, including the Schedule(s) for the

- Deliverables and Services described in the Order and the Order. In the event of a conflict between the provisions of the General Terms and Conditions and the provisions of the Order, the provisions of the General Terms and Conditions prevail. Any terms and conditions of purchase of the **CUSTOMER** included or referenced in any Order are hereby expressly excluded and are not applicable to these General Terms and Conditions nor any Order. Any statutory provision under which the **CUSTOMER**'s purchasing terms and conditions could apply or prevail is expressly excluded by the Parties
3. **Term.** The Agreement shall become effective on the Effective Date and, unless early terminated in accordance with the provisions set forth below, shall remain in effect during the duration indicated in the Order, or if the Order does not mention any duration, for twelve (12) months.
 4. **GENERAL OBLIGATIONS OF CUSTOMER**
 - 4.1. **Certification.** **CUSTOMER** shall be responsible for obtaining at its own cost all certifications which are not provided by **INGENICO**, as required in the Territory for Deliverables including but not limited to Card Schemes certifications and approvals and import authorizations as importer of record, as applicable. **CUSTOMER** shall conform to domestic standards and regulations in force, including those issued by Card Schemes and applicable to merchants.
 - 4.2. **Environment and network connection.** **CUSTOMER** shall be responsible for the preparation of the environment as necessary for the installation and deployment of Hardware (e.g.: internet connection, electricity connection). **CUSTOMER** shall ensure that, once installed, the Hardware is and remains permanently connected to the internet network, and that the environment and network connection remain properly functioning for the delivery of Services, Software licenses.
 - 4.3. **Compliance.** **CUSTOMER** warrants that its responses to any due diligence questionnaire provided by **INGENICO** are accurate and shall notify **INGENICO** of any changes as they occur. **CUSTOMER** represents that it has complied and is in compliance with applicable anti-bribery and corruption laws, anti-money laundering laws and anti-terrorism laws, Sanctions Laws and Export Control Laws.
 5. **PRICES AND PAYMENT**
 - 5.1. **Condition of payment.** Payment of all amounts invoiced by **INGENICO** shall be made in the currency specified on the invoice, on **INGENICO**'s bank account by bank transfer without withholding deduction or set off within thirty (30) calendar days from the date of such invoice. Payment can only be deemed to have been made at the time of **INGENICO**'s effective collection of the amounts invoiced.
 - 5.2. **Late payment.** In case of late payment, or in the event of cancellation of the direct debit mechanism put in place between the **PARTIES** for the payment by **CUSTOMER** of **INGENICO**'s invoices, unless the invoiced amount is disputed in good faith on the basis of reasonable documented grounds and written notice of such dispute is given within 7 days of receipt by **CUSTOMER** of an invoice, **INGENICO** may claim late payment interests on the outstanding sums. Late payment interests shall be calculated as of the calendar day following the due date of payment up to the day **INGENICO**'s account is credited. The applicable interest rate shall be equal to the main refinancing operations interest rate of the European Central Bank plus seven (7) percentage points, and the interest shall be payable upon receipt by **CUSTOMER** of the debit note from **INGENICO**. In addition, in case of non-payment of invoices, **INGENICO** may (i) subject to a fifteen (15) day prior written notice, suspend the delivery of the Service and the **CUSTOMER**'s right to use the Software licenses, and/or (ii) immediately suspend the delivery of Hardware, and/or (iii) terminate these General Terms and Conditions and/or the respective Order for breach, without prejudice to any other rights **INGENICO** may have.
 - 5.3. **Advance.** **INGENICO** reserves the right at any time to demand an advance or a cash payment prior to entering into, executing and/or processing an Order, in particular, if **INGENICO** has noted a payment incident or has reasonable cause to believe **CUSTOMER** may not be able to meet its payment obligations when due, if the result of the financial investigation on **CUSTOMER** is unfavorable, or if a factoring company refuses to process any **INGENICO**'s invoices issued to **CUSTOMER**. In such cases, **INGENICO** may at its reasonable discretion require **CUSTOMER** to put in place to the benefit of **INGENICO** a bank guarantee or any other appropriate security interest before entering into, executing and/or processing an Order. All costs related to such secured payments shall be borne by the **CUSTOMER**.
 - 5.4. **Custom duties.** Taxes. Prices and Fees under any Order do not include any Applicable Taxes whether any of the foregoing amounts are assessed during the Term or are attributable to the period during the Term. **CUSTOMER** shall be responsible for and shall pay, and hereby indemnifies and holds **INGENICO** harmless should it fail to pay, for such Applicable Taxes (together with any related interest, fines and penalties but excluding any taxes on the net income of **INGENICO**), which may be payable or determined to be payable in connection with these General Terms and Conditions and respective Orders. Therefore, the amount to be paid to **INGENICO** shall in all cases be equal to what **INGENICO** would have received if none of the above-mentioned Applicable Taxes had been deducted, withheld or paid for. **INGENICO** shall use reasonable endeavors to include the appropriate taxes and fees on its invoices, however any failure to include the appropriate taxes and fees on its invoices, or to invoice **CUSTOMER** for such amounts, shall not affect **CUSTOMER**'s obligations under this Section, and **INGENICO** shall remit any such amounts collected from **CUSTOMER** to the relevant authorities.
 - 5.5. **Condition pertaining to price changes.** **INGENICO** shall be entitled to update its prices annually as follows:
 - 5.6. **Recurring Fees.** **INGENICO** shall be entitled to adjust the Fees annually, without prior notice, based on the trend in the Index of Reference defined in the Order. Said price adjustments shall be calculated in January of each year, based on the following formula, and shall apply to then ongoing Orders and new ones:
$$P = P0 * (I/I0)$$
 In which:
 P = New price after indexation
 P0 = Price before indexation
 I0 = Last value of the Index of Reference published upon last indexation
 I = Last value of the Index of Reference published upon indexation
 - 5.7. **Hardware Price Adjustment.** **INGENICO** shall be entitled to adjust its Prices for Hardware at any time, subject to a thirty (30) day prior written notice; such price adjustment shall apply to new Hardware orders placed after that adjustment.
