

Schedule 2 - Terminal SW License General Terms

1. License to the Software Program.

For each Software Program licensed under an Implementation Contract, Reseller is granted the right to grant to the Merchant buying the underlying Terminal HW, a non-exclusive and non-transferable license, for the duration set forth in such Implementation Contract, at the Location of the Terminal HW in the Territory, and subject to the continuing payment of the applicable License Fee or Subscription Fees, as applicable, 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 HW,
- (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 HW (It being understood that when the License Fee or Subscription Fee, as applicable, for such Software Program is on a per copy basis, Reseller shall not further duplicate such Software Program without paying to INGENICO the corresponding License Fee, or Subscription Fee, as applicable, for such additional copy(ies));
- (iii) to make a single copy (backup copy) of said Software Program on any medium exclusively for backup purposes.

Reseller shall require the Authorized Users, including those of the Merchants, to abide by the terms of the Agreement, including those of this Schedule 2, and shall remain responsible for any breach thereof by the Authorized Users.

2. License Restrictions.

2.1 Except as authorized by Section 1 above, Reseller may not sublicense, sell, rent, lease, mutualize or share the Use of, transfer, disclose, assign or distribute the Software Program.

2.2 Each Software Program license is for Use on one Terminal HW. Each Terminal HW requires the purchase of a license of the corresponding Terminal OS and the payment of the corresponding Subscription Fees and/or License Fees as applicable.

2.3 Any underusage of the Software Program shall not entail any reduction or reimbursement of the License Fee, Subscription Fees or other Service Fees, as applicable.

2.4 Reseller may not, and shall cause its Merchants not to, remove any proprietary notice, labels, or marks on the Software Program. Reseller shall cause its Merchants to reproduce INGENICO proprietary notice present on the Software Program on all backup copies.

2.5 Reseller undertakes not to, and shall cause its Merchants not to:

- (i) copy (except as authorized under Section 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.

2.6 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 Reseller as such. The unbundling or repackaging of the Software Program is prohibited.

2.7 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). Reseller shall, and shall cause its Merchants to, comply with such Open-Source Elements' license terms.

2.8 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, Reseller shall, or shall cause its Merchants to, procure such Third-Party Elements and obtain the usage rights thereof under its(their) responsibility.

3. Delivery – Set-up

3.1 INGENICO shall deliver the Software Program to Reseller according to the applicable Implementation Contract. Unless otherwise specified in the Implementation Contract, 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 Reseller via email or any other suitable means such as distant activation.

3.2 INGENICO may, if agreed upon in the Implementation Contract, provide professional Services on a time and material basis to assist Reseller in setting up and configuring the Software Program.

4. Security.

Reseller 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 Reseller's responsibility to, and Reseller 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.

Reseller acknowledges and agrees that INGENICO may collect technical operating data sent to INGENICO by the Terminal HW 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.

6.1 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 or in the

Implementation Contract, and irrespective of whether Reseller 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.

6.2 Reseller 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 Agreement as well as a violation of intellectual property laws and treaties, including without limitation copyright laws.

6.3 Reseller shall notify INGENICO promptly if Reseller becomes aware of any unauthorized use of the whole or any part of the Software Program by any person.

6.4 The Agreement 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 Reseller, the Merchants or any third party, nor shall it be construed as being a sale of a copy of a program.

7. Audit.

Audits of Reseller's, or its Merchants', site(s) where the Terminal HW, 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. Reseller shall reasonably cooperate with 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, Reseller 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 Reseller with a fifteen (15) Business Day written notice of an audit. Audits shall be carried out during Business hours of Reseller, or Merchant as applicable. The audit report shall be communicated in writing by the Auditor to both Parties. INGENICO and Reseller shall meet promptly upon the completion of an audit and issuance of the audit report. Any underpayment of License Fee and/or Subscription Fees, as applicable, of more than 5%, as identified during the audit or otherwise, shall give rise to an adjustment invoice from INGENICO increased by 25%. Reseller acknowledges and agrees that such increase shall serve as liquidated damages for underpayment of License Fee or Subscription Fees as applicable.

Reseller acknowledges and agrees that the Software Program and/or Terminal may be configured by INGENICO to send technical data to INGENICO to monitor the usage of the Software Program and facilitate the audit in this respect.