CAUTION/NOTICE TO USER - READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE: THIS SOFTWARE LICENSE AGREEMENT (HEREINAFTER REFERRED TO AS THIS "AGREEMENT") IS BETWEEN (A) YOU, THE END USER (I.E. THE LEGAL PERSON OR ENTITY THAT BY ITS AGENTS OR REPRESENTATIVES USES THE SOFTWARE AND/OR DOCUMENTATION AS DEFINED IN SECTION 1 BELOW) (HEREINAFTER REFERRED TO AS "YOU", "you" OR THE "LICENSEE"), AND (B) INGENICO INC. (HEREINAFTER REFERRED TO AS "INGENICO"). "PARTY" MEANS YOU OR INGENICO.

PROVIDED THAT YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ACCORDANCE WITH THE FOLLOWING PARAGRAPH AND PAY ALL APPLICABLE LICENSE FEES TO INGENICO, THE SOFTWARE AND THE DOCUMENTATION SHALL BE LICENSED TO YOU SUBJECT TO, AND YOUR USE OF THE SOFTWARE AND DOCUMENTATION SHALL BE GOVERNED BY, ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, EXCEPT TO THE EXTENT THAT A SEPARATE WRITTEN LICENSE AGREEMENT HAS BEEN PREVIOUSLY ENTERED INTO BETWEEN YOU AND INGENICO AND DULY SIGNED BY BOTH PARTIES, WHICH EXPRESSLY SETS FORTH THE TERMS AND CONDITIONS FOR YOUR USE AND LICENSE OF THIS SOFTWARE PROGRAM AND EXPRESSLY SUPERSEDES THIS AGREEMENT (HEREINAFTER REFERRED TO AS THE "SEPARATE AGREEMENT") AND SUPERSEDES ANY CLICK THROUGH LICENSE; IN SUCH CASE, THE SOFTWARE AND THE DOCUMENTATION ARE LICENSED SUBJECT TO THE TERMS AND CONDITIONS OF THAT SEPARATE AGREEMENT AND THE PROVISIONS OF THE SEPARATE AGREEMENT SHALL SUPERSEDE AND REPLACE ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, EVEN IF YOU CLICK THE BUTTON BELOW TO INSTALL THE SOFTWARE. IN SUCH CASE, FOR THE AVOIDANCE OF DOUBT, THE SEPARATE AGREEMENT AND THIS AGREEMENT SHALL NOT BE DEEMED TWO CONCURRENT AGREEMENTS, AND ONLY THE SEPARATE AGREEMENT SHALL BE DEEMED ENTERED INTO BETWEEN YOU AND INGENICO WITH RESPECT TO THE SOFTWARE AND THE DOCUMENTATION, EXCEPT TO THE EXTENT THE TERMS OF THIS AGREEMENT RELATE TO THIRD PARTY ELEMENTS.

IN THE EVENT WHERE NO SEPARATE AGREEMENT IS CURRENTLY IN FORCE, CLICKING ON THE "ACCEPT" BUTTON OR OTHERWISE DOWNLOADING, INSTALLING AND/OR USING THE SOFTWARE, ESTABLISHES A BINDING AGREEMENT BETWEEN YOU AND INGENICO. WITH RESPECT TO YOUR USE OF THE SOFTWARE, BY INSTALLING AND/OR BY USING THE SOFTWARE, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL CAPACITY AND AUTHORITY TO ENTER INTO A BINDING AGREEMENT TO ADHERE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU HAVE READ THIS AGREEMENT, YOU UNDERSTAND IT, AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND THAT THE SOFTWARE WILL BE USED ONLY IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND WITH ALL APPLICABLE LAWS.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROMPTLY CLICK ON THE "DECLINE" OR "I DO NOT ACCEPT" BUTTON, CANCEL THE INSTALLATION OR DESTROY OR RETURN THE SOFTWARE AND THE DOCUMENTATION TO INGENICO. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, YOU UNDERSTAND IT, AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1.   DEFINITIONS

