



LS Retail Software License Terms (SLT)

These LS Retail Software License Terms (“SLT” or “SLTs”) form the basis for the End User License Agreement (“EULA”) governing a LS Retail Software Product (hereafter the “Software Product”), supplied to You by LS Retail, an LS Retail Partner (“Partner”) or a Sub-Contractor acting on behalf of the Partner.

The overall EULA consists of;

- These SLTs
- All Schedules, Exhibits and Addendums made to these SLTs
- The then current Microsoft Software License Terms for Microsoft Dynamics (if the Software Product is embedded with Microsoft Dynamics product), as applicable
- Other terms and conditions (not included in these SLT terms) agreed to between Partner and You.

For the avoidance of doubt, it is expressed that these SLTs do not stipulate the entire terms of the EULA between You and Partner, nor do they set forth the terms for payments and prices, support services or other services between the Partner and You.

Notice Regarding Transmission of Information. Software clients on which the software is installed may periodically provide information to LS Retail to verify that the software is properly licensed and that the term has not expired. Dependent on the Software Product, this information may include: the customer subscription identifier, number of stores, number of POSs, product name, license serial number, product version number, product use, company name, currency, head office and/or store location, terminal ID, latest transaction ID and if SAP B1 integration has been configured. By using the software, You consent to such transmission of information for validation purposes.

If an individual enters into this agreement on behalf of a company or other legal entity, that individual represents that he or she has the authority to bind that entity to this agreement.

By installing, having installed, or using the Software, You accept these terms. If You do not accept them, do not install, have installed or use the Software. If You comply with these license terms, You have the rights below.

1. SCOPE OF “LS RETAIL SLTs”

LS Retail holds and controls certain software programs entitled the "Software Product". The Software Product includes proprietary rights in certain valuable trade names, trademarks and computer programs. The methods, ideas, know-how and procedure of LS Retail are a substantial, secret, defined and important part of LS Retail and its operation.

In accordance with certain agreements with Microsoft, LS Retail ehf. (“LS Retail”) has obtained license rights to Microsoft solutions, rights to customize and create LS Retail’s own solutions, for resale and distribution to end customers, in accordance with terms and conditions set forth in those agreements. Based on the rights granted to LS Retail in these agreements, LS Retail has created certain applications and other software products that are licensed to You in accordance with these SLTs.

2. DEFINITIONS

Terms defined in this Article 2, and parenthetically elsewhere, shall throughout this Agreement have the meanings here and there provided. Defined terms may be used in the singular or plural. The words below are agreed to mean as follows:

- 2.1. **"Affiliate"** shall mean, in the context of a retail store, (i) for You, any legal entity that You own, or that owns You, or that is under common ownership with You; or (ii) for You, legal entities which are franchising from You under a franchise agreement.
- 2.2. **"Agreement"** shall mean these LS Retail SLTs, including any and all Addendums made thereto (existing at the signing date or later created), which form an integral part of this Agreement.
- 2.3. **"Authorized Hosted Solution"** shall mean a solution that makes the Software Product available to End-Users on a hosted basis via the Internet.
- 2.4. **"Combined Solution"** shall mean a Software Product developed by LS Retail that LS Retail licenses to Customer and which (i) includes the Microsoft Base Software, (ii) adds significant and primary functionality to the Microsoft Base Software, and (iii) may include software that LS Retail acquires from third parties.
- 2.5. **"Commitment Period"** shall mean a period commencing on the date of installation of the Software Product, and for which You are committed to have an active Subscription. Early cancellation fee may be charged if Subscription is cancelled prior to the end of the Commitment Period.
- 2.6. **"Documentation"** shall mean user guides and other documentation, issued by LS Retail from time to time to assist with the sale, implementation and use of the Software Product. The Documentation is made available on the LS Retail Portal. LS Retail reserves the right to make amendments, from time to time, to the Documentation.
- 2.7. **"End-User"** shall mean You, a customer of Partner who acquires an EULA to use the Software Product for its own use and not with the intent to resell, redistribute or use for commercial hosting.
- 2.8. **"End-User License Agreement"** shall mean the end-user license agreement (EULA) between You and Partner, containing these SLTs and Microsoft Software License Terms for Dynamics (if applicable), applying to End-User/s, concerning the use the Software Product. For the avoidance of doubt, should the Software Product be embedded with Microsoft Dynamics, then the license for the use of the Microsoft Dynamics software is provided to You directly from LS Retail and not sub-licensed to You by the Partner.
- 2.9. **"Enhancement Plan"** shall mean the plan under which End-Users are eligible to receive enhancements to the Software Product. Licenses on an active Enhancement Plan maintain the list price at the time of license purchase (Protected List Price "PLP") and have the possibility of upgrading to the newest version, transferring and/or adding additional modules to the license.
- 2.10. **"Microsoft Base Software"** shall mean a software product, software technology or service developed and/or hosted by Microsoft, or rights thereto, that LS Retail has the rights to integrate with LS Retail's own software products and license or distribute as a single solution to Customers either directly or indirectly through LS Retail's resellers.
- 2.11. **"Partner"** shall mean an entity who has executed a Partner Agreement with LS Retail and You are a customer of.
- 2.12. **"Partner of Record"** shall mean a Microsoft partner supplying Microsoft software products. Should the Software Product be embedded with Microsoft Dynamics, then LS Retail is registered as the Partner of Record for the license to the Software Product and Microsoft Dynamics in VOICE (Microsoft Dynamics Virtual Organization Information Center).

