



LICENSE AGREEMENT

SECTION I – GENERAL TERMS

1 GENERAL

The following License Agreement applies to any Software Products, and, where Customer orders such Software Products, supplement the Saas-Agreement. Capitalized terms used and not defined in the License Agreement have the meanings given to them in the SaaS-Agreement. In case of any ambiguities with the Saas-Agreement and the License Agreement the Saas-Agreement shall prevail.

1.1 By using the Software products, Customer agrees to be bound by this License Agreement. If Customer does not accept and/or comply with this License Agreement, Customer is not entitled to use the Software products.

2 THE SERVICES AND SOFTWARE

2.1 The Software product, is standard software and is provided “as is”. The Software Products are developed and owned by POS-ONE and is a standard software solution with the primary focus on point-of-sale and related services.

3 THE LICENSE

3.1 is granted a time-limited, non-exclusive, non-transferable right to use the Software

3.2 Products as set forth in the Quote, including any upgrades, versions, releases, maintenance, development services, updates, etc. as delivered by POS-ONE in the license period set out in the Agreement.

3.3 Customer may use the Software Products only for the purpose of Customer’s internal business purposes.

3.4 Customer shall not reverse engineer, disassemble, or decompile the Software Product, except where and only to the extent that such operations are permitted according to the applicable mandatory, statutory legislation and Customer shall comply with the legislation in all respects.

3.5 Customer shall not be entitled to sell, lease, lend, permit the use of or in any other way assign or pass on the right of use of the Software Products to any third-party, unless otherwise set out in this License Agreement, or a specific grant of license to external users is agreed upon and set out in the Agreement. External users must comply with this License Agreement and

Customer is liable for any external users' use of Software products.

3.6 Customer shall not break or change any codes. Nor shall Customer change or remove any marks and/or notices concerning copyright, trademarks, or other rights, or references hereto stated in the Software Products or on the medium upon which the Software Products may have been delivered.

3.7 In the event that Customer uses the Software Products contrary to the terms of this License Agreement, POS-ONE may terminate the License Agreement for material breach immediately and without notice.

4 LICENSE METRIC

4.1 The License is granted for the number of tenants as set out in the Quote and for a specified number of users of the Customer set out in the Quote.

4.2 Notwithstanding any organizational ties in terms of employment, affiliation, or otherwise Customer must purchase a license for each individual tenant from where access to the Services is obtained directly or indirectly.

5 UPGRADES

5.1 The Software Products may at the sole discretion of POS-ONE be subject to upgrades from time to time, including by addition of new versions, updates, and features, etc. Such updates may be subject to planned downtime and occur without notice. However, POS-ONE will use reasonable efforts to notify Customer in advance. Any planned downtime is to the extent possible placed in weekends or outside normal business hours.

6 WARRANTIES

6.1 POS-ONE warrants that the Software Products will substantially conform to published specifications and to the original documentation provided by POS-ONE, and that all material functions will perform, provided that the Software products are used for their intended purposes, in accordance with the specifications, and on the computer hardware and with the operating system for which it was designed.

6.2 No reseller, consultant or any third party is authorized to make any representation or warranty to Customer regarding the Software Products.

6.3 THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY POS-ONE REGARDING THE SOFTWARE PRODUCTS. POS-ONE MAKES NO OTHER WARRANTY OF ANY

KIND WHATSOEVER, EXPRESS OR IMPLIED. ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY POS-ONE.

6.4 All warranties in this License Agreement is granted on the premise that Customer is running the latest version of the Software Products and has installed all updates, patches, hot fixes and similar changes to the Software products.

7 LIMITATION OF LIABILITY

7.1 POS-ONE's liabilities do not include (a) defects occurring as a result of installation, remedy or development performed by other than POS-ONE or as a result of Customer's use of the Software Products in conjunction with Third-Party Software or accessories that directly or indirectly affect the functionality of the Software Products, (b) errors occurring as a result of alterations to or interference with the Software Products not carried out in accordance with POS-ONE's written instructions or acceptance, (c) errors occurring as a result

of Customer's lack of training, as a result of the use of the Software Products in any other way than set out in the provided documentation, in accordance with good IT practice or due to Customer's negligence, its staff or any third-party, (d) Customer's failure to install any updates, patches, hot fixes and similar changes to the Software Products and (e) failure to meet requirements or requests for functionality not expressly and clearly specified in the SaaS-Agreement.

7.2 In no event and no matter the circumstances shall POS-ONE be liable for any loss of anticipated profit, loss of data, damage to records or data or any indirect, special, incidental or consequential damages or loss (including the loss of goodwill, or loss as a consequence of any kind of business interruption) arising out of or in connection with the Agreement, performance of the Services and the results connected thereto.

7.3 POS-ONE assumes product liability in accordance with applicable mandatory legislation. Beyond this, POS-ONE assumes no product liability.