In this Agreement, the words used with a first capital letter shall have the following meaning:

1.1   "Application" means the software application developed or to be developed by you using the SOFTWARE and which is (i) complementary to INGENICO applications and (ii) designed to run on INGENICO Terminals;

1.2   "Confidential information" means all information exclusive to or owned by INGENICO or its affiliates, including, without being limited to, all information concerning the systems, products, operations, processes, plans, intentions, markets, business dealings, data, templates, manuals, training materials and documents, formulae, ideas, inventions and know-how of INGENICO, and shall include the SOFTWARE and any copies thereof;

1.3   "Documentation" means the reference electronic documentation and all associated documents which may be provided or made available by INGENICO to you with the SOFTWARE, and designed to instruct you on how to operate the SOFTWARE and to properly develop or structure the Application;

1.4   "INGENICO Terminal" means the INGENICO payment or authentication device/terminals which INGENICO lists as eligible to run applications for the Telium Tetra Platform; INGENICO may update the list of eligible INGENICO Terminals from time to time at its own discretion.

1.5   "Merchant" means you customer using the Application and/or the INGENICO Terminals;

1.6   "Redistributables" means the portion of the SOFTWARE which may be required by the Application to run on the INGENICO Terminal;

1.7   "SOFTWARE" means this software package, and any Updates thereof, in object code form, allowing the development of software applications in view of their use on INGENICO Terminals; the SOFTWARE does not include INGENICO's signature and security tools (herein the "Security Tools"); such Security Tools are not licensed hereunder and require the execution of a separate agreement with INGENICO;

1.8   "Territory" means the United States of America. Unless otherwise agreed in writing by INGENICO, the Territory is a single country and not a group of countries; and

1.9   "Updates" means any new maintenance release, minor release or major release of the SOFTWARE which INGENICO would make available to you.

2.   LICENSE

2.1   Subject to the terms and conditions of this Agreement and payment of license fees by you as applicable, INGENICO grants to you a non-exclusive and non-transferable right to use the SOFTWARE, in object code form, in the Territory only, solely to develop the Applications and not for redistribution (except the Redistributables as expressly authorized hereunder) or sublicensing. You may make a reasonable number of copies of the SOFTWARE solely to the extent necessary to develop the Application in accordance with this Agreement.

2.2   The SOFTWARE licensed hereunder is for your use only. You shall in no event develop a software program for any third party by using the SOFTWARE and shall not transfer, assign or sublicense the SOFTWARE to any third party.

You are hereby made aware and you hereby acknowledge that the SOFTWARE and its license terms are subject to change. In particular, INGENICO reserves the right to modify at any time in whole or in part content and conditions of availability, licensing and/or pricing of the SOFTWARE and does not warrant that the license granted hereunder will be renewed or extended, or that the conditions of such license will remain unchanged in case of a renewal if any. The changes of the content and conditions of availability, licensing and/or pricing of the SOFTWARE will in such case apply as follows:

-         For new requests for SOFTWARE, immediately;

-         For updates of SOFTWARE already licensed, upon the date of request of such updates;

-         For renewal of the SOFTWARE license, upon the date of request of such renewal.

Your consent to the new terms and conditions may condition the supply of such updates, the renewal of such license or the grant of a license for any new SOFTWARE. You are hereby informed and you acknowledge that in no event shall INGENICO be liable for the consequences that the above changes could have on your activity in particular the activity relying upon the developments made by you using the SOFTWARE licensed hereunder.

2.3   You are authorized (a) to distribute the Application in the Territory only and (b) to distribute the Redistributables in the Territory only, in object code format as embedded in the Application, only to the extent such Redistributables (i) are necessary for the Application to run on an INGENICO Terminal and (ii) the inclusion of the Redistributables into the Application is either the direct result of the compilation operated by the SOFTWARE, when applicable, or is as instructed or recommended by INGENICO in the Documentation.