 - 5.8. **Price Adjustment due to unforeseen circumstances.** In addition, **INGENICO** shall furthermore be entitled to raise its prices, subject to a thirty (30) day prior notice, if, due to economic circumstances beyond its control, the maintaining of the current pricing is not commercially reasonable. Said price increases shall only become effective for the Service rendered or Hardware or Software supplied as from the end of the above-mentioned notice period.
 - 5.9. **Exclusion.** Prices and Fees are exclusive of VAT. The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier any additional amounts in respect of VAT as are chargeable on the supply of the relevant Deliverables. The Prices are exclusive of the costs of packaging, insurance and carriage of the Hardware, which shall be paid by the **CUSTOMER**.
 - 5.10. **Disputed amounts.** If the **CUSTOMER** disputes any invoice or other statement of monies due, the **CUSTOMER** shall immediately notify **INGENICO** in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. **INGENICO** shall provide all evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the parties have not resolved the dispute within 30 days of the **CUSTOMER** giving notice to **INGENICO**, the dispute shall be resolved in accordance with Section "Dispute and resolution" of the General Terms and Conditions. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in Section "Condition of payment".
 - 5.11. **Currency fluctuation.** If there is a currency fluctuation as précised in the Order (the "**Currency Fluctuation**"), the amount of any Currency Fluctuation when converting a currency in relation to any payment due, shall be met by the **CUSTOMER**.
 6. **LIFE CYCLE**
 - 6.1. **Cessation of Production.** **INGENICO** may suspend or discontinue production or commercialization of any of the Deliverables at any time for any reason, including without limitation, the unavailability of components provided that it shall endeavor to give prior notice to **CUSTOMER** of suspension or discontinuance.
 - 6.2. **Alternative Deliverables.** The **PARTIES** shall where reasonably possible agree on terms for alternative hardware, services, software licenses and/or solutions to replace the discontinued Deliverables. Where the suspension or discontinuance is within the control of **INGENICO**, then **INGENICO** shall specify to **CUSTOMER** the date after which Orders for the Deliverables affected shall no longer be accepted.
 7. **CONFORMITY.** In the absence of written, reasoned reservations expressed in writing by **CUSTOMER** within five (5) calendar days following the Delivery of Deliverables these shall be considered as conforming to the respective Order and to the applicable Schedule. In case **CUSTOMER** identifies non-conforming deliveries, it shall notify **INGENICO** within such five (5) calendar day period so that the non-conformities are remedied, as applicable by a new delivery.
 8. **CHANGE OF SCOPE**
 - 8.1. **Changes initiated by the CUSTOMER.** The **CUSTOMER** may ask to change the functionality, the quantities and/or the scope of the Deliverables. In this case, the **CUSTOMER** shall provide **INGENICO** with specifications describing the proposed change. **INGENICO** shall evaluate the request, and draw up, as applicable and at its discretion, a proposal describing the impact of the proposed modification, including affected terms and conditions, and the resulting financial cost. No change will be effective until it has been approved in writing by **INGENICO**'s authorized representatives and a new Order is negotiated and accepted by both **PARTIES**. As long as the change is not effective, the scope of work shall continue to be provided under the existing arrangements.
 - 8.2. **Changes initiated by INGENICO.** **INGENICO** shall notify the **CUSTOMER** of any change that may directly affect the delivery of

- Deliverables prior to the implementation of the changes concerned. The notification shall include (i) a schedule, (ii) a description of the changes, (iii) a description of the functions provided by the change, and (iv) the testing procedures to be performed with the **CUSTOMER**. The time frame for sending the notification will depend on the urgency and/or requirement to carry out the change.
- 8.3. **Legal and regulatory changes, and payment schemes.** When a change to all or part of the Deliverables is required during the performance of these General Terms and Conditions or the respective Order as a result of an applicable legal or regulatory requirement, the **PARTY** subject to this obligation shall carry out and shall be responsible for the work necessary to take the change into account. In the event that this obligation is the responsibility of **INGENICO**, the **CUSTOMER** shall bear any reasonable costs it may incur to implement in its environment the new version of the Product incorporating the legal or regulatory changes mentioned above.
- 8.4. **Improvements.** **INGENICO** may, before Delivery, make any improvements and/or technical modifications to the Deliverables ordered that it deems necessary, provided this does not materially affect the functionality thereof.
- 8.5. **Amendments.** Any change or amendment to the respective Order shall not be effective until it has been approved by **INGENICO** and accepted in writing by the authorized representatives of both **PARTIES**.
9. **DISCLAIMER OF WARRANTIES.** THE **CUSTOMER** ACCEPTS THE DELIVERABLES "AS IS" AND "WITH ALL FAULTS". EXCEPT WITH RESPECT TO THE WARRANTY SPECIFIED IN THE RESPECTIVE SCHEDULE, THE SERVICES, THE LICENSED SOFTWARE IS PROVIDED WITHOUT ANY WARRANTY WHATSOEVER. **INGENICO** DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, IMPLIED, ORAL OR WRITTEN, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE SELECTION AND USE OF THE DELIVERABLES IS WITH THE **CUSTOMER**.
10. **LIMITATION OF LIABILITY, LIQUIDATED DAMAGES AND PENALTIES**
- 10.1. Except to the extent expressly prohibited by mandatory applicable law, **INGENICO**'s total and accumulated liability under a given Order whether arising from a breach of contract, negligence or howsoever shall be limited to the total net amount paid by **CUSTOMER** to **INGENICO** under such Order.
- 10.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER **INGENICO** NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE DELIVERABLES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, IMMATERIAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OR INABILITY TO USE THE DELIVERABLES (INCLUDING, BUT NOT LIMITED TO, DOWNTIME, DAMAGE TO OR REPLACEMENT OF PROGRAMS AND DATA, LOSS OF PROFIT, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF **CUSTOMERS**), ARISING FROM CLAIMS BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE ANY TERMINATION OF THESE GENERAL TERMS AND CONDITIONS AND/OR THE RELEVANT ORDER.
