

Invenco G6 OPT
Terms & Conditions

1. **SCOPE:** The terms and conditions contained herein ("**Agreement**") contain the entire agreement between the parties in relation to the sale and purchase of Invenco G6 equipment (hereinafter "**Invenco**" and "**Equipment**"), and the provision by Invenco of certain Invenco G6 software, ("**Software**" and together with the Equipment, "**Products**") Invenco G6 installation services (if applicable), Invenco G6 maintenance and support services for the Equipment and for Software ("**Support**") and Invenco Cloud Service ("**Cloud Service**" or "**ICS**", and together with the installation services (if applicable) and Support "**Services**") each as further described in the body of this Agreement. This Agreement may, in some instances conflict with the terms and conditions affixed to the purchase order or other procurement documents issued by customer ("**Customer**") or oral and written exchanges between the Parties. In all such cases, except if included in a signed express agreement to the contrary, the terms and conditions herein shall govern and prevail to the exclusion of all other terms whether oral or written. Any changes in the terms and conditions of sale contained herein must specifically be agreed to in writing signed by an authorized officer of Invenco before becoming binding on either Party. For purposes of this Agreement, Invenco and Customer will be individually referred to as a "Party" and collectively as the "Parties."

PRICES, FEES & PAYMENT TERMS. (a) The prices and fees for the Equipment, Products, Support and Services (including the prices and fees for extended warranties and for out-of-warranty repairs) is as set out in the applicable order (the "**Order**") attached hereto as **Schedule 1**; the Support Services Level ("**SLA**") attached hereto as **Schedule 2**; the Software License attached hereto as **Schedule 3** and the Cloud Services attached hereto as **Schedule 4**; . (b) **Payment Terms:** Unless otherwise agreed between the Parties, the terms of payment for Products, and other payments due to Invenco shall be thirty (30) days from date of invoice. Unless otherwise provided, all payments are to be in US Dollars. Late payments shall be charged interest at SOFR+ 2% months' rates, or the maximum rate permitted by law, if lower. In the event Invenco is required to bring legal action to collect delinquent accounts, Customer agrees to pay reasonable attorney's fees and cost of suit and collection. All payment obligations under this Agreement are non-cancelable and non-refundable. (c) **Taxes:** All prices are exclusive of any present or future sales, revenue, withholding, value added, or tax, import duty (including brokerage fees, handling and other charges) or other taxes applicable to the manufacture or sale of any Products. Such taxes when applicable shall be paid by Customer unless Customer provides a proper tax exemption certificate. .2

3. **PRICE INCREASE.** Invenco may, at its sole discretion, increase prices from time to time on giving the Customer at least 45 days' prior written notice. Any price increase shall take effect from the date of expiry of the relevant notice and shall apply to all Orders placed by the Buyer from that date.
4. **TERM AND TERMINATION.** Each Order shall commence upon the effective date stated in the Order and continue for a minimum period of thirty-six (36) months ("**Fixed Term**"). The Agreement shall continue until lapse of the Fixed Term. Customer may not terminate or reduce the scope of the Order prior to expiration of the Fixed Term. Termination of this Agreement prior to the Fixed Term shall be subject to termination fee equals to the one hundred percent (100%) of the payments remaining until expiry of the Fixed Term ("**Termination Fee**"). Upon termination Customer agrees (i) not to use the Products for any purpose whatsoever; (iii) not to distribute or market the Products; (ii) immediately return the Products to Invenco;
5. **DELIVERY AND TITLE.** FCA/FOB (Free Carrier/Free on Board INCOTERMS 2010), Invenco facility or contract manufacturer. Customer shall arrange for applicable insurance covering the Equipment during transit to their destination. Where Customer requires special delivery requirements, any special expenses is to be borne by the Customer, including special handling, packing and additional freight charges. Invenco will use its best efforts to ship in accordance with Invenco confirmed delivery schedule. Delivery of Equipment is subject to full payment as detailed under each Order. Risk of loss or damage to the Equipment or any part of the Equipment shall pass to the Customer upon delivery to carrier, and Customer shall have the responsibility of filing any damage claims with the carrier. In the event that Customer fails to take delivery at the agreed delivery point or delivery time, Invenco may deliver the Equipment to Customer at Customer's expense and risk through a carrier of Invenco's choice. Delivery delay or default of any installment shall not relieve Equipment of its obligation to accept and pay for remaining deliveries. Invenco shall retain a security interest and right of possession in the Equipment until Customer makes full payment as detailed under the relevant Order.
6. **SOFTWARE AND FIRMWARE.** All Products that are software or firmware are provided subject to the terms of Invenco Software License Agreement, the terms of which are hereby incorporated by reference as **Schedule 3**.
7. **LIMITED WARRANTY.** (a) Invenco warrants that the Equipment will be free from defects in material, design or workmanship other than those which do not materially affect the operation of the Equipment (hereinafter "**Defects**" and "**Defective**") for the period of 12 months from the date (where Equipment is installed by Invenco or its certified installers) installation is complete or (where Equipment is not installed by Invenco or its certified installers) the date the Equipment is delivered to Customer ("**Standard Warranty Period**") and during any period for which an extended warranty is purchased ("**Extended Warranty Period**") subject to the warranty exclusions set out under Invenco's Support and Service Level and the **Exclusive Warranty Terms** set out under **Schedule 1**. Invenco's sole and exclusive liability for Defective Equipment under this warranty will be, at Invenco's option to use commercially reasonable efforts to correct any reproducible Defects identified by Customer in writing during the applicable warranty period which renders the Equipment Defective or to replace the Defective Equipment (with either a new or refurbished product), in each case in accordance with Invenco's Support and Service Level. Where Equipment is Defective, Customer is responsible for uninstalling the Defective Equipment, returning it to Invenco's nominated service center and installing the repaired or replacement unit provided by Invenco. (b) Invenco warrants to Customer that during the term