You shall in no event transfer or purport to transfer to any third party the ownership of the Redistributables. You shall ensure that your license agreements with the Merchants for the Applications embedding Redistributables specify that (i) such Redistributables are subject to a non-exclusive and non-transferable license to use, in the Territory, for Merchants' own purpose, and only as embedded in the Application, and that (ii) the Merchants shall not sublicense, transfer, sell or otherwise communicate or make available the Redistributables to any third party otherwise than as embedded in the Application and that (iii) the Merchants shall not directly or indirectly correct, modify or adapt all or part of the Redistributables, or reverse assemble or decompile the Redistributables in whole or in part, except as explicitly provided by law.

3.   USAGE CONDITIONS AND LIMITATIONS

You shall:

(i)   except in respect of the Redistributables as embedded in the Application, not sublicense, transfer, sell or otherwise communicate or make available the SOFTWARE to any third party and shall protect and secure the SOFTWARE using the same degree of care you use to protect your own proprietary rights, but in any case not less than reasonable care;

(ii)   not directly or indirectly correct, modify, distribute (except the Redistributables as expressly authorized hereunder), or adapt all or part of the SOFTWARE's component or features thereof,

(iii)   not reverse assemble or decompile the SOFTWARE in whole or in part, except as explicitly provided by law;

(iv)   use the SOFTWARE in accordance with the Documentation, instructions and training provided by INGENICO; and

(v)   not directly or indirectly harm INGENICO's interests.

All of the intellectual property rights in and to the SOFTWARE, including in the Redistributables, as well as all adaptations, transpositions, or improvements whatsoever, other than the Applications, are and shall remain INGENICO's property. There is no implied license granted hereunder. In that respect, this Agreement shall in no event be construed as being a sale of intellectual property rights, a sale of a software copy, or a transfer of ownership of the rights to the SOFTWARE in whole or in part.

You shall take appropriate action in respect of your employees, independent contractors and any other personnel located in your premises to ensure that the SOFTWARE is protected from unauthorized use, copying and modification, and shall ensure that the SOFTWARE is protected from unauthorized disclosure, duplication or reproduction in whole or in part.

Subject to Section 4 below, the SOFTWARE 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. In such case, the license terms and conditions for such components are those set forth in the license files accompanying such components, as delivered with the SOFTWARE. You shall comply with such components' license terms provided however that (i) in no event shall you embed or link in whole or in part the SOFTWARE into or with such Open Source Elements in such a way that the license terms relating to such Open Source Elements oblige you or INGENICO to license such SOFTWARE in whole or in part under such Open Source Elements' license terms, and (ii) this Agreement shall in no event be deemed a permission to do the foregoing. Moreover, the installation of third party components, including as applicable Open Source Elements, may be required to be able to use the SOFTWARE ("Third Party Elements"); in such case, you shall procure such Third Party Elements and obtain the usage rights thereof under your sole and exclusive responsibility.

4.   OPEN SOURCE AND THIRD PARTY ELEMENTS

4.1   Portions of the SOFTWARE utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the electronic documentation for the Software, and your use of such material is governed by their respective terms.

4.2   In the event that you desire to utilize certain Apple Pay features in connection with the SOFTWARE and the INGENICO Terminals, you are required to agree to the Apple VAS Special Exhibit relating to Apple VAS - Pass Through Provisions attached hereto ("Apple VAS Special Exhibit") and comply at all times with the terms and conditions set forth in the Apple VAS Special Exhibit.

4.3   The Third Party Elements are included in the SOFTWARE licensed to you pursuant to the terms and conditions set forth in the **THIRD PARTY LICENSE EXHIBIT** attached hereto and various Open Source Elements are used within the INGENICO SDK as set forth on the **UPP OPEN SOURCE EXHIBIT** attached hereto.

