

PRICECHECK MERCHANT AGREEMENT

Last Updated January 4, 2018

This Agreement between you and Pricecheck Inc. or one of its designated affiliates (“Pricecheck”) governs your use of the Pricecheck Merchant Software as a Service suite of applications (“Service”), the user application software and updates (“Software”) that Pricecheck provides you in connection with the Service (together, “Products”) you purchase from Pricecheck or from an authorized Pricecheck reseller (“Reseller”). The additional terms stated in the attached Exhibits and the [Pricecheck Website](#) where you registered and activated your subscription to the Service (“Web Site”) and the back office account administration portal Pricecheck provides to you as part of the Service (“Pricecheck Merchant Account Portal”), including the [Merchant Billing Terms](#) (“Billing Terms”), are incorporated by reference. If you purchase Products through a Reseller, then the pricing, invoicing and credit terms between you and the Reseller will apply to your financial obligations to the Reseller for the Products. Updates to this Agreement or any of the additional terms referenced above will be effective 30 days after they are published on the Web Site or the Pricecheck Merchant Account Portal; you may elect not to accept an update by canceling your subscription to the Service.

1. The Service

1.1 Subject to your compliance with this Agreement and your timely meeting of the financial terms, including payment of the applicable subscription fees and charges stated on the Web Site or those you agreed to in writing with Pricecheck or with a Reseller, Pricecheck authorizes you to access the Service for your internal use on your own behalf and not for the benefit of any third party. This access right is non-exclusive and non-transferable and will end when this Agreement expires, is terminated or cancelled. Pricecheck may cancel this Agreement and the Service in accordance with the terms set forth in the Billing Terms even if you purchase Products through a Reseller.

1.2 The Service will be available to you 24 hours per day via Internet access, other than for interruptions due to service maintenance and upgrades, system failure, system backup and recovery, and for causes beyond Pricecheck’s control. In order to maintain reasonable production data storage requirements and to ensure proper performance of the Service, Pricecheck may implement, in its sole discretion, limited data archival policies and procedures including periodic data purging of the software, or other systems Pricecheck uses to provide the Service.

1.3 If you register for a free trial of the Service through the Web Site, Pricecheck will make the Service available to you on a trial basis at no charge to you until the earlier of the end of the trial period stated on the Web Site, or the start date of your subscription to the Service. During the trial period the Service is provided “as is” and without a warranty of any kind; Pricecheck may suspend, limit, or cancel the Service for any reason at any time without notice; and Pricecheck will not be liable to you for damages of any kind related to your access or use of the Service. Unless you subscribe to the Service before the end of the trial period, all of your sales and inventory or other data that resides within the Service will not be accessible to you after the trial period ends.

1.4 You may purchase available Hardware from Pricecheck for use with the Service at the per unit pricing stated at the Web Site or the Pricecheck Merchant Account Portal. Title and risk of loss to Hardware pass to you when Pricecheck places them with a carrier for shipment to you, freight prepaid.

1.5 Depending on your Service configuration, and unless you purchase applicable Hardware from Pricecheck, you will be required to provide your own mobile or hardware devices, servers or wireless network hardware (“Customer Provided Hardware”) and to download and install the Software on such Customer Provided Hardware. The Software is licensed to you subject to any terms and conditions presented when you downloaded it from a source authorized by Pricecheck, as well as those contained in this Agreement. If there is a conflict, this Agreement will control. You are licensed to use the Software only with the Service, and your license will end when your subscription to the Service ends. The Software is copyrighted and licensed, not sold, and is Pricecheck’s confidential and unpublished information. You will retain any copyright notices and proprietary legends on all copies of the Software and the media on which it is delivered. Any attempt to transfer the Software is void and will automatically cause your license to end.

1.6 You are licensed to possess and use only the object code form of the Software. Except as this Agreement expressly permits, you may not (a) use, copy, modify, publish, or display the Software; or (b) disclose, rent, loan, or transfer it to any other party. You may make one archival copy of the Software for backup purposes only. You may not reverse engineer the Software or derive a source code equivalent of it other than as authorized by statute. You are not licensed to use the Software in conjunction with software or hardware other than that authorized by Pricecheck, and Pricecheck does not warrant that the Service will be compatible with any Customer Provided Hardware. Use of any Customer Provided Hardware that have been modified contrary to the manufacturer’s specifications or guidelines, including modifications that disable hardware or software controls (e.g., “jailbreaking”), is expressly prohibited, and your use of such Customer Provided Hardware will entitle Pricecheck to terminate this Agreement and your access to the Service immediately, without further obligation to you. Your license will automatically end if you fail to comply with any part of this Agreement. When your license ends, you will immediately stop using the Software and will destroy all copies unless Pricecheck directs otherwise.