of this Agreement the Software and (if applicable) the Cloud Service will operate materially in conformance with the relevant specifications. Invenco's sole and exclusive liability for Software and the Cloud Service under this warranty will be, at Invenco's option, to use commercially reasonable efforts to correct any reproducible defects identified by Customer in writing which renders the Software or Cloud Service non-conforming or to replace the defective Software or Cloud Service, in each case in accordance with Invenco's Support and Service Level. (c) Invenco warrants to Customer that the installation services and Support will be performed in a professional and workmanlike manner. Invenco's sole and exclusive liability under this warranty will be, at Invenco's option, to reperform the non-conforming installation services or Support or provide Customer with a refund of the applicable fees. OTHER THAN AS SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES ARE PROVIDED "AS-IS." THESE RIGHTS ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, AND THEY ARE IN LIEU OF, AND INVENCO EXPRESSLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATIONS AND/OR OBLIGATIONS OF MERCHANTABILITY, FITNESS FOR PURPOSE, ACCURACY, TIMELINESS, RELIABILITY, COMPATIBILITY OR THAT THE PRODUCTS AND SERVICES WILL MEET THE REQUIREMENTS OF THE CUSTOMER OR THAT THE PRODUCTS OR SERVICES WILL OPERATE ERROR-FREE, CONTINUOUSLY OR WITHOUT INTERRUPTION OR THAT MAY ARISE BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

8. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (a) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER OR ANY LOSS OF PROFITS, REVENUE, SAVINGS, BUSINESS, DATA AND/OR GOODWILL, OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE ANY PRODUCT OR SERVICE, EVEN IF THAT PARTY HAS BEEN ADVISED OF, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES; AND (b) REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO, AS THE CASE MAY BE THE MONTHLY FEES ACTUALLY PAID BY CUSTOMER TO INVENCO DURING THE 12 MONTH PERIOD PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY IF REQUIRED BY LAW. This limitation shall not apply to limit: (a) either party's liability under its indemnification obligations in this Agreement; (b) either party's liability for breach of confidentiality obligations under clause 19; (c) Customer's obligations to pay the purchase price and fees for Products and Services properly provided under this Agreement; or (d) Customer's liability for infringement of Invenco's intellectual property rights. Neither party will be responsible, liable, or held to be in breach of this Agreement for any failure to perform its obligations under this Agreement or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under this Agreement, or by the negligence or misconduct of the other party or its personnel. Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with this Agreement.
9. **VOLUME COMMITMENT.** In the event that Customer was quoted prices subject to quantity/volume purchase over a specified period of time, and such quantity/volume is not met, Customer shall be charged for the difference in price between Invenco recommended sale price (or price quoted to Customer for lower volume/quantity) and price actually paid by Customer, at the conclusion of the specified period of time.
10. **CONFIGURATION CHANGES/SOFTWARE UPGRADES.** Customer acknowledges that it is purchasing from Invenco the Products and with a particular configuration and/or features. In the event that Customer wishes to activate additional and/or different configuration or features it is obliged to report such issue to Invenco and be liable to pay any difference in price.
11. **UPDATES/UPGRADES.** In the event that Customer receives from Invenco Product updates and/or upgrades for Products under warranty - such updates and upgrades shall be limited to the products and/or serial numbers stated by Invenco and Customer is expressly not licensed to apply such updates/upgrades to any other Products.
12. **CANCELLATION AND RESCHEDULING OF PO.** Customer may not cancel any part of or all of Order. Rescheduling of Orders shall only be permitted: (i) once per Order; and (ii) for a period not exceeding 90 days following the original delivery date; and (ii) subject to payment of Rescheduling Fee, equals to 10% of the amount of the relevant Order. Repeated rescheduling of an Order and/or any rescheduling for a period exceeding 90 days following the delivery date shall be deemed cancellation. Delivery of Products purchased following a discontinuation notice of a Product, may only be rescheduled until the last delivery date contained in the discontinuation notice. Any cancellation and/or rescheduling not in accordance with the provisions of these terms and conditions or by prior express signed written agreement of Invenco shall incur a restocking fee equal to 100% of the applicable Order.
13. **REMEDIES.** Without waiving any other rights or remedies available to it under applicable law or otherwise, Invenco may, at its option, defer shipment or deliveries hereunder or under or pursuant to any other contract with Customer, until all outstanding accounts of Customer to Invenco have been satisfied in full. Any rights or remedies of Invenco granted under these General Terms and Conditions shall be in addition to and not in lieu of any other rights of remedies Invenco may have at law or in equity.
14. **INTELLECTUAL PROPERTY & INFRINGEMENT.** It is clarified, that Invenco is the owner of, and has full title to, directly or indirectly, all trademark, service marks and design marks used in connection with the Product(s) or any part thereof, as well as any and all other intellectual property rights anywhere in the world (including, but not limited to, all patents, copyrights, trademarks, trade secrets etc.) in or to the Product(s) and to all modifications, improvements and derivative works (by whomever produced) thereof ("Invenco's IP"). Customer acknowledges Invenco's ownership and the right of Invenco to control the use or display of Invenco's IP by Customer. Customer shall obtain no right, title, or interest in or to any of Invenco's IP including, without limitation, in connection with the Product(s). Any such use of Invenco's IP (if at all) shall be subject to Invenco's prior written consent, and according to policies and guidelines communicated by Invenco. In addition, Invenco shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and