- 10.3. The total and accumulated sum of all applicable penalties, liquidated damages and/or service credits against **INGENICO** under each Order, regardless of the cause or the number of claims, shall not exceed 5% (five per cent) of the total net amount paid under the respective Order. Penalties, liquidated damages and/or service credits shall be the sole and exclusive remedy for the respective cause or claim.
11. **INTELLECTUAL PROPERTY**
- 11.1. **Ownership.** **CUSTOMER** acknowledges that, unless otherwise stipulated by **INGENICO** in writing and duly signed by an authorized representative of **INGENICO** referring to these General Terms and Conditions or the respective Order, all **INGENICO**'s Intellectual Property Rights in and to the Deliverables are and shall remain the absolute property of **INGENICO** (or, if applicable, of **INGENICO**'s licensor(s)). Nothing contained in these General Terms and Conditions or any Order will be deemed to convey any title, right or ownership interest in any intellectual property rights to **CUSTOMER** nor any rights or licenses are granted by these General Terms and Conditions or any Order with respect to any intellectual property right, except the right to use as expressly provided in these General Terms and Conditions and any Order. The right to use the Deliverables is subject to the license terms set out in the respective Order and applicable Schedule incorporated by reference, and to the full and timely payment of the applicable Prices and/or Fees.
- 11.2. **Indemnification.** **INGENICO** shall defend **CUSTOMER** against any Claim and shall indemnify **CUSTOMER** against, and hold **CUSTOMER** harmless from, any and all costs and damages finally awarded in a judgment or decree against **CUSTOMER** that are directly attributable to such Claim, provided that (a) **CUSTOMER** delivers to **INGENICO** written notice of the Claim and of any actions taken in connection therewith without undue delay and in no event later than fifteen (15) Business Days after **CUSTOMER** first receives notice thereof, (b) **CUSTOMER** shall refrain from making any admission or statements which might be prejudicial to the defense of such Claim, (c) **CUSTOMER** shall not enter into any settlement of such Claim, and shall grant to **INGENICO** the sole authority to assume the defense thereof, and the sole right to settle the Claim, through counsel chosen solely by **INGENICO**, and (d) **CUSTOMER** shall reasonably cooperate with **INGENICO** in connection therewith.
- 11.3. In anticipation of a Claim, or to mitigate the effects thereof, **INGENICO** shall have the right, at its own expense and option, to (i) modify the Product so as to render it non infringing; (ii) replace it with comparable non infringing product, service, software license or solution, (ii) obtain any third party license required to enable **CUSTOMER** to use the Product, or (iii) terminate the impacted Order.
- 11.4. **INGENICO** shall have no responsibility or indemnification obligation for any Claim by a third party based upon any of the following, in each case to the extent that such Claim would not have arisen had such circumstances not occurred:
- Compliance with plans, specifications or designs furnished by **CUSTOMER**;
 - Use of Deliverables in combination with other products, services, software licenses, or solutions which are not supplied by **INGENICO**;
 - Use of Deliverables other than in accordance with the written instructions of **INGENICO**;
 - Continued use of Deliverables after a replacement or a modification has been delivered by **INGENICO** pursuant to subparagraph "Improvements" above,
 - Modification of Deliverables other than by **INGENICO**, or
 - Distribution or use of Deliverables in a country located outside the Territory.
- 11.5. **Ingenco** shall not be liable for any damage or loss arising (i) when one or several certifications (e.g., PCI PTS) of any given Hardware is suspended and/or lapses and/or is withdrawn due to circumstances outside of **Ingenco**'s control or (ii) when an **Ingenco** Terminal is declared "off the market" by the relevant acquirer, schemes or partners.
- 11.6. This Section shall be **CUSTOMER**'s sole remedy for any claims relating to infringement of third parties' intellectual property rights in connection with these General Terms and Conditions or any Order.
12. **CONFIDENTIALITY.** Throughout the Term of these General Terms and Conditions and any Order, and for five (5) years following its termination, for whatever reason, the **RECIPIENT PARTY** undertakes to protect the Confidential Information received from the **DISCLOSER PARTY** so as to avoid its unauthorized use, disclosure, publication or circulation. The **RECIPIENT PARTY** undertakes to use the Confidential Information of the **DISCLOSER PARTY** exclusively for the purposes of the performance of these General Terms and Conditions and any Order. The **RECIPIENT PARTY** shall not be entitled to use the Confidential Information for its own benefit or for the benefit of a third party, or to disclose, publish, announce, transfer or make available such information to a third party without the prior written consent of the **DISCLOSER PARTY**. However, the **RECIPIENT PARTY** shall have the right to communicate the Confidential Information of the **DISCLOSER PARTY** to its employees, accountants, lawyers and other agents or Affiliates, insofar as such communication is strictly necessary for the performance of its undertakings and obligations under the General Terms and Conditions or any Order; provided that **INGENICO** may disclose Confidential Information to its Affiliates and subcontractors in connection with **INGENICO**'s performance of its obligations under these General or any Order. **RECIPIENT PARTY** undertakes to ensure that each person to whom the Confidential Information is communicated is informed of and complies with all the confidentiality obligations under these General Terms and Conditions and any Order, exactly as if the person receiving the Confidential Information were a party to these General Terms and Conditions or any Order. **RECIPIENT PARTY** shall be liable for any breach by its authorized third parties of the confidentiality obligations stipulated in these General Terms and Conditions and any Order. The obligations set forth in this Section shall not apply to Confidential Information which **RECIPIENT PARTY** can prove that (i) it has been developed by **RECIPIENT PARTY** independently without breaching its contractual obligations or any other proprietary right of the **DISCLOSER PARTY**; (ii) it was in or has entered the public domain (other than by means of an unauthorized disclosure by the **RECIPIENT PARTY**); (iii) it was known to **RECIPIENT PARTY** before it received it, with no corresponding obligation of confidentiality; (iv) it received it from a third party not bound by an obligation of confidentiality; (v) an applicable law or governmental or regulatory authority requires **RECIPIENT PARTY** to disclose the Confidential Information, it being agreed that in this case **RECIPIENT PARTY** shall inform the **DISCLOSER PARTY** in advance and in writing, and that such disclosure shall be strictly limited to what is necessary to be disclosed according to such law or regulatory or governmental authority. Notwithstanding the foregoing, each **PARTY** shall be entitled to refer to the existence of its contractual relationship with the other **PARTY** within the scope of its activities.