- 2.13. **“Software Product”** shall mean one or more of LS Retail’s software solution/s provided under this Agreement, to be further specified in a separate agreement between You and Partner, including all updates, upgrades, modifications and enhancements of such products provided by LS Retail.
- 2.14. **“Subscription”** shall mean a license for the Software Product on a term basis, for one or more Units.
- 2.15. **“Term”** of this Agreement shall mean the period commencing on the date of installation of the Software Product and/or use of the Software by You and shall continue until they expire or are terminated under Article 8 of this Agreement.
- 2.16. **“Units”** shall mean a metric for a module within a subscription license (e.g. licensed user seats, devices).
- 2.17. **“You”** shall mean the legal entity that has agreed to this agreement, and each of your and your Affiliates’ employees, contractors, agents and suppliers.

3. SCOPE OF LICENSE

- 3.1. License Grant. This Agreement grants You a limited, non-transferable, non-exclusive license to use the Software Product (including the Documentation). For the avoidance of doubt, should the Software Product be a Combined Solution, then such a Software Product is licensed to You directly by LS Retail in accordance with these SLTs and, under the terms of the (then current) Microsoft Software License Terms for Dynamics, depending on the Microsoft Dynamics product.
- 3.1.1. This Agreement does not grant You any rights to copy, modify, or distribute the Microsoft Dynamics software source code.
- 3.1.2. The Microsoft Dynamics software may not be (i) used either to develop and/or (ii) offered in conjunction with new applications, databases or tables other than those contained the Software Product. You are entitled to license additional Microsoft Dynamics software offered by Microsoft or other authorized third party.
- 3.2. Limitations of License. The Software Product is licensed, not sold. These terms only give You some rights to use the Software Product for its intended purpose. LS Retail and its suppliers reserve all other rights. Unless applicable law gives You more rights despite this limitation, You may use the software only as expressly permitted in this agreement. In doing so, You must comply with any technical limitations in the software that only allow You to use it in certain ways.
- 3.2.1. You may only use the software for your internal business purposes, and in accordance with its user instructions and manuals.
- 3.2.2. You may only use and copy the Software Product solely for the purpose of supporting or enhancing the copy of the Software Product being used in your operations and/or alleviating or correcting any failure of the Software Product to conform to any software description or specification contained in EULA, copying for security and back-up purposes only as reasonably necessary.
- 3.2.3. You shall limit access to the Software Product to those of your employees, agents, contractors who are directly engaged in the use, support or enhancement of the Software Product.
- 3.2.4. You may not (or attempt to) assign, transfer, sell, resell, distribute, lease, rent, charge, loan, grant security interest in, or otherwise transfer rights to the Software Product (in whole or in part) nor use it on behalf of or for the benefit of any other party, in perpetuity.
- 3.2.5. You may not (or attempt to) change Partner of Record for license to the Software Product, which is embedded with Microsoft Dynamics. If You do not comply with this, You are in breach of this Agreement and no longer licensed to use the Software Product for which You have changed the Partner of Record (“Transferred License”). LS Retail may in this case remove the LS

Retail granules from the Transferred License. If You remedy the situation You may be liable to reimburse LS Retail for any additions You have made to the Transferred License while LS Retail was not the Partner of Record, and any cost LS Retail incurs in configuring the Transferred License.