1.7 Pricecheck or a Reseller may invite you to participate in a Pricecheck managed controlled deployment program of new versions, features or functions Pricecheck is testing in connection with the Products or other products prior to their general market availability (“Beta Products”). If you participate in a controlled deployment program, Pricecheck or a Reseller will make the Beta Products available to you for a limited period of time for testing and evaluation purposes. Your participation in a controlled deployment program is voluntary, and while Pricecheck may not charge you any fees to participate, you will be required to provide reasonable feedback concerning your use of the Beta Products, including errors, deficiencies, problems or recommendations to modify. All feedback you provide to Pricecheck or the Reseller will be deemed Ideas (as defined below). Beta Products are provided “as is” and without a warranty of any kind; Pricecheck may suspend, limit, or cancel any controlled deployment program for any reason at any time without notice, and Pricecheck will not be liable to you for damages of any kind related to your access or use of the Beta Products. The Service and the Software provided as

part of the Beta Products will not be considered generally released or covered under the warranty described in Section 5 until you commence paying for a subscription to the Service with Pricecheck or a Reseller. You acknowledge that any sales and inventory or other data that resides within the Service may not be accessible to you after the limited beta period ends.

1.8 Pricecheck or a Reseller may invite you to or you may choose to submit comments or ideas about the Products, including without limitation about how to improve the them or our other products (“Ideas”). By submitting any Idea, you acknowledge that your disclosure is gratuitous, unsolicited, and without restriction; that it will not place Pricecheck under any fiduciary or other obligation; and that Pricecheck is free to use the Idea without any additional compensation to you, or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Pricecheck does not waive any rights to use similar or related ideas previously known to Pricecheck, or developed by its employees, or obtained from sources other than you.

2. Pricecheck Responsibilities

2.1 Your subscription fee includes remote support via telephone, email, or live text or chat for the Service on the terms stated at the Web Site or the Pricecheck Merchant Account Portal (*you acknowledge that third party message and data rates may apply*).

2.2 Pricecheck will use commercially reasonable efforts to provide you with 7 days advance notice of any scheduled downtime that may impact your ability to use or access the Service and will notify you as soon as reasonably possible of any significant disabling of the Service for security reasons.

3. Your Responsibilities

3.1 You are responsible for installing and configuring, and using the Service, Software, and Hardware if applicable, including account set up and configuration settings (unless Pricecheck provides remote support for any of the foregoing as part of your subscription to the Service), compliance with applicable laws and regulations, and establishing any payment processing or other services certified by Pricecheck for use with the Service. You will provide Pricecheck access to your network, system, data, and relevant information as reasonably required to perform the Service. You acknowledge that Pricecheck personnel may require, and you will provide, the ability to access and correct transaction or input data while the Service is being provided to you. Pricecheck is not responsible for any damage caused by errors or omissions in any information, instructions, data or scripts you or a third party provides on your behalf in connection with the Service, or any actions Pricecheck takes at your direction.

3.2 To use the Service, you must maintain Internet access at your own expense. Pricecheck is not responsible for and does not warrant the performance of any internet service or other provider or its services, and you agree that Pricecheck has no liability to you for such performance or services.

3.3 Title to hardware, software, systems, documentation, and other intellectual property Pricecheck uses to provide the Service will remain with Pricecheck or its licensors, unless

otherwise agreed in writing. You will take reasonable actions to protect Pricecheck's intellectual property rights. You will use all reasonable efforts to prevent any unauthorized access to, or use of, the Service, the Software, or their documentation and you will promptly notify Pricecheck if any such unauthorized access or use occurs.

4. Data and System Security

4.1 Definitions:

4.1.1 "Personal Data" means information or data relating to an identified or identifiable natural person that is subject to protection under applicable Data Protection Law; where a natural person includes your personnel that access and use the Service or the Software or customers you transact business with using the Service ("Users").