information, technical processes and business methods, whether patentable or not, arising out of or evolving as a result of Del-Pak rendering engineering services to and designing systems and goods for Buyer's use.

Invenco will indemnify, defend, and hold Customer harmless, from any claim or proceeding brought against Customer to the extent the claim or proceeding alleges that Customer's use of Equipment, Software or the Cloud Service in accordance with this Agreement infringes a patent, copyright or trademark, or misappropriates the trade secret of a third party (IP Claim). The indemnity is subject to Customer: (a) promptly notifying Invenco of the IP Claim; (b) fully cooperating with Invenco in the settlement or defense of the IP Claim; and (c) making no admission of liability and not otherwise prejudicing or settling the IP Claim, without Invenco's prior written consent. Invenco will take sole control of the settlement of the IP Claim and the defense of any litigation resulting from the IP Claim and will be responsible for the costs thereof. If at any time IP Claim is made, or in Invenco's reasonable opinion is likely to be made, then in defense or settlement of the IP Claim, Invenco may, at Invenco's sole option, either (a) modify or replace such parts as are the subject of the IP Claim so they become non-infringing, or (b) procure a license for Customer to use same, or (c) may instruct Customer to cease all use of the Equipment, Software or Cloud Service at issue, reimburse the price of the Equipment paid by Customer depreciated on the basis of a 4 year depreciation life and make an adjustment to the fees that reasonably reflects the removal of the Software or Cloud Service and/or terminate this Agreement.

Notwithstanding anything to the contrary in this clause 14, Invenco assumes no obligation or liability for any IP Claim in whole or in part arising from: (a) the combination of Equipment, Software or the Cloud Service with any other product, software or service not supplied by Invenco; (b) Customer's designs, specifications, or instructions; (c) trademark infringement involving any marking or branding not applied by Invenco; (d) any use of unmodified Equipment or Software if a modification supplied by Invenco would have avoided the claim or action; (e) modification of Equipment or Software by anyone other than Invenco or its agents; or (f) Customer's data. This clause 14 Invenco states the entire liability and obligation of Invenco and the exclusive remedy of Customer with respect to any actions or claims of alleged infringement relating to or arising out of this Agreement or the Customer's use of the Equipment, Software and/or Cloud Service.