- 3.2.6. You may not (or attempt to) modify, adapt, translate, reverse engineer decompile, disassemble or otherwise reduce the Software Product to any human perceivable form (except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), work around any technical limitations of the Software Product, or create derivative works based on the Software Product or any part thereof, start commercial hosting the Software Product or publish the Software Product for other to copy.
 - 3.2.7. You shall take the steps necessary to protect the confidential information and intellectual property rights of LS Retail (its suppliers and/or Partner) in the Software Product, to ensure the compliance with the provisions of this clause by your employees, agents and contractors, that may come in contact with the Software Product.
 - 3.2.8. To use the Software Product with Microsoft Dynamics, You must have a valid license to use Microsoft Dynamics, including any applicable per connection, per use or other similar licenses.
 - 3.2.9. Your rights to use the Software Product may be revoked if You or your affiliates do not comply with the terms of this Agreement.
- 3.3. End-User License Agreement. Partner provides You with the Software Product under a legally binding EULA which is governed by these SLTs, and which as a minimum includes the following provisions:
- 3.3.1. Your license is limited to a specific number of users and/or devices that may access or use the respective Software Product.
 - 3.3.2. You must have enough licenses issued by Microsoft for all Microsoft software licensed to support the maximum number of users and/or devices that may access or use the Microsoft software;
 - 3.3.3. Partner shall be solely responsible for providing You with technical support.
 - 3.3.4. Partner will ensure that You: (i) have the right to receive copies of Software Product and Documentation, or (ii) prior to activating your license, You are hereby made aware that You may not always retain that right, this requirement being designed to address a future event where there may be a breach of agreement with You or when Partner is no longer able to provide appropriate support services to You for whatever reason.
 - 3.3.5. Microsoft and/or LS Retail are third party beneficiaries of the EULA, whereby they shall have the right to: (i) enforce the EULA; and (ii) verify your compliance with the EULA set forth in the Agreement. If the law governing the EULA prevents Microsoft and/or LS Retail from being a third party beneficiary, then Partner will assign to Microsoft and/or LS Retail all rights and claims it may have against You to the extent necessary to indemnify Microsoft and/or LS Retail for any loss or damage suffered that Microsoft and/or LS Retail would not have suffered as a third-party beneficiary.
- 3.4. No other Licenses granted. No other licenses to the Software Products are granted to You unless specifically stipulated further in attachments or addendums to this Agreement.

4. SUBSCRIPTION LICENSING TERMS

- 4.1. Acknowledgement. The following provisions of Articles 4.1.1-4.1.7 apply to non-perpetual licenses for the Software Product issued on a term basis, for one or more Units, i.e. "Subscription Licensing". If this applies to You, You expressly acknowledge the following:
- 4.1.1. The Software Product is made available to You on a hosted basis via the internet or is installed on your premises. The Subscription is on per user basis and for a limited term.
 - 4.1.2. LS Retail (and/or Microsoft if applicable) may disable your Subscription. Depending on the Subscription, this may mean that You will have limited or no access to the Software Product. In case the Software Product is embedded with Dynamics, Microsoft will not be liable in any manner whatsoever to You arising out of LS Retail's disabling your Subscription, and Microsoft reserves the right to terminate a Subscription, at any time, in response to an intellectual property infringement claim against Microsoft or according to a court or other governmental order. Upon termination of certain agreements between LS Retail and Microsoft, LS Retail may no longer be able to provide certain Software Products on Subscription, and such Subscriptions may therefore be terminated without liability by LS Retail.
 - 4.1.3. Upon expiration or termination of the Subscription, You will no longer have the right to use the Software Product (provided under such Subscription). You expressly agree to cease use and remove all copies upon expiration or termination of Subscription. If You continue to use the Software Product after the Subscription expires, then You could be held liable for infringement of intellectual property rights, which could result in significant damages being assessed against You or other legal remedies.
 - 4.1.4. Subscription Validation. Servers on which the software is installed will from time to time perform a validation check of the software, as detailed in the Microsoft software license terms. Validation verifies that the software has been properly licensed. It also verifies that no unauthorized changes have been made to the validation functions of the software.
 - 4.1.5. Invoicing. For Subscriptions, Partner will invoice You in regular increments by sending an invoice to a single individual or email alias designated by You. The invoice will identify the Subscription fees payable by You in accordance with the pricing applicable to each Subscription. LS Retail may terminate your Subscription for Partner's non-payment or legal/regulatory reasons, or as otherwise permitted under the Agreement. If LS Retail terminates your Subscription, LS Retail will stop billing Partner for that Subscription. Partner may cancel your Subscription at any time, but LS Retail (if applicable) will not provide You a refund or credit after You have been provisioned with a Subscription. LS Retail may also charge an early termination fee.
 - 4.1.6. Maintenance. Included in the Subscription fee are updates to all major releases of the Software Product, and minor updates at the discretion of the hosting provider. Updates to the hosting environment may require an update to your hardware to match the hosting environment.
 - 4.1.7. Subscription Compliance. If LS Retail sends Partner notice that You are using the Software Product after subscription license has expired, Partner must either place an order for a renewal or contact You to obtain an order for a renewal. If You do not want to renew your subscription, Partner will notify You that You do not have the right to use the Software Product. LS Retail (and Microsoft if applicable) reserves the right to contact You directly regarding this issue.