13. **TERMINATION**
- 13.1. **Termination for Breach.** In addition to any other termination right set forth in these General Terms and Conditions, each **PARTY** may terminate the Agreement, in whole or in part as applicable, upon notice to the other for a material breach of any of the material terms, conditions or covenants of these Agreement by the other, provided that, except as otherwise stated in these General Terms and Conditions, the other shall be given written notice and a thirty (30) day period in which to cure and such breach remains uncured at the end of such period.

- 13.2. **Other Causes of Termination.** Each **PARTY** may forthwith terminate, without any legal formality, all or part an Agreement by registered letter or written notice with acknowledgment of receipt:
- If the other **PARTY** ceases its activities, or its financial situation materially deteriorates and it becomes unable to honor its contractual obligations, to the extent such termination is permitted by applicable law;
 - If the other **PARTY** becomes a Sanctioned Person;
 - If a Force Majeure Event impeding such **PARTY** or the other **PARTY** continues beyond three (3) months.
- 13.3. **Consequences of Termination**
- 13.4. **Fees and price.** **CUSTOMER** acknowledges and accepts that in any case of termination of an Order, **CUSTOMER** shall pay for all payable amounts, costs, damages, penalties and liabilities related to all Deliverables already delivered or in execution under such Order, until the date of termination. In the event the termination of an Order is due to **CUSTOMER**'s breach or default, **CUSTOMER** shall owe **INGENICO** and pay to **INGENICO** all due and payable amounts, recurring fees a, pursuant to such Order for the Term thereof, but not yet paid at the date **INGENICO** gives **CUSTOMER** notice of termination. In case of termination of an Order for whatever reason, the right to use the software licenses and the services under such Order shall immediately terminate.
- 13.5. **Survival.** Provisions contained in these General Terms and Conditions (and as implemented in any Order), that are expressed or by their sense and context are intended to survive the expiration or termination of the relevant agreement shall so survive the expiration or termination, including, without limitation, Section (Intellectual Property Rights), Section (Confidentiality), Section (Disclaimer of Warranties), Section (Limitation of Liability, Liquidated Damages and Penalties), Section (Termination), Section (Sanctions and Export Control Laws), Section (Ethics, Anti-Bribery and Anti-corruption), Section (Data Privacy) and Section (Miscellaneous).
14. **SANCTIONS AND EXPORT CONTROL LAWS** Neither **PARTY** shall take any action under these General Terms and Conditions and/or any Order that may breach any applicable Sanctions Laws or Export Control Laws. **CUSTOMER** shall not use, sell, export, re-export, transfer, transmit or make available the Items provided hereunder: (a) to or for use in any Sanctioned Country; (b) to or for use by any Sanctioned Person, or (iii) otherwise in a manner that could reasonably be expected to result in a violation of Sanctions Laws or Export Control Laws for **INGENICO** and/or **CUSTOMER** and/or any of their respective Affiliates. If requested by **INGENICO**, **CUSTOMER** agrees to sign written assurances, certifications and other export-related documents as may be required for **INGENICO** to comply with Sanctions Laws or Export Control Laws. The obligations set forth in this paragraph shall survive the expiration, cancellation or termination of these General Terms and Conditions and/or any Order. **INGENICO** shall not be obliged to perform any obligations under these General Terms and Conditions and/or any Order if that performance would reasonably be expected to give rise to risk to **INGENICO** or any of its Affiliates under Sanctions Laws and/or Export Control Laws. In case where Sanctions Laws and/or Export Control Laws require **INGENICO** to obtain a sanctions, export or re-export license prior or further to delivery to **CUSTOMER**, and **INGENICO** at its discretion elects to apply for such license, **CUSTOMER** shall provide **INGENICO** in a timely manner with all necessary documentation and information requested before and after delivery, including, as applicable, an end-use certificate or similar statement of end-use. **CUSTOMER** understands and agrees that such information will be provided under its sole and entire liability. **INGENICO** may immediately terminate all or any portion of any shipment or transfer of any Item under these General Terms and Conditions and/or any Order if **CUSTOMER** becomes a Sanctioned Person. If a **PARTY** becomes aware of any violation of this Section [15], it will immediately notify the other. Any breach of this Section [15] shall be deemed a material breach for which the breaching **PARTY** shall indemnify and hold harmless the other **PARTY** from any claims, costs, liabilities, penalties, obligations, and damages such other **PARTY** may incur, including without limitation reasonable court, attorney and expert fees, and costs, as a result of such **PARTY**'s breach or violation of Section [15]. In such case, **INGENICO** may terminate the Agreement at its sole discretion upon written notice to **CUSTOMER**. Subject to the provision of any relevant evidence by **INGENICO**, such termination shall be effective immediately and without judicial resolution and shall be without prejudice to any other remedies that may be available to **INGENICO**.