15. **DATA SECURITY AND CYBERCRIME PREVENTION.** Unless otherwise specified in this Agreement or agreed in writing by both Customer and Invenco, it is Customer's responsibility to have and maintain in place malware protection software and security for all of Customer's systems and data, which security includes properly configured hardware firewalls, unique, strong passwords per user, physical security, and access control policies. Customer acknowledges that the security and protection of Customer's network and the data and applications on that network, including protections against unauthorized access, the configuration of all required data parameters, including security-related parameters, is solely and entirely Customer's responsibility. A properly configured firewall is required for each Site using a persistent connection to the public Internet or any private network where there is a potential for unauthorized access. Customer acknowledges that, to be effective, malware protection software, hardware firewalls, system passwords and other security software and hardware components require periodic and routine updates, which Customer must obtain or perform as applicable. Invenco disclaims any warranty, express or implied, that the Software or Customer's data will remain malware-free. Customer acknowledges that failure to discharge Customer obligations to keep Customer's systems secure may result in investigation fees, fines, penalties, charge backs and credit card fraud costs, and other losses as levied by credit card processors and others, remediation costs (which may include system component updates or replacements) and lost profits and loss of reputation and/or goodwill. Customer waives any claims against Invenco for any such costs or losses to the extent arising from Customer's failure to have or maintain a secure system, or to the extent arising as a result of a failure or breach of Customer's security for Customer's systems or data, or as a result of any unauthorized access to Customer's systems. In the event of a security breach of Customer's systems, Customer agrees to promptly (i) notify Invenco of such breach, (ii) provide Invenco with copies of any forensic reports related to such breach, and (iii) authorize any investigating entities to disclose all relevant information regarding Customer investigations, including investigations in progress, of such breach to Invenco.
16. **DATA AGGREGATION.** Invenco may use and disclose transactional and system information in the form of anonymous, aggregate usage statistics that Invenco derives from the Sites via Customer's use of the Software and/or Cloud Service, but only in forms that do not reveal Customer's identity or Customer's confidential information, except as required by law or as may be needed in connection with any legal proceedings. All processes, collection, aggregation, and assembly of such data shall comply with applicable Payment Card Industry Data Security Standard (PCI DSS) requirements.
17. **CUSTOMER'S RESPONSIBILITIES.** (A) Customer agrees that: (a) it is and will be solely (as between the parties) responsible and liable for the selection, implementation, operation, integration and performance of any and all products or services of any kind it uses with Invenco's Products and/or Services; and (b) it will comply with all applicable law, rules and regulations in its use of the Products and Services. (B) Customer must provide in a timely manner, assistance, cooperation and information as well as access to Customer's personnel, data and facilities, as reasonably required to enable Invenco to perform its obligations under this Agreement. Customer acknowledges that Invenco's ability to perform its obligations under this Agreement may be affected if Customer does not comply with its obligations under this clause. (C) Customer represents and agrees that it does not intend to and will not use, disseminate or transfer in any way the Products in violation of any applicable law, rule or regulation of the United States, or any State of the United States or any foreign country of applicable jurisdiction. Without limiting the foregoing, Customer agrees that it will not export or re-export any part of a Product to any country, person, entity or end user subject to U.S. export restrictions. Customer specifically agrees not to export or re-export any part of a Product: (a) to any country to which the U.S. has embargoed or restricted the export of goods or services or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (b) to any end user who Customer knows or has reason to know will utilize the Products or portion thereof in the design, development or production of nuclear, chemical or biological weapons; or (c) to any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. (D) Customer hereby agrees to indemnify and hold harmless Invenco, its officers, directors, owners, employees and agents from and against any and all loss, cost, expense, damage or liability (including but not limited to reasonable attorneys' fees and cost of investigation) due to, relating to, arising out of or in connection with a breach of clause 17(c) of this Agreement. (E) Customer must:

(a) promptly make decisions (including approvals) and provide Invenco with all information and resources reasonably required to provide the Services; (b) use the Products and Services in accordance with this Agreement solely for Customer's own lawful internal business purposes; and (c) not resell or make available the Products or Services to any third party, or otherwise commercially exploit the Products or Services. A breach of any term of this Agreement by Customer's employees is deemed to be a breach of this Agreement by Customer. (F) Customer shall have full responsibility over integration with any third party's product, software and/or equipment including, but not limited to NCR POS/BOS FCC; (G) Customer shall have full responsibility over Hyp services, including all EMV transactions, connectivity to gateway and payment systems. For the avoidance of doubt, Supplier shall not be responsible for EMV transaction management via payment application "ASHRAIT" License.