ANY GPL/LGPL SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT WITHOUT ANY WARRANTY, WITHOUT EVEN THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.   YOUR OBLIGATIONS

It shall be the sole and exclusive responsibility of you to install the SOFTWARE, including but not limited to determining if the SOFTWARE is appropriate for your information systems, needs and objectives, to implement adequate backup procedures to protect against loss or error resulting from the use of the SOFTWARE and to verify any output resulting from the use of the SOFTWARE if you intend to use or rely on such output. You shall at all times comply with the Documentation in particular in respect of the development rules relating to communications and compartmentalization of applications.

You acknowledge that it may be necessary to prepare the environment within which the SOFTWARE will be used, including but not limited to parameterization of the devices or computer programs with which the SOFTWARE will be used, integrated or interfaced. In particular, it shall be your responsibility to purchase from INGENICO or from a distributor or reseller of INGENICO, or the relevant third parties as applicable, the INGENICO Terminals and other devices, apparatus and software programs necessary to test the Application.

Certain certifications are provided by INGENICO with the INGENICO Terminals. If any other certification or approval is required from any certification body or authority in order for the Application to run on the INGENICO Terminals, such certification or approval shall have to be obtained by you at your costs and expenses.

You shall supply and make available free of charge to INGENICO the full technical documentation on the Application. Upon INGENICO's request, you undertake to grant to INGENICO the right to distribute, supply, transfer, lease, modify, use and market such Application in the Territory or outside of the Territory, according to mutually acceptable terms and conditions.

You shall comply with all applicable laws and regulations in connection with its use of the Software, as well as related technical information and data. You represents and warrants to INGENICO that it will not, directly or indirectly, export or re-export, supply or otherwise make available the Software or any related technical information or data to any person in violation of any applicable United State laws, including, without limitation, re-exporting, supplying or otherwise making available the Software to any person on the U.S. Department of Commerce's Denied Persons List or affiliated lists, on the U.S. Department of Treasury's Specially Designated Nationals List, in a country on the State Sponsors of Terrorism list or on any U.S. export exclusion lists.

6.   UPDATES

INGENICO may make Updates available for download by you from time to time. Unless otherwise notified by INGENICO, such Updates are provided free of charge. In case an Update is made available by INGENICO, you shall provide commercially reasonable efforts to replace the former version of the SOFTWARE by such Update, and to continue to develop, compile and test the Application only by using the latest Update; provided that INGENICO. INGENICO shall have no liability or responsibility to you if you do not install and use the latest versions provided by INGENICO. INGENICO reserves the right to not provide support on old versions.

7.   WARRANTIES, EXCLUSIONS AND LIMITATIONS OF LIABILITY

7.1   You acknowledge that the SOFTWARE has not been written to meet any of your specific requirements, that it has not been tested in every possible combination and operating environment, that it is not necessarily free from defects and errors and that it is your responsibility to ensure that the SOFTWARE is satisfactory for its purpose. Accordingly, you shall assume all risks concerning, in particular, the results and performance of the SOFTWARE.

7.2   You warrant that you shall maintain the compartmentalization between the Applications and any other application loaded onto the INGENICO Terminals. In case of any difficulty whatsoever, in particular relating to the coexistence and/or compartmentalization of the Application with INGENICO's or any third-party's applications, you agree to promptly correct such anomaly or permanently and irrevocably cease, at your own initiative or at our request, any dissemination of that Application.

You warrant that the Applications are at the time they are released, compatible with INGENICO's applications, and do not infringe any third party intellectual property rights. In any event, you agree and recognize that you have sole liability with regards to the Merchant, any third parties and INGENICO, in case of the non-compatibility or, when relevant, absence of compartmentalization between the Applications and any other application running or installed on the INGENICO Terminal.

7.3   YOU ACCEPT THE SOFTWARE "AS IS" AND "WITH ALL FAULTS". THE 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 NONINFRINGEMENT. THE ENTIRE RISK AS TO THE SELECTION AND USE OF THE SOFTWARE IS WITH YOU. INGENICO NEITHER WARRANTS THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS NOR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. INGENICO ALSO MAKES NO WARRANTIES IN RESPECT OF ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT WILL NOT BE ENFORCEABLE.