15. **ETHICS, ANTI-BRIBERY AND ANTI-CORRUPTION** Neither **PARTY** shall take any action under these General Terms and Conditions and/or any Order that may breach any applicable anti-bribery or anti-corruption laws or regulations. Neither **PARTY** shall, directly or through any of its Affiliates, directors, officers, employees, agents or any person acting on its behalf, directly or indirectly (a) promise, give, offer to give, or authorize the giving of, or solicit, accept or agree to accept from any person anything of value, to or from any person, in order to improperly influence actions or decisions of any person including for the purpose of obtaining any illegal or improper advantage or to achieve any other unlawful purpose in connection with these General Terms and Conditions and/or any Order, (b) impair or harm, or threaten to impair or harm, directly or indirectly, any person or the property of a person to influence improperly the actions of any person including any government official, and/or (c) launder the proceeds obtained from any of the practices mentioned in (a) and (b) above or otherwise conceal the fraudulent source of such proceeds, (d) finance, fund, sponsor or in any way subsidize the practice of illegal acts provided for in applicable anticorruption laws and regulations, (e) defraud any public bidding or the contract resulting from it, (f) hinder or disturb investigations or inspection activities by public officers, bodies, entities or agents. If a **PARTY** becomes aware of any violation of this Section 16, it will immediately notify the other. Any breach of this Section 16 shall be deemed a material breach for which the breaching **PARTY** shall indemnify and hold harmless the other **PARTY** from any claims, costs, liabilities, penalties, obligations, and damages such other **PARTY** may incur, including without limitation reasonable court, attorney and expert fees, and costs, as a result of such **PARTY**'s breach or violation of Section 16.
16. **DATA PRIVACY**
- 16.1. When applicable and relevant under the performance of these General Terms and Conditions, the **PARTIES** agree to process Personal Data collected from the other in accordance with the applicable laws and regulations related to the protection of Personal Data. Each **PARTY** agrees:
- 16.2. to take the appropriate technical and organizational measures to ensure the security and confidentiality of Personal Data and to protect such data from any unauthorized or illegal processing, accidental loss, alteration, destruction or damage;
- 16.3. not to attempt to access or not to allow access to Personal Data which it is not authorized to access or when such access is not necessary for the performance of these General Terms and Conditions and/or any Order.
17. **FORCE MAJEURE**
- 17.1. **Performance.** Neither **PARTY** shall be liable for failure to perform any of its obligations under these General Terms and Conditions and/or any Order if such failure is due to a Force Majeure Event. For the avoidance of doubt, if, as a result of a Force Majeure Event, the performance by the affected **PARTY** of some, but not all, of its obligations under these General Terms and Conditions and/or any Order is affected, the affected **PARTY** nevertheless remains liable for the performance of those obligations not affected by the Force Majeure Event and for any payment obligations.
- 17.2. **Notice.** The **PARTY** that is unable to fulfil its obligations due to any such Force Majeure Event shall promptly give written notice to the other **PARTY** with details of such Force Majeure Event, within a reasonable time after the occurrence of such event. If the Force Majeure Event lasts more than three (3) months, each **PARTY** will be entitled to terminate these General Terms and Conditions and/or any Order on written notice. **INGENICO** will have the right to increase the prices in order to reflect the costs increase due to the Force Majeure Event, when applicable.
- 17.3. **Cessation of Force Majeure Event.** Upon the cessation of the Force Majeure Event, the affected **PARTY** shall promptly notify the other **PARTY** of such cessation and in any case resume performance of the affected obligations.
18. **MISCELLANEOUS**
- 18.1. **Amendments.** No amendment, modification or waiver to any part of these General Terms and Conditions and/or any Order is binding unless in writing and executed by the authorized representatives of both **PARTIES**, as applicable.
- 18.2. **Compliance with Laws.** Each **PARTY** is responsible for complying with all applicable laws and regulations, including, without limitation, all laws and regulations applicable to any aspects of its businesses, operations and performance under these General Terms and Conditions, and/or any Order.
- 18.3. **Entire Agreement.** The Agreement, as defined, represents the entire agreement of the **PARTIES**; it supersedes and replaces any former contract or arrangement between the **PARTIES** related to its subject matter. Each **PARTY** acknowledges that, in entering into these General Terms and Conditions and each Order, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty, other than as expressly set out in such instrument.
- 18.4. **Assignment.** **CUSTOMER** may not assign (absolutely or as security, by merger or consolidation or in any other manner) any of its rights or delegate any its obligations under these General Terms and Conditions and/or any Order without the prior written consent of **INGENICO**, not to be unreasonably withheld or delayed. **INGENICO** may assign or transfer the Agreement or any rights and obligations hereunder to any of its Affiliates.
- 18.5. **Subcontracting.** **INGENICO** reserves the right to subcontract the performance of all or part of the scope of each Order.
- 18.6. **Clauses Declared Void.** If one of the Sections of these General Terms and Conditions and/or any Order is declared void, non-written, unenforceable or inapplicable, said section shall be deemed non-written, but cannot affect the validity of the other terms in their entirety, except if such section was essential for conclusion of the Agreement. In this case, the **PARTIES** shall negotiate in good faith with a view to replacing such section with a valid section reflecting the **PARTIES**' initial intention.

- 18.7. Waiver. No failure by the **PARTIES** to insist upon the strict performance of any provision of these General Terms and Conditions, or to exercise any right or remedy upon a breach thereof shall constitute a waiver. Any waiver must be made in writing by the authorized representative of the respective **PARTY**, and a waiver shall only be effective as to the specified event and shall not be deemed a waiver of any other right, remedy or any other provision.
- 18.8. Independent Parties. For the purpose of these General Terms and Conditions and/or any Order, **INGENICO** and **CUSTOMER** agree to act as independent contracting **PARTIES**, in their relations with each other and in their relations with third parties. Neither **PARTY** is granted any authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other **PARTY** in any manner whatsoever.
- 18.9. Interpretation. These General Terms and Conditions and any Order shall be construed and interpreted fairly, in accordance with the plain meaning of their terms, and there shall be no presumption or inference against the **PARTY** drafting the respective instrument in construing or interpreting the provisions thereof. Additionally, in these General Terms and Conditions and any Order: (i) headings are for convenience only and shall not affect the interpretation of the respective instrument; and (ii) unless the context otherwise requires, singular words shall include the plural and vice versa.