18. **HAZARDOUS MATERIALS.** Customer acknowledges that certain Equipment covered by this Agreement may be, or become, considered as hazardous materials under various laws and regulations. Customer agrees to familiarize itself (without reliance on Invenco), with any hazard of such materials and their applications and the containers in which such materials are shipped. Customer agrees to inform and train its employees and its customers as to such hazards. Customer agrees to waive any claim against Invenco and hold harmless and indemnify Invenco against any claims by its employees or customers based on allegations relating to any such hazards except where such claims are based on failure to meet written specifications or the inaccuracy of specific safety information actually furnished by Invenco.
19. **CONFIDENTIALITY.** Each party must, unless it has the prior written consent of the other party keep confidential at all times the terms of this Agreement and any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, this Agreement (Confidential Information). Invenco's Confidential Information includes intellectual property owned by Invenco (or its licensors), including intellectual property relating to the Products and Services or the contents of any of the foregoing. Each party must: (a) effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorized access or use; and (b) disclose the other party's Confidential Information to its personnel or professional advisors on a need to know basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, the provisions of this clause 19. The obligation of confidentiality does not apply to any disclosure or use of Confidential Information: (a) for the purpose of performing the Agreement or exercising a party's rights under the Agreement; (b) required by law (including under the rules of any stock exchange); (c) which is publicly available through no fault of the recipient of the Confidential Information or its personnel; (d) which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality; or (d) which is independently developed by a party without use of the other party's Confidential Information.
20. **FORCE MAJEURE.** In case of delays in delivery dates, owing directly or indirectly to any cause beyond Invenco's control, the anticipated delivery dates shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision. Invenco shall be entitled to an extension of time for commercially reasonable delays.
21. **AVAILABILITY AND END OF LIFE (EOL).** Invenco reserves the right at any time to discontinue any Equipment or to change the specifications or design for the Products or Services on notice to Customer, provided no such change materially diminishes the functionality of the Products and Services provided to Customer under this Agreement. Any part, component or Equipment which is returned to Invenco under this Agreement becomes the property of Invenco. All copies of any Software which are replaced, whether or not as an upgrade or bug fix, will, at Invenco's option, be either: (a) erased from any media on which it is recorded or otherwise irretrievably destroyed by Customer; or (b) returned to Invenco. All replacement Software, whether or not as an upgrade or bug fix, is provided to Customer under license only and subject to the terms and conditions of the License.
22. **Entire Agreement.** Unless otherwise agreed in writing, these Terms and Conditions constitute the entire agreement between the parties, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained herein. If any term or provision of this contract shall to any extent be invalid or unenforceable, the remainder of the contract shall not be affected thereby, and each term and provision of this contract shall continue to be valid and enforced to the fullest extent permitted by law. Any modifications hereto shall be in writing and signed by both parties.
23. **Applicable Law.** The application of the United Nations Convention on Contracts for the International Sale of Products is expressly excluded in its entirety from the Agreement. The terms and conditions contained herein shall be governed by and construed under the laws of Israel without regard to its conflicts of laws rules. Any proceeding brought by a Party arising out of, under or relating to any dispute relating to these terms and conditions shall be submitted to the exclusive jurisdiction of the competent court in Tel Aviv district.

Schedule 1
Order

Schedule 2
SLA
SUPPORT AND SERVICE LEVELS

1 Support

For so long as Customer pays all fees payable under this Agreement, Invenco will perform the support services set out in this Schedule.

Support will be provided during the following hours (**Business Hours**):

Sunday – Thursday, 08.00 AM – 5.00 PM

The Service Centre is open all Business Days.

To request Support, Customer must contact Invenco to request Support via Invenco (Orpak Israel) Support Center

Equipment requiring repair is to be returned to the following service center:

© 2023 Invenco by GVR (Orpak Israel)
Greenwork
Yakum 6097200
Tel: 03-5776868
<https://www.invenco.com>

2 Support Services:

The support services provided are as follows:

- (a) Equipment:
- (i) Analyze return material authorization (via **RMA** process) information provided by the Customer or its service agent.
 - (ii) Remote resolution of Defects where available (e.g. defective firmware).
 - (iii) Issue diagnosis on Equipment returned to Invenco by Customer or its service agent with suspected defects. Where a reproducible Defect cannot be identified, a *No Fault Found* fee may apply as set out in Schedule 1.
 - (iv) Repair or replacement of Defects in Equipment at the Service Centre. For Defective Equipment under warranty, repair or replace the Defective Equipment (with either a new or refurbished product). Where Equipment is outside its warranty period or a warranty exclusion applies (see below), repair or replacement will be subject to the out-of-warranty repair fees set out in Schedule 1. Replacements may be fulfilled from refurbished stock. Repairs will be subject to the same warranties as the original Equipment, for the balance of the relevant warranty period or for 3 months from date of receipt of repaired units by the Customer (whichever is the later).
 - (v) Replacement parts for Defective Equipment under warranty. Replacement parts for Equipment that is outside its warranty period or where a warranty exclusion applies (see below) will be subject to the out-of-warranty repair fees set out in Schedule 1.
 - (vi) Updating the Customer on status of RMAs.
 - (vii) *[During the Standard Warranty Period and any Extended Warranty Period]*, mandatory firmware updates to meet regulatory mandates (EMV, PCI updates, etc.).
- (b) Software:
- (i) Mandatory updates to meet regulatory mandates (EMV, PCI updates, etc.).
 - (ii) Routine Software upgrades to enhance performance and functionality.
 - (iii) Analyze information provided by Customer or its service agent.
 - (iv) Gathering of additional logs required either remotely or with assistance from on-site Customer or Customer service agent personnel.