5. INTELLECTUAL PROPERTY RIGHTS – INFRINGEMENT

- 5.1. Intellectual Property Rights. All present intellectual property rights including copyright and industrial rights in the Software Product and/or accompanying material are the sole property of LS Retail and/or its suppliers. This Agreement does not in any way purport to transfer any such rights to You in any respect.
- 5.2. Infringement. You shall notify Partner as soon as practicable after You become aware of: (i) any actual, threatened or suspected infringement of any intellectual property (including know-how) in respect of the Software Product, any related material or of any breach of confidence relating to any of the foregoing; (ii) any claim brought against You alleging that its use of the Software Product, any related material any intellectual property or other rights belonging to or alleged to belong to the claimant.

6. PRODUCT ENHANCEMENT AND SUPPORT

- 6.1. First point of contact. Partner is your first point of contact and reference in respect of queries, complaints and technical support and will render as much assistance as practically possible.
- 6.2. Upgrades. Partner will install any update or improvement of the Software Product as soon as You require, and Partner will keep You fully informed of any available upgrades or improvements.
- 6.3. Enhancement Plan. Partner will not make the referred upgrades and repairs available to You unless You have a valid Enhancement Plan for the respective Software Product or have an active Subscription.
 - 6.3.1. If You have purchased a “Combined Solution” and You have a valid enhancement plan in effect with Microsoft, You are obligated to have a valid enhancement plan in effect for the portion of the Combined Solution developed by LS Retail.
- 6.4. Support. For the purpose of this Agreement, Partner will provide You with the support services in relation to the Software Product in its own name and for its own account, in accordance with a separate agreement between Partner and You, whereby the services are defined.

7. LIMITED WARRANTY AND LIABILITY - DISCLAIMER

- 7.1. Warranty. LS Retail confirms and warrants that it is the owner of and/or controls all intellectual property rights and any other rights to the Software Product necessary to perform and administer this Agreement.
- 7.2. Limited Warranty. The Software Product is provided “as is” with all faults and, to the fullest extent permitted by law, LS Retail makes no other warranties or representations than described above and accepts no other conditions in relation to the Software Product. LS Retail does not give any further representation, warranty or undertaking as to the effectiveness, performance, quality, merchantability, durability or fitness for any purpose of the Software Product or any related material or documentation or services, or that the Software Product, or any related material or documentation or services supplied by LS Retail is free from any defect or error.
- 7.3. Limited Liability. To the maximum extent permitted by law, LS Retail (and/or its suppliers) is in no way liable to You by reason of any representation or the breach of any implied condition, warranty or other term or any duty under any law or statutes, or under any express term of this Agreement, for any direct or indirect loss, damages, costs, expenses or other claim for compensation whatsoever (including without limitation, consequential, special or incidental damages, damages for lost profits or revenues, business interruption, or loss of business information), whether occasioned by the negligence of LS Retail, its servants or agents or otherwise, which arises out of or in connection with this Agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.