19. MARKETING COMMUNICATIONS. By entering into these General Terms and Conditions, the **CUSTOMER** and its Affiliates consent to receive marketing communications from **INGENICO**, including but not limited to newsletters, promotional offers, and information about new products and services.
20. APPLICABLE LAW. These General Terms and Conditions and the Orders are made in the English language and shall be governed by and construed according to the laws of France, excluding its conflicts of laws rules, regardless of where any action may be brought.
21. DISPUTE AND JURISDICTION. All disputes arising out of the interpretation or application of these General Terms and Conditions and any Order shall be submitted to the exclusive jurisdiction of the Commercial Court of Paris, France, should the **PARTIES** fail to reach an amicable agreement to said disputes within fifteen (15) days written notice to the other **PARTY** of a dispute. Notwithstanding the foregoing, either **PARTY** may seek appropriate relief from a court to preserve the *status quo* with respect to any matter.
22. ATTACHMENTS
- Schedule 1** - Accept Hardware
Schedule 2 – Accept Software License

SCHEDULE 1 – ACCEPT HARDWARE

1. HARDWARE WARRANTY

- 1.1. Warranty scope and limitations. The warranties in this Schedule are given in lieu of and, to the extent permissible by law, to the exclusion of all warranties expressed or implied by law including as to satisfactory quality, fitness for purpose and conformance with description or sample. The warranties in this Schedule do not apply in countries where the warranty is provided to **CUSTOMER** by a reseller or partner of **INGENICO**.
- 1.2. Contractual warranty coverage
- 1.2.1. Specific warranties. Unless otherwise stipulated in writing by **INGENICO**, **INGENICO** provides the following warranties (herein the “Contractual Warranty”) to the **CUSTOMER** buying Terminal HW or accessories from **INGENICO**:
- (i) new standard Terminal HW (excluding consumables and accessories) is covered by a warranty by **INGENICO** in the country where such Terminal HW has been sold to **CUSTOMER** by **INGENICO**, for parts and labor (excluding travel) against any hardware or manufacturing defect for a period of twelve (12) months from the date of Delivery to the **CUSTOMER** (“Warranty Period”); Customized and special Terminal HW are not covered by this Contractual Warranty and may be subject to different contractual warranty;
 - (ii) if expressly indicated in the Order new accessories are covered by a warranty in the same conditions as the Terminal HW, except that the Warranty Period is three (3) months from Delivery of the accessory to the **CUSTOMER**.
- 1.2.2. Warranty extension terms. Terminal HW having been the subject of a repair or exchange under this Warranty during the aforementioned Warranty Period is covered by the Contractual Warranty, up to the later of these two dates:
- (i) expiry of the original Warranty Period of such Terminal HW, or
 - (ii) three (3) months from such repair or exchange.
- The period of time for repairing the Terminal HW and keeping it out of service during the Warranty Period cannot give rise to an extension of the Warranty Period. Nevertheless, the **CUSTOMER** may purchase a warranty extension from **INGENICO** before the start of the Warranty Period of the Terminal HW.
- 1.3. Repair, return process and cost
- 1.3.1. KPI. Any defective Terminal HW under Contractual Warranty shall be replaced or repaired free of charge, at **INGENICO**'s option within Repair KPI . This turnaround time may be modified in particular due to parts availability, volume of returns, Force Majeure Events.
- 1.3.2. Location. The work performed by **INGENICO** under the Contractual Warranty shall take place on **INGENICO** repair facility premises. The costs of shipping and insurance of the Terminal HW to the **INGENICO** repair facility shall be borne and paid by the **CUSTOMER**, and the costs of shipping and insurance of the Terminal HW from the **INGENICO** repair facility shall be borne and paid by **INGENICO** (if the **INGENICO** repair facility is located in the same country as the **CUSTOMER** site).
- 1.3.3. RMA. **INGENICO** shall not accept any returns that it has not authorized beforehand in writing. When required by **INGENICO** such return may only be made if the **CUSTOMER** has obtained an RMA (Return Material Authorization) number from **INGENICO**.
- 1.3.4. Data responsibility. The **CUSTOMER** shall – at its expenses and prior to returning any Terminal HW – make a backup of all data contained in the Terminal HW, since such data may be permanently erased from the Terminal HW during the repair process. Accordingly, **INGENICO** shall not be responsible for the loss and/or damage caused to such data and shall not reinstall such data on the Terminal HW.
- 1.3.5. Repair options. **INGENICO** may at its option repair the Terminal HW using new parts or repaired parts or replace the Terminal HW with new Terminal HW or with Terminal HW in good operating condition. The defective items or Terminal HW replaced shall become **INGENICO**'s property.
- 1.4. Warranty exclusions. The Contractual Warranty applies in normal conditions of use. The following are excluded from the Contractual Warranty:
- (i) **User-related exclusions - Improper use and maintenance:** Breakdowns or malfunctions due to
 - a. failure to follow installation and usage instructions provided by **INGENICO**;
 - b. the use of products or accessories that have not been approved by **INGENICO** as compatible with the Terminal HW;
 - c. failure to perform standard maintenance, as described in the documentation delivered with the Terminal HW;
 - d. accidental or deliberate damage caused by the act or omission of **CUSTOMER** or the end user;
 - (ii) **Unauthorized modifications and handling**
 - a. modifications of the Terminal HW made without **INGENICO**'s written consent;
 - b. any repair, intervention, opening or attempted opening of the Terminal HW, or maintenance performed by persons not authorized by **INGENICO** such as:
 - i. Work on a piece of Terminal HW modified or added without **INGENICO**'s written consent;
 - ii. Terminal HW returned to **INGENICO** without **INGENICO**'s prior consent;
 - iii. The opening or closing of a SIM operator's stick carried out without the consent of the original operator and the malfunction resulting therefrom.