7.4   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER INGENICO NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SOFTWARE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, IMMATERIAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SOFTWARE OR INABILITY TO USE THE SOFTWARE (INCLUDING, BUT NOT LIMITED TO, DOWNTIME, DAMAGE TO OR REPLACEMENT OF PROGRAMS AND DATA, LOSS OF PROFIT, LOSS OF USE, LOSS OF BUSINESS, LOSS OF CUSTOMERS, LOST BUSINESS OPPORTUNITIES AS WELL AS FINANCING COSTS OR INCREASE IN OPERATING COSTS OR OTHER ECONOMIC LOSS ARISING OUT OF THIS AGREEMENT OR ANY TERMINATION THEREOF), ARISING FROM CLAIMS BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGE. THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

7.5   Without limiting any disclaimer, waiver or limitation of liability provision, INGENICO will have no liability for any loss, damage, or injury wholly or in part resulting from any cause beyond its control including but not limited to any failure by you to follow any operating instructions or from your negligence, environmental factor, damage necessitated or caused by fair wear and tear or by improper use, installation, repair or alteration.

7.6   THE AGGREGATE MAXIMUM LIABILITY OF INGENICO (INCLUDING ANY OF ITS AFFILIATES) ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL LIABILITY, COSTS, EXPENSES AND/OR DAMAGES SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO INGENICO FOR THE USE OF THE SOFTWARE DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OR TEN US DOLLARS (US$10). THE FOREGOING LIMITATION SHALL APPLY EVEN IF THE ABOVE-STATED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. IN SUCH A CASE THE FOREGOING LIMITATION WILL BE APPLIED TO THE GREATEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW.

8.   CONFIDENTIALITY

Throughout the term of this Agreement, you shall maintain confidential and for five (5) years following its termination, for whatever reason shall not disclose to any third party Confidential Information. Under no circumstances shall you be released from liability for your own negligence. You undertake to use the Confidential Information exclusively for the purposes of the performance of this Agreement. You shall not be entitled to use the Confidential Information for your 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 INGENICO signed by an authorized officer. However, you shall have the right to communicate the Confidential Information to your employees, accountants, lawyers and other agents, affiliates or subsidiaries, insofar as such communication is strictly necessary for the performance of your undertakings and obligations under this Agreement. You undertake to ensure that each person to whom the Confidential Information is communicated is informed of and complies with all of the confidentiality obligations under this Agreement, exactly as if the person receiving the Confidential Information were a party to this Agreement. You shall be liable for any breach by these authorized third parties of the confidentiality obligations stipulated in this Agreement. Confidential Information does not include information which you can prove that:

(i)   it had been developed by you independently, prior to its receipt, without breaching your contractual obligations or any other proprietary right of INGENICO;

(ii)   it was in or has entered the public domain (other than by means of an unauthorized disclosure by you);

(iii)   it was known to you before you received it, with no corresponding obligation of confidentiality; or

(iv)   you received it from a third party not in violation of any obligations of confidentiality to INGENICO or to any third party.

9.   TERM / TERMINATION

9.1   This license granted in this Agreement is effective as from the date you agree to its terms and conditions or download, install or use the Software and shall remain in effect for an initial period of one year (the "Initial Period"), and this Agreement shall be automatically renewed for successive one (1) year periods unless terminated by written notice sent by one Party to the other at least three (3) months before the end of the current contractual term. This license shall also terminate automatically if you fail to comply with any of the terms of this Agreement. In such event, you must immediately destroy all copies of the Software including backups. Notwithstanding termination, rights and obligations under this Agreement, which by their nature, should survive, will remain in effect after termination of this Agreement.