4.1.2. "Customer Data" means information or data (which may include Personal Data) that you input and transfer to Pricecheck for processing and that is collected, stored or maintained in the course of providing the Service or the Software. Customer Data expressly excludes any information or data that does not connect or associate you or any Users to or with such information or data.

4.1.3 "Data Protection Laws" means all laws and regulations that govern the access, use, disclosure, or protection of Personal Data to which a party is subject with respect to the Service or the Software.

4.1.4 "Data Subject" means the User to whom the Personal Data refers.

4.2 Pricecheck has implemented physical, technical, and organizational measures designed to secure Personal Data from unauthorized access, use, alteration, or disclosure. Pricecheck will: (a) maintain an appropriate level of physical security controls over its data center including, but not limited to, appropriate alarm systems, fire suppression, and access controls (including off-hour controls); (b) periodically test its systems for security breach vulnerabilities; (c) use commercially reasonable efforts to protect its systems from unauthorized access, including the use of firewall and data encryption technologies as applicable; and (d) maintain safety and physical security procedures with respect to its access and maintenance of Personal Data which are materially consistent with general industry practice. Notwithstanding the foregoing, you acknowledge that Pricecheck cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Personal Data for improper purposes. Pricecheck may disclose Personal Data to the extent compelled by process of law, provided that you are given advance written notice (unless providing such notice is prohibited by law or regulation).

4.3 Customer Data will remain your property. Except as otherwise provided in this Agreement, Pricecheck will not disclose Customer Data to any third party without your consent, but you acknowledge that Customer Data and your Confidential Information may be subject to regulation and examination by auditors and regulatory agencies, and Pricecheck may disclose it to them upon their request. Pricecheck may retain, disclose, and use Transaction Data which it creates in the course of the Service and which may be based upon Customer Data. "Transaction

Data” is anonymized or aggregated data which has had all personally identifiable information removed.

4.4 You acknowledge that Personal Data may be transferred or stored outside of the European Economic Area or the country where the User is located in order for Pricecheck to provide the Service and Software, and to perform its other obligations under this Agreement. You are responsible for all Customer Data, including its legality, reliability, integrity, accuracy, and quality and your compliance with all applicable laws and regulations, including Data Protection Laws or other legal duties applicable to your possession, transmission, processing, or use of Customer Data, and you will implement appropriate measures to ensure compliance. Such compliance includes but is not limited to you: (a) ensuring that the relevant Data Subjects have been informed of, and have given their consent to, the transfer, processing and use of their Personal Information; (b) providing appropriate notifications and communications to the relevant Data Subjects; (c) and managing any complaints or access requests from Data Subjects. Pricecheck will take steps designed to ensure that the Customer Data it collects is used for its intended purpose(s).

4.5 You acknowledge that it is your responsibility to secure and protect your network and information under the PCI Data Security Standard (“PCI-DSS”) and that you are responsible for your own PCI-DSS compliance. You will: (a) maintain an environment for your payment card processing activities which is compliant with the PCI-DSS or its successors; (b) not use the Service other than in compliance with the PCI-DSS; (c) promptly implement Service and Software updates provided by Pricecheck; (d) not use any remote access application to access the Service except as authorized in writing by Pricecheck; (e) securely delete previously stored information or data; and (f) employ recommended security measures on Customer Provided Hardware and wireless, mobile data or other systems or networks you use in connection with the Service, including use of available encryption and password protection. You are strongly advised to engage the services of a Qualified Security Assessor approved by the PCI Security Standards Council (a “QSA”) to ensure that no payment card track data is present on your systems or network; determine your level of PCI-DSS compliance; assist you with your compliance obligations; and mitigate any issues that may arise.

4.6 You acknowledge that Pricecheck does not control the transfer of data over telecommunications facilities, and that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by third parties. Pricecheck will not be responsible for any delays, delivery failures, or any other loss, damage or corruption resulting from such transfer. Pricecheck does not warrant that third party Internet sites will be accessible without interruption, will meet your requirements or expectations or those of any third party, or will be free from errors, defects, design flaws, or omissions. In the event of any loss, damage or corruption to any Customer Data, Pricecheck will use commercially reasonable efforts to restore the lost, damaged or corrupted Customer Data from the latest back-up of such Customer Data maintained by Pricecheck in accordance with the archiving procedure.