- 7.4. IT IS EXPRESSLY STATED THAT MICROSOFT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMS ALL WARRANTIES AND ANY LIABILITY, FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, AS A RESULT OF THE USE OR INSTALLATION OF THE SOFTWARE PRODUCT.

8. TERM AND TERMINATION

- 8.1. As stated in Article 2.3, this Agreement shall commence on the date of installation of the Software Product and/or use of the Software by You and shall continue until they expire or are terminated under this Article 8. Subscription Licensing renews automatically unless, at least 10 days prior to the date of your next invoice, LS Retail receives a written notification that You do not wish to renew. Otherwise, You agree to pay renewal charges. Early cancellation fee may be charged if Subscription is cancelled prior to the end of the Commitment Period.
- 8.2. The SLTs apply to You during the Term. The EULA can be terminated, in accordance with a separate written EULA agreement between Partner and You, concerning the Software Product and support services thereto.
- 8.3. In addition to any other rights and remedies at law, LS Retail shall be entitled to terminate this Agreement forthwith by giving written notice if:
- 8.3.1. You commit any breach of this Agreement and if the breach is capable of remedy, fail to remedy it within 30 days after being given a written notice containing full particulars of the breach and requiring it to be remedied; or
 - 8.3.2. You become directly or indirectly involved, in the design, development, manufacture and/or distribution of any products which compete directly with the Software Product.
- 8.4. Obligations Surviving Termination. Notwithstanding any expiration or termination of an EULA and any exercise of rights by You or Partner under a separate agreement hereunder, the following rights and obligations shall survive any such termination or exercise of rights necessary to permit their complete fulfillment or discharge:
- 8.4.1. Partner's right (or LS Retail's right if applicable) to receive or recover, and your obligation to pay any fees or other sums payable under a EULA and/or its Schedules which are vested in, accrued or accruable at the time of termination or exercise of such rights.
 - 8.4.2. Any rights or remedies of LS Retail or Partner under this Agreement, with regards any cause of action or claim of either party, whether or not accrued at the time of termination, arising from the other party's breach of or failure to perform any obligation under this Agreement.
 - 8.4.3. In addition to the rights and obligations which survive as expressly provided in this Agreement, the Articles and Schedules which by their nature should survive, shall survive and continue after any termination or expiration hereunder.

9. MISCELLANEOUS

- 9.1. Assignment. This Agreement is personal to You, You are not entitled to assign, mortgage, charge, or otherwise transfer or sub-license any rights under this Agreement, except with prior written approval.
- 9.2. Severability. If any provision hereof is determined by a tribunal of competent jurisdiction to be illegal or unenforceable, it shall automatically be deemed conformed to the minimum requirements of law and, along with all other provisions hereof, shall thereupon be given full force and effect.
- 9.3. Validity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited

by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement that shall continue in full force and effect.

9.4. Governing Law - Jurisdiction.

9.4.1. The laws and jurisdiction of the country where You acquired the Software Product shall apply.

9.4.2. Notwithstanding the foregoing, the LS Retail and/or Partner reserve the right to seek and obtain injunctive relief, whether in the form of a temporary restraining order, preliminary injunction, injunction to enforce an arbitration award, or other order of similar import, including obtaining full payment of all fees and costs under this Agreement from any court of competent jurisdiction.

10. COMPLIANCE WITH LAWS AND LOCAL REGULATIONS

The Software Product is subject to U.S. and European Union Export jurisdictions. Releases or versions of certain Software Products may be subject to particular restrictions under the laws and regulations of a certain country or territory. Without limitation, parties acquiring software from Microsoft are responsible for obtaining all licenses or other approvals necessary for downloading or transfer of the software or use of the service. A party may not transfer the software or services without U.S. Government permission to (a) anyone on the U.S. Treasury Department's lists of Specially Designated Nationals (including the Government of Iran, Government of North Korea, Government of Syria, Government of Sudan, Government of Cuba, prohibited members of the Cuban Communist Party), or on the U.S. Commerce Department's Denied Persons List, Entity List, or Unverified List, or on the U.S. State Department's Debarred List or Non-proliferation List; or (b) for use with chemical or biological weapons, sensitive nuclear end-uses, or missiles to deliver them. The same applies to Partner in connection with distribution of the Software Product.