 - (iii) **Environmental and external factors**
 - a. A cause unrelated to the Terminal HW (including impact, lightning, fire, vandalism, malicious acts, or damages of any type, contact with liquids or any harmful agent, or inappropriate electrical voltage);
 - b. storage or environmental conditions that are unfit for the Terminal HW (in particular, those associated with temperature and humidity conditions, the effects of variations of electrical voltage, and parasites from the electricity network or the ground);
 - c. normal wear and tear;
 - (iv) **Transportation and packaging.** damages resulting from insufficient packaging and/or improper packaging of the Terminal HW re-dispatched to **INGENICO**.
 - (v) **Network and communication issues.** communication problems due to the environment, in particular problems associated with access and/or connection to the Internet, such as interruptions of access networks, or failure of the subscriber's line or that of its correspondent, transmission failure (bad geographic coverage by radio transmitters, interference, jamming, breakdown or bad quality of telephone lines), a problem specific to the local network (cabling, file server, user workstations), and/or a problem involving the transmission network (jamming, malfunction or bad quality of the network), or a change to the cellular network's parameters occurring after the sale of the Terminal HW;
 - (vi) **Maintenance and services**
 - a. The software maintenance and the supply of new software versions;
 - b. Standard operating work;
 - c. Delivery, installation or exchange of consumables;

- (vii) **Third party equipment.** Defects resulting from non-INGENICO equipment provided or chosen by the **CUSTOMER** or the user, or from a design imposed by them.
- 1.5. **Out-of-Warranty services and charges.** In the cases where repair, replacement or other work is requested by **CUSTOMER** within any of the Contractual Warranty exclusion circumstance listed above, **INGENICO** shall use commercially reasonable efforts to draw up an estimate of the price of the corresponding work and submit such estimate to the **CUSTOMER** for acceptance prior to beginning any work. In any case, repair or replacement made by **INGENICO** for Terminal HW failures not covered by the Contractual Warranty may be charged by **INGENICO** to the Customer as per **INGENICO**'s price list.
- 1.6. **No fault found policy.** In the cases that the **CUSTOMER** returns Terminal HW to **INGENICO** during the Warranty Period, and **INGENICO** does not find any fault, error, or defect with such Terminal HW, then **INGENICO** will test and clean the Terminal HW before returning the Terminal HW to the **CUSTOMER** at **CUSTOMER**'s expense. If the number of Terminal HW returned by the **CUSTOMER** to **INGENICO** which are found without fault exceeds {NFF %}% of all the Terminal HW returned by the **CUSTOMER**, as measured on a quarterly basis, **INGENICO** will charge the **CUSTOMER** for the No Fault Found fee per Terminal HW concerned, as per **INGENICO**'s price list.
2. **WEEE (WASTED ELECTRICAL AND ELECTRONIC EQUIPMENT).** For the purpose of this provision "Used Equipment" shall mean any Equipment (i) supplied to the **CUSTOMER** hereunder and (ii) which is no longer used by the **CUSTOMER** or its Users, and (iii) which may fall under the local applicable law on waste of electrical and electronic equipment.
- 2.1. **Return process requirement.** For any Used Equipment that the **CUSTOMER** wishes to return to **INGENICO**, the **CUSTOMER** shall notify **INGENICO** or any third party appointed by and acting on behalf of **INGENICO**. (the "Recycling Partner"), of its intention to return such Used Equipment and shall, at its own cost:
- (i) properly prepare the Used Equipment so as to enable its proper handling, transportation and easy verification,
 - (i) put the Used Equipment at the Recycling Partner disposal according to the local process in place,
 - (ii) provide **INGENICO** along with the Used Equipment, with a complete packing list describing the type of Used Equipment handed over,
 - (iii) properly remove the leaking batteries from the Used Equipment and ensure proper disposal according to the applicable law.
- 2.2. **Alternative arrangements and CUSTOMER responsibilities**
- 2.2.1. In the event the **CUSTOMER** does not want to benefit from the collection and treatment solutions provided by **INGENICO** or if this type of solution is not yet in place in the country concerned, **CUSTOMER** shall be responsible for providing to **INGENICO**, and to the concerned governmental authorities, the collection and treatment data required by applicable law.
- 2.2.2. It shall be the **CUSTOMER**'s responsibility to (i) remove from the Used Equipment, any data or information which may have been contained therein, (ii) ensure that the Used Equipment is not subject to any third party right or security interest which would prevent **CUSTOMER** from handing it over to **INGENICO**.
- 2.2.3. Used Equipment will be handed over by the **CUSTOMER** to **INGENICO** or the Recycling Partner for free without any consideration.
- 2.2.4. **INGENICO** shall not be obliged to collect any equipment (herein "Ineligible Equipment") which (i) is not a Used Equipment and/or (ii) does not include all its parts and subassemblies to the exception of (a) leaking batteries and (b) those parts which are not material and which would not have been necessary to operate such Used Equipment if such Equipment would have been in working order; all costs incurred by **INGENICO** in collecting, handling, transporting, returning or otherwise recycling or treating Ineligible Equipment shall be borne by the **CUSTOMER** and paid to **INGENICO** upon receipt of the corresponding invoice.

SCHEDULE 2 – ACCEPT SOFTWARE LICENSE

1. **LICENSE TO THE SOFTWARE PROGRAMS** For each Software Program licensed under each Order, **CUSTOMER** is granted the right to grant to the Merchant buying a Terminal, a non-exclusive and non-transferable license, for the duration set forth in such Order, at the location of the Terminal in the Territory, to: (i) Use, and have Used by Authorized Users, the Software Program for its own needs, or the needs of its Authorized Users, in association with a Terminal, (ii) to reproduce, on a permanent or temporary basis, said Software Program solely for the purposes of loading, displaying, execution, transmission or storage of the Software Program in/on the Terminal (It being understood that **CUSTOMER** shall not further duplicate such Software Program); (iii) to make a single copy (backup copy) of said Software Program on any medium exclusively for backup purposes. **CUSTOMER** shall require the Authorized Users, including those of the Merchants, to abide by the terms of this Schedule, and shall remain responsible for any breach thereof by the Authorized Users.