9.2   INGENICO shall have the right to terminate the Agreement at any time by written notice if you commit a breach of any of your obligations hereunder, and, if the breach is capable of cure, you fail to remedy the same within twenty-one (21) days after written notice is given to you by INGENICO requiring such remedy. In case of such termination, you shall immediately (i) cease all use of the SOFTWARE and (ii) at INGENICO's sole option, return to INGENICO the SOFTWARE and any copies thereof and the Documentation, or destroy the same and certify such destruction in writing within fourteen (14) days.

9.3   Expiration or termination of this Agreement shall not affect the licenses granted by you, or your resellers, to Merchants on the Application, whether such Application includes or not Redistributables; provided that if the SOFTWARE is used in connection with the INGENICO Terminal, license is granted on a non-exclusive basis, for a period of time equal to the duration of the use of the corresponding Terminal unless terminated as provided herein.

10.   ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by you, in whole or in part, without the prior written consent of INGENICO, which consent shall not be unreasonably withheld or delayed. Any such assignment or transfer in violation of the foregoing is void.

11.   GENERAL

11.1   Upon INGENICO's request or at your own initiative, you may provide feed-back and information in writing regarding the configuration, installation, parameterization, usage, behavior, connection, functioning, maintenance and/or support of the SOFTWARE and/or the Application, including but not limited to (i) any bugs discovered by you in the SOFTWARE, and/or (ii) any recommended SOFTWARE improvements (herein the "Feed-Back"). Notwithstanding the foregoing, INGENICO is under no obligation to make any changes or modifications suggested by you. Any Feed-Back provided by you to INGENICO shall be provided by you to INGENICO at no charge, and with the right for INGENICO to use, copy, disclose, license, distribute and exploit such Feed-Back in any way and for any purpose without any obligation or restriction based on intellectual property rights or otherwise. You shall not give Feed-Back to INGENICO that comprises or includes confidential or proprietary information or materials of a third party, or other information or materials which are subject to a third party license. You hereby agree not to share or communicate Feed-Back on the SOFTWARE to any third party other than with or to INGENICO.

11.2   INGENICO shall have the right, at its expenses, at any time during the term hereof, during your working hours, to perform or have performed by an independent third party, an audit at your premises where the SOFTWARE is used, to verify compliance by you with the terms and conditions of this Agreement.

11.3   Under this Agreement, you have no authority to act as an agent, representative or otherwise on INGENICO's behalf and do not have any right on any basis, express or implied, to bind INGENICO in any way.

11.4   Any notices that INGENICO may provide to you under this Agreement may be by: (i) personal delivery and shall be deemed delivered upon delivery; (ii) sending a message to the email address associated with your account with INGENICO which shall be deemed received when INGENICO sends the email irrespective of whether you or not you have received the email; (iii) by postage prepaid, by U.S. mail to the address listed in the your developer portal registration related to this license or (iv) express mail, overnight courier service and shall be deemed delivered one business day when so delivered to the parties at such specified email address or the address set forth above in this Agreement. Any notice that is sent to INGENICO shall be sent by you only pursuant to the method/manner set forth in clauses (iii) or (iv) above to: INGENICO INC., Attn: Chief Financial Officer, 3025 Windward Plaza, Suite 600, Alpharetta, GA 30005. You are responsible for keeping your email address current with INGENICO.

11.5   This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, excluding its principles of conflicts of law. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The parties agree that any legal action or proceeding arising out of any claim made hereunder shall be brought exclusively in any federal or state court in the State of Georgia, United States of America. To the fullest extent permitted by applicable law, each party hereto irrevocably submits to the jurisdiction of any federal or state court in the State of Georgia, United States of America, in any suit or proceeding based upon or arising under this Agreement, and irrevocably agrees that all claims in respect of such suit or proceeding may be determined in any such court. To the extent permitted by law, you hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or any of the transactions contemplated thereby and irrevocably consents to having all claims by the parties tried to the court as the sole trier of fact.

11.6   You agree to indemnify and hold INGENICO and its subsidiaries, affiliates, officers, agents, employees, partners, INGENICO's successor and assigns, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Software, your violation of this Agreement or any rights of a third party.