4.7 You acknowledge that it is your responsibility to maintain the security of your own systems, servers, and communications links, and to provide secure access to those systems and information, and for all data backup and recovery, including retention of any data, records or

information required by law or regulation. You will follow Pricecheck's password security guidelines, and you will guard passwords against misuse. Pricecheck may direct you to change the password to one that is more secure.

4.8 You will not use, nor will you permit any third party to use, the Service to upload, post, or otherwise transmit any data that: (a) is deceptive, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) is harmful to minors in any way; (c) you do not have a right to transmit under any law or under contractual or fiduciary relationships; (d) infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; (e) constitutes unsolicited or unauthorized advertising or promotional materials, including but not limited to junk mail, spam, chain letters, and pyramid schemes; (f) is designed to access or monitor any material or information on any Pricecheck system using any manual process or robot, spider, scraper, or other automated means; (g) violates Data Protection Laws or other laws; or (h) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, impose an unreasonable or disproportionately large load on, or limit the functionality of any computer hardware or software, or telecommunications equipment. You will defend and hold Pricecheck harmless from any claim or loss resulting from your failure to comply with this section.

4.9 With respect to any Pricecheck computer system, network, or service, you agree not to: (a) impersonate any person or entity; (b) forge headers or otherwise manipulate identifiers in order to disguise the origin of any data; (c) develop or deploy restricted access pages or hidden pages or images (*i.e.*, those not linked from another accessible page); (d) interfere with or disrupt Pricecheck websites, servers, systems, or networks; (e) violate any applicable law or regulation; (f) stalk or otherwise harass another; (g) use, or attempt to use, any system or account without the owner's permission; or (h) interfere with, defeat, or circumvent any security function. You will defend and hold Pricecheck harmless from any claim or loss resulting from your failure to comply with this section.

5. Warranties

5.1 Pricecheck warrants that the Service and Software will be materially as described in their published user documentation. Provided that you have timely paid all subscription and other fees due, Pricecheck will promptly at its expense correct any Service or Software that fails to materially conform to this warranty. If Pricecheck is unable reasonably to do so, as your sole remedy you may terminate the Service by giving written notice to Pricecheck within 30 days after the nonconformance, and Pricecheck will cease delivering the Service within 30 days after receiving your written notice. You will pay Pricecheck for all Service actually provided through the termination date. Hardware is warranted against defects in manufacture for 30 days from the date of purchase, and Pricecheck will replace or refund the purchase price of nonconforming Hardware if applicable. Warranty claims must be submitted by you or a Reseller on your behalf in accordance with the terms stated at the Web Site or the Pricecheck Merchant Account Portal. These are the sole and exclusive warranties made by Pricecheck. There are no warranties of merchantability or fitness for a particular purpose. There are no other warranties or warranty remedies, oral or written, express or implied. Pricecheck does not warrant that a Product will yield any particular business or financial results; that data, reports, or analysis will be accurate in

all respects; that a Product will be free from all bugs and errors; or that a Product will operate without interruption.

5.2 You warrant that: (a) you are at least 18 years of age; (b) you are eligible to register and use the Service and have the right, power, and ability to enter into and perform under this Agreement; (c) the name you identify when you register is your real name or the business name under which you sell goods and services; (d) any sales transaction you submit will represent a bona fide sale by you, will accurately describe the goods or services sold and delivered to a purchaser, and will be properly reported for tax (including sales and ad valorem tax) purposes; and (e) you will fulfill all your obligations to each customer for which you submit a transaction and will resolve any dispute or complaint directly with the customer.

6. Infringement Claims

6.1 Pricecheck will, at its expense, defend you against any IP Claim. Pricecheck will also pay the damages, costs, and attorneys' fees that are awarded against you in a final, non-appealable court judgment for the IP Claim, or required to be paid by you or on your behalf in a settlement of the IP Claim that Pricecheck has agreed to in writing. As used in this Section 6, an "IP Claim" means a suit brought against you by a third party to the extent the suit alleges that your use of a purchased Product infringes a patent or copyright of the third party.

6.2 Pricecheck's obligations set forth in Section 6.1 are subject to you: (a) providing prompt written notice that the IP Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing Pricecheck