2. **LICENSE RESTRICTIONS**
 - 2.3. **Sublicense.** Except as authorized by Section 1 above, **CUSTOMER** may not sublicense, sell, rent, lease, mutualize or share the Use of, transfer, disclose, assign or distribute the Software Program. Each Software Program license is for Use on one Terminal. **CUSTOMER** may not, and shall cause its Merchants not to, remove any proprietary notice, labels, or Marks on the Software Program. **CUSTOMER** shall cause its Merchants to reproduce **INGENICO** proprietary notice present on the Software Program on all backup copies.
 - 2.4. **Copy and modifications.** **CUSTOMER** undertakes not to, and shall cause its Merchants not to: (i) copy (except as authorized under Section 2.1 above), adapt, modify, or translate all or part of the Software Program, or to (ii) disassemble, reverse engineer or decompile all or part of the Software Program unless as expressly authorized by mandatory law.
 - 2.5. **Unbundling or repackaging.** The Software Program may include various applications, utilities and components and may support multiple platforms and languages. The Software Program was developed as an individual product and is made available to **CUSTOMER** as such. The unbundling or repackaging of the Software Program is prohibited.
 - 2.6. **Open source.** The Software Program may contain « open source » or « free software » components which are governed by their own license terms, such as (but not limited to) the GPL GNU license (the “**Open-Source Elements**”). In such case, the license terms and conditions for such Open-Source Elements are those set forth in the license files accompanying such components, as delivered with the Software Program (in the Software Program readme files, in the installation details, via a supplemental list or otherwise). **CUSTOMER** shall, and shall cause its Merchants to, comply with such Open-Source Elements’ license terms.
 - 2.7. **Third party components.** The installation of third-party components not provided by **INGENICO** may be required to be able to use the Software Program (“**Third Party Elements**”); in such case, **CUSTOMER** shall, or shall cause its Merchants to, procure such Third-Party Elements and obtain the usage rights thereof under its(their) responsibility.
3. **DELIVERY AND SET UP**
 - 3.1. **Principle.** **INGENICO** shall deliver the Software Program to **CUSTOMER** according to the applicable Order. Unless otherwise specified in the respective Order, delivery may be made by **INGENICO** by making the files of the Software Program available for download from a server and making the License Key available to **CUSTOMER** via email or any other suitable means such as distant activation. “**License Key**” means (when applicable) a file or alphanumeric string delivered by **INGENICO** to **CUSTOMER** to enable the use of the Software Program during the License Term and to technically set the limits of usage of the Software Program.
 - 3.2. **Additional Services.** **INGENICO** may, if available at the respective Territory, provide Professional Services on a time and material basis to assist **CUSTOMER** in setting up and configuring the Software Program. The Parties will agree a SOW for any applicable Professional Services.
4. **SECURITY.** **CUSTOMER** understands and acknowledges that the Software Program’s main feature being to run in relation to payment systems, the access to the Software Program must be secured and protected by appropriate means of identification and authentication of Authorized Users. It shall be **CUSTOMER**’s responsibility to, and **CUSTOMER** shall and shall cause its Merchants to, set up the security procedures in line with industry standards, and, in particular, without limitation, to ensure that the passwords and logins of the Authorized Users are maintained personal, secret and regularly updated.
5. **TECHNICAL DATA COLLECTION.** **CUSTOMER** acknowledges and agrees that **INGENICO** may collect technical operating data sent to **INGENICO** by the Terminal and/or the Software Program, in order to improve **INGENICO** products and services offering as well as improving flexibility of the software license management operations.
6. **SOFTWARE PROGRAM OWNERSHIP.** All rights, title and interest in and to the Software Program, including copyright, author’s rights, neighboring rights, patents, database rights, trade secrets and other intellectual property rights and any derivative work thereof (herein the “**INGENICO IPR**”), shall at all times remain the property of **INGENICO** or its licensors as applicable. Notwithstanding anything to the contrary herein, and irrespective of whether **CUSTOMER** made a payment to **INGENICO** for adaptation, customization and/or evolution of the Software Program, any adaptation, customization and/or evolution of the Software Program shall remain **INGENICO**’s sole ownership. **CUSTOMER** undertakes not to, and shall cause its Merchants not to, take any action that may jeopardize, limit or interfere with **INGENICO** IPR. Any unauthorized use of **INGENICO** IPR is a violation of the General Terms and Conditions and this Schedule, as well as a violation of intellectual property laws and treaties, including without limitation copyright laws. **CUSTOMER** shall notify **INGENICO** promptly if **CUSTOMER** becomes aware of any unauthorized use of the whole or any part of the Software Program by any person. This Schedule shall not constitute or be construed as involving, directly or indirectly, an express or implied transfer of ownership of intellectual property rights on the Software Program to **CUSTOMER**, the Merchants or any third party, nor shall it be construed as being a sale of a copy of a program.
7. **AUDITS.** Audits of **CUSTOMER**’s, or its Merchants’, site(s) where the Terminal, data, records and systems relating to the use of Software Programs are located may be performed by **INGENICO** or by any third party designated by **INGENICO** (hereinafter referred to as the “**Auditor**”) at its own cost and expense upon written notice. **INGENICO** shall to the extent possible limit the duration of such audits to a maximum of three (3) Business Days. **CUSTOMER** shall reasonably cooperate with the Auditor and shall make available personnel and systems when reasonably required to facilitate the audit activities. Such cooperation will be provided at no cost to **INGENICO**. In this respect, **CUSTOMER** shall provide access, where reasonably necessary for the purposes of the audit, in the relevant premises or by email or remote access, to relevant information to the extent reasonably necessary to carry out the audit. **INGENICO** shall provide **CUSTOMER** with a fifteen (15) Business Day written notice of an audit. Audits shall be carried out during Business hours of **CUSTOMER**, or Merchant as applicable. The audit report shall be communicated in writing by the Auditor to both Parties. **INGENICO** and **CUSTOMER** shall meet promptly upon the completion of an audit and issuance of the audit report.