11.7   This Agreement constitutes the entire agreement between you and INGENICO relating to the use of the Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized officer of INGENICO.

This Special Exhibit (herein the "Special Exhibit") is entered into between the INGENICO entering into an agreement with a customer, as defined below, for the sale, or as the case maybe distribution, of INGENICO Products, as defined below.

INGENICO Group, S.A., and Apple Inc. are parties to a license agreement (the "Apple License Agreement") under which INGENICO obtains a license to the Apple Specifications, as defined below. As part of such Apple License Agreement INGENICO is required to (i) pass through the following provisions to its customers using the INGENICO Products, as defined below, implementing such Apple Specifications, and (ii) require its distributors and resellers of INGENICO Products implementing the Apple Specifications to pass through the following provisions to their end customers using such INGENICO Products.

1. Definitions

All capitalized terms shall have the following meaning:

"***Apple Pay***" means Apple's payment platform (and all successors versions thereof) that enables consumers to make credit, debit or prepaid card payments by utilizing card credentials stored on Apple's designated devices, use products based on the Apple Specifications, and access other services related to the foregoing using Apple's designated devices.

"***Apple Specifications***" means the Apple NFC Value Added Services Protocol Specifications, the Apple Enhanced Contactless Polling Specification, and any additional documentation or specifications related to Apple VAS Technology which Apple may provide to INGENICO during the term of the Apple License Agreement, and any predecessor or successor versions of any of the foregoing, each of which Apple may modify in its sole discretion from time to time.

"***Apple VAS Technology***" means Apple defined protocols that enable a terminal to request data from a user's device, and enable such device to send appropriate data back to the terminal. For the avoidance of doubt, Apple VAS Technology shall not include any payment protocol (e.g., Payment Networks, EMVCo, INGENICO and other third parties). Notwithstanding the foregoing, INGENICO has acknowledged and agreed that Apple VAS Technology includes the use of Apple defined protocols in conjunction with third party payment protocols to conduct or facilitate payment transactions (e.g., gift card transactions).

"***Customer***" means the end-user customer or Sub-distributor using or distributing the INGENICO Product provided by INGENICO hereunder;

"***INGENICO Product***" means a payment terminal provided by INGENICO to Customer hereunder, that (a) controls or interfaces, communicates, or otherwise interoperates with Apple Pay in accordance with the Apple Specifications, and (b) has been certified by INGENICO according to Apple's requirements.

"***Sub-distributors***" means INGENICO's authorized third party distributors and resellers pursuant to a separate written agreement with INGENICO.

"***Terminal Application***" means any value-added services terminal application created or developed by or on behalf of INGENICO that leverages a Terminal Application Interface to enable the INGENICO Product to communicate and/or interoperate with Apple Pay.

"***Terminal Application Interface***" means any value-added services terminal application interface created or developed by or on behalf of INGENICO that enables the INGENICO Products to communicate and/or interoperate with Apple Pay using the Terminal Apple VAS Library.

"***Terminal Apple VAS Library***" means the software library created or developed by or on behalf of INGENICO that supports the Apple Specifications and is used by Terminal Application Interfaces and Terminal Applications as embedded onto the INGENICO Products.

"***Third Party Terminal Application***" means any value-added services terminal application or other implementation of the Terminal Apple VAS Library created or developed by or on behalf of an INGENICO sub-distributor or end-user customer that enables INGENICO Products to communicate and/or interoperate with Apple Pay using the Terminal Apple

VAS Library.

2. Customer is hereby granted a personal, non-transferable and non-exclusive right to use the Apple Specifications only as integrated and embedded into the INGENICO Products delivered hereunder and subject to the limitations of liability and warranty disclaimers as set forth in this Special Exhibit.

3. Customer acknowledges that ownership of all Intellectual Property Rights relating to or residing in the Apple Specifications shall remain with Apple.

4. The Customer shall not use the Apple Specifications in connection with any product that is not an Apple-branded product.