- (v) Remote issue diagnosis.
- (vi) Remote resolution (where available) of defects.
- (vii) Provide documented resolution to defects where remote fix is not available.
- (viii) Extensive manipulation of data at the database or data file level to correct an issue.
- (ix) Release of new builds on an agreed frequency basis to include a roll-up of all current fixes.
- (x) Release of major upgrades and new releases to generic software as available.
- (xi) Updating Customer or Customer service agent on status of calls.
- (xii) Software fault deep level diagnostics
- (xiii) Patch creation
- (xiv) Patch management/distribution
- (xv) Change control
- (xvi) Patch documentation
- (xvii) Customer support report

3 Service Levels

Subject to section 4 of this Schedule, the target resolution time for RMAs is as follows:

	Target
All RMAs	[90]% of RMAs to exit the Service Center on the [60] Business Day after receipt of RMA units in the Service Center – measured on a rolling 6 month basis

4 Service Level Conditions:

The following conditions apply to response and resolution times:

- (a) Resolution times are targets only. Invenco will use reasonable efforts to meet these targets but will have no liability to the Customer if the targets are not met.
- (b) Only business days count.
- (c) The timeframes above are based on the assumption that all information is provided to address the incident within the SLA. If this assumption is not correct workaround and/or resolution may be delayed. See section 5(a) of this Schedule for details required.
- (d) The target timeframes for workaround and resolution exclude consequential issues and/or errors arising as a result of equipment failure & unforeseen circumstances not under Invenco's control.

5 Customer Responsibilities

- (a) When logging a request for Support, the Customer must provide all information as is requested by Invenco. Failure to provide the requested information may lead to longer than acceptable response or feedback times.
- (b) The Customer or its service agent must:
 - (i) ensure that the issue has been qualified;
 - (ii) provide Invenco with remote access to Equipment to diagnose and remedy issues; and
 - (iii) back-up and/or remove any business or confidential data from any Defective Equipment before replacement. Invenco is not responsible for data stored on Equipment that is removed for replacement purposes; and

- (iv) ensure that the returned Equipment is appropriately packaged and pre-pay any shipping charges, taxes or duties associated with returning the product to the Service Center. The Customer is also responsible for insuring any hardware product shipped and assumes all risk of loss or damage during shipping.
- (c) Any firmware having been modified by Invenco as part of remedial action will be submitted to the Customer for testing and acceptance. It is the Customer's responsibility to test, accept, deploy and manage any such remedied firmware.

6 Warranty and Support exclusions

Invenco's warranties and support services exclude the following:

- (a) non-current versions of Software for more than twelve months from the date on which the most recent version is made available to the Customer;
- (b) where the Customer is not operating the most recent version of Software, correction of errors or defects in Software that have been rectified in the most recent version;
- (c) Equipment where the serial number has been removed or defaced;
- (d) hardware upgrades, including upgrades to meet regulatory mandates (EMV, PCI, etc.);
- (e) theft;
- (f) consumable items (including without limitation paper rolls, card reader cleaning cards and facia cleaning cards);
- (g) errors or defects attributable to:
 - (i) modification of Products not authorized by Invenco;
 - (ii) use of Products in conjunction with hardware or software not supplied or approved by Invenco;
 - (iii) faults in hardware or software not supplied by Invenco (except where Invenco or a Product has contributed to such malfunction);
 - (iv) poor handling, improper use or mismanagement by Customer;
 - (v) accidental or deliberate damage caused by anyone other than Invenco or its certified installers or service agents;
 - (vi) use of Products in a manner:
 - other than in accordance with Invenco's specifications and manuals;
 - contrary to law or this Agreement; or
 - not within the reasonable contemplation of Invenco;
 - (vii) viruses not present in a Product at the time of delivery; or
 - (viii) fire, lightning or acts of God;
- (h) patches or upgrades to firmware or Software where there is no reproducible defect;
- (i) determining where in the overall solution an issue may lie if it is found not to be a defect or is otherwise excluded from Support; and
- (j) any other services not defined in this Schedule 2.

7 Out of scope services

If, following any request for warranty service or Support by the Customer, it transpires that the request was outside the scope of the warranty or Support, Invenco may charge, and the Customer must pay for, any effort expended by Invenco investigating the request. Payment will be calculated on a time and materials basis using the rates and part/component charges set out in Schedule 1 (or, if no rates or no part/component charges are set out in Schedule 1, at Invenco's standard rates and charges), provided that in no case will the cost of investigation and/or repair exceed the replacement cost of the unit.

Schedule 3 **Software License**

1. Definitions

In this Schedule (**License**), unless the context indicates otherwise:

Documentation means any user, training or system manuals for the Software that describes and/or provides guidance on the Software or any aspect of the Software (in whatever form or media and as updated by Invenco from time to time); and

Software means the Invenco software made available to the Customer under this Agreement, including all associated media, upgrades, alterations and modifications to, or new releases or versions of, that software, and made available to the Customer.

2. License

- 2.1. Subject to the terms and conditions of this License, Invenco grants the Customer a non-exclusive, non-transferable, non sub-licensable license to use:
- (a) the Software; and
 - (b) the Documentation;
- solely:
- (c) at the Sites; and
 - (d) for Customer's internal business purposes.
- 2.2. The Customer may make a reasonable number of copies of the Software and Documentation for testing, training, and back-up purposes.

3. Terms of Use

- 3.1. The Customer must not, and must not permit any other person to, reverse assemble or decompile the whole or any part of the Software.
- 3.2. Except as set out in clause 2.2 of this License or otherwise permitted by law, the Customer must not, and must not permit any other person to, copy, reproduce, translate, adapt, vary, repair or any of the Software or Documentation by any means or in any form without prior written consent.
- 3.3. The Customer must not provide, or otherwise make available, the Software or any component of the Software in any form to any person (other than its employees) without the prior written consent of Invenco.
- 3.4. The Customer will comply with all relevant laws and regulations when using the Software and the Documentation.
- 3.5. The Software may not be interfaced to any unapproved third-party application. Further, the Software which resides at a Site may not be interfaced to any third party application that requires use of an Invenco proprietary interface unless Customer has first licensed a corresponding license for such interface from Invenco for each authorized copy of the Software that Customer has licensed pursuant to the Agreement. Also, Customer may not without the prior written consent of Invenco have read or write access to any Invenco proprietary database repository that is used to store data as part of the functionality of the Software.

4. Responsibilities of the Customer

- 4.1. The Customer acknowledges that it has not relied on any statements or representations made by Invenco as to the performance, functionality or suitability of the Software for its requirements, except as expressly recorded in the Agreement.
- 4.2. The Customer will comply with Invenco's reasonable restrictions and instructions in relation to the use of the Software and the Documentation, including those set out in this License.

5. Intellectual Property

- 5.1. The Customer agrees that all intellectual property rights in the Software and the Documentation belong to Invenco. The Customer will not dispute Invenco's ownership of any such intellectual property rights.
- 5.2. The Customer acknowledges that there is no transfer of title, intellectual property or ownership of the Software or Documentation or of any intellectual property relating to the Software or Documentation.

6. Termination

- 6.1. Any use of the Software for any purpose other than in accordance with clause 2, or any breach of clause 3 of this License will, without limitation, be deemed to be a material breach of the Agreement which is not capable of remedy.
- 6.2. On termination of the Agreement the Customer's right to use the Software and the Documentation will automatically terminate, and the Customer must immediately remove from its computer systems, and destroy, all copies of the Software and the Documentation.

Schedule 4 **Cloud Service Terms**

1. This Schedule 4 applies where Customer is purchasing the Cloud Service for use by Customer.

Our Offering Including the *ICS-Asset* Level (Basic Asset Management)

Below Please find Invenco Cloud service Level List & Definition

ICS Core Services	Features	Benefits
ICS-Asset Basic asset management	<ul style="list-style-type: none"> • Device PKI provisioning and cloud registration • ICS web portal access, user admin & site setup • Asset and version reports • On-demand access to platform and application logs 	<ul style="list-style-type: none"> • Reduce the cost and time burden of managing your assets • Keep track of where your devices are • Keep track of software versions are running across your network • Easily access logs to support Level 3 troubleshooting
ICS-Device Real time Management	<ul style="list-style-type: none"> • Applicable to connected hardware (OPTs, EDGE, 3rd party devices) • Hardware/platform telemetry data 	<ul style="list-style-type: none"> • Real-time connectivity of your assets to enable remote management and reporting activities
ICS-IOT Generic management of connected assets	<ul style="list-style-type: none"> • Site grouping and tagging • Teams and audit reporting • Remote software upgrade scheduling /deployment • Reboot functions • Hardware/platform configuration, alarms & reporting • 90-days data retention & reporting history 	<ul style="list-style-type: none"> • Cost is recovered through avoiding just one unnecessary truck roll per annum • Keep up with compliance with over-the-air secure remote software upgrades • Support sites with immediate help in real time, often before the site has even noticed a problem • Get alerted to systematic issues impacting multiple sites • Enable wholesalers with remote access to their sites • Maintain central control and/or delegate some support activities to your retailers/wholesalers
ICS-Payment Card payment and loyalty management	<ul style="list-style-type: none"> • Payment/EPS metrics, alarms & reporting • Remote configuration of core EPS, site parameters and BIN tables* • Configuration management and version control** • 90-days data retention & reporting history • Supports INFX-EPS/MCE and E1-100 EPS apps 	<ul style="list-style-type: none"> • Maintain high uptime targets for card payments and loyalty at your sites • Resolve payment issues quickly and efficiently • Eliminate manual processes for managing and deploying payment configuration changes • Gain insights through aggregated payment/loyalty metrics and reporting • Arm your retailers/wholesalers with the same capabilities
ICS-Forecourt Dispenser and forecourt device management	<ul style="list-style-type: none"> • Forecourt telemetry data, alarms & reporting • Remote forecourt configuration e.g. dispensers, tanks, grades* • Configuration management and version control** • 90-days data retention & reporting history • Supports INFX forecourt services and C1-100 Controller 	<ul style="list-style-type: none"> • Maintain high uptime targets for selling fuel at your sites • Resolve forecourt issues quickly and efficiently • Eliminate manual processes for managing and deploying forecourt configuration changes • Gain insights through aggregated forecourt metrics and reporting • Arm your retailers/wholesalers with the same capabilities
ICS-Prompt Customer screen UI management	<ul style="list-style-type: none"> • Prompt authoring for customer screens • Dayparts for time-of-day targeted upselling • Multi-language** and multiple screen resolutions • Flexible deployment to sites/site groups • PCI-compliant secure prompt signing 	<ul style="list-style-type: none"> • Maximize the time you have your customer's attention at the pump • Stay relevant and fresh with your branding and customer messaging • Take the opportunity to run promotions and up-sell at the pump
ICS-Playlist Synchronized media for customer screens	<ul style="list-style-type: none"> • Playlist builder for synchronized media on customer screens • Scheduling and deployment of playlist updates • Playback reporting • 30-days data retention & reporting history 	<ul style="list-style-type: none"> • Engage your customers with relevant video content while they fuel • Drive loyalty and cross-selling • Look at additional revenue streams from advertising opportunities

- The Cloud Service is a cloud hosted application which provides services to OPTs. These services include monitoring and reporting on asset information, remotely monitoring the status of the devices, remote key management, and providing capabilities to remotely update OPTs, including software, configuration and media, each as more particularly described in the Cloud Service documentation, or as modified from time to time.
- Invenco will be responsible for the following: (a) providing and maintaining the appropriate operating environment for the Cloud Service, and maintaining back-up and disaster recovery procedures and facilities and equipment (if applicable) for the Cloud Service; and (b) compliance with all laws, guidelines and standards applicable to the provision of the Cloud Service in the United States, including without limitation data privacy laws and Payment Card Industry (PCI) standards.
- Invenco will comply with any applicable data protection laws if personal information is being processed.
- Invenco will use reasonable efforts to ensure the Cloud Service is available *Sunday – Thursday, 08.00 AM – 5.00 PM on a 24/7 basis*. However, it is possible that on occasion the Cloud Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. Invenco will use reasonable efforts to notify Customer by email advance details of any unavailability.
- Customer and its personnel must use the Cloud Service in accordance with the Agreement solely for:
 - Customer's own internal business purposes; and
 - lawful purposes.
- When accessing and using the Cloud Service, Customer and its personnel must:
 - not impersonate another person or misrepresent authorization to act on behalf of others or Invenco;

- b correctly identify the sender of all electronic transmissions;
 - c not attempt to undermine the security or integrity of the IT solutions, systems and networks (including software and hardware and including any third party solutions, systems and networks) used to provide the Cloud Service (**Underlying Systems**);
 - d not use, or misuse, the Cloud Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the Cloud Service;
 - e not attempt to view, access or copy any material or data other than:
 - 1) that which Customer is authorized to access; and
 - 2) to the extent necessary for Customer and its personnel to use the Cloud Service in accordance with this Agreement; and
 - f neither use the Cloud Service in a manner, nor transmit, input or store any data, that breaches any third party right (including intellectual property rights and privacy rights) or is objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way (**Objectionable**).
8. Customer is responsible for procuring all licenses, authorizations and consents required for it and its personnel to use the Cloud Service, including to use, store and input Customer data into, and process and distribute Customer data through, the Cloud Service.
9. Customer indemnifies Invenco against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by Invenco's solicitors) and loss of any kind arising from any actual or alleged claim by a third party that any Customer data infringes the rights of that third party (including intellectual property rights and privacy rights) or that Customer's data is Objectionable.
10. Subject to clause 11 of this Schedule 4, title to, and all intellectual property rights in, the Cloud Service and all Underlying Systems is and remains the property of Invenco (and its licensors).
11. Title to, and all intellectual property rights in, Customer's data (as between the parties) remains the property of Customer. Customer grants Invenco a worldwide, non-exclusive, fully paid up, transferable, irrevocable license to use, store, copy, modify, make available and communicate Customer's data for the purpose of the provision of the Cloud Service.