5. Customer acknowledges and agrees that this Agreement does not give Customer the right to use the Apple Specifications to develop, market or distribute any software program or pass designed for use with an Apple-branded product unless a separate license to secure such rights has been obtained from Apple directly at https://developer.apple.com/.

6. Customer shall, upon INGENICO's instruction (which Customer acknowledges can be initiated by Apple in its sole discretion), cease making available or otherwise distributing the Terminal Apple VAS Library, Terminal Application Interfaces, Terminal Applications or other Third Party Terminal Applications incorporating earlier versions of the Apple Specifications as promptly as possible, but in all events no later than (i) ten (10) days after notification from INGENICO, if such request relates to a security feature, and (ii) one hundred twenty (120) days after notification from INGENICO in all other events.

7. The Parties hereto acknowledge and agree that Apple and its Affiliates are third party beneficiaries of this Special Exhibit, and that, upon their acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the terms of this Special Exhibit against the Customer as a third party beneficiary thereof.

8. Confidentiality. The parties hereto agree that the existence of and terms and conditions of this Special Exhibit, the Apple Specifications, and any other non-public information that Customer learns about Apple's products or its business in connection with this Agreement or in connection with Customer's use of the Apple Specifications will be considered Apple's Confidential Information in accordance with the confidentiality provision of this Agreement.

9. NO WARRANTY, INDEMNITY OR SUPPORT

9.1 The Apple Specifications are provided on an "AS IS" basis without representation, upgrades or support of any kind. The Apple Specifications and Apple Pay may contain errors that could cause failures or loss of data and may be incomplete or contain inaccuracies. Customer expressly acknowledges and agrees that use of the Apple Specifications is at Customer's sole and entire risk. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY, REGARDING THE APPLE SPECIFICATIONS. APPLE DOES NOT WARRANT THAT THE APPLE SPECIFICATIONS OR APPLE PAY WILL MEET CUSTOMER'S REQUIREMENTS, THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THEM WILL BE CORRECTED, OR THAT THEY WILL BE

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THIRD PARTY LICENSE EXHIBIT

- Attached Text file is included with PCL installer.
  - iPclBridge is an Ingenico application on top of PCL libraries provided by an INGENICO affiliate.
    - **Microsoft MSVS** shared library required by PCL libraries
- Voltage – this is a third party P2PE
- UPP Testing Tool as Microsoft .Net C# Application – uses Microsoft third party libraries
  - **.NET** framework
  - MSVS libraries
- Form Builder & Data Packager
  - shared **Qt library**

<h1 style="text-align:center"><u>UPP OPEN SOURCE EXHIBIT</u></h1>

Set forth below is the list of the Open Source Elements for the SOFTWARE.

- Openssl - https://www.openssl.org/source/license.html
    - UPP: v1.0.2g
    - RBASDK: v1.1.0e
- PugiXml v1.2– https://pugixml.org/license.html
- SQLite v3.7.15.2– https://www.sqlite.org/copyright.html
- GZIP v1.2.5- https://www.gzip.org/
- Zlib v1.2.5 - https://opensource.org/licenses/Zlib
- NLua v1.3.2.1 and Lua interpreter v5.2 - http://nlua.org/ gSOAP v2.8.15 (public license)
    - static - https://github.com/open-source-parsers/jsoncpp
    - static - http://www.regexlab.com/en/deelx/
    - static - https://github.com/larspensjo/SimpleSignal
- Form Builder
    - static **hidapi** v0.8.0- https://github.com/signal11/hidapi/blob/master/LICENSE.txt
    - shared **libusb** v1.0.18 - https://github.com/libusb/libusb
- Data Packager
    - static **quazip** v0.5 - https://github.com/stachenov/quazip
- Expat v2.1.0
    - https://github.com/libexpat/libexpat
    - https://libexpat.github.io/doc/
- 7-ZIP v19.00
    - https://www.7-zip.org/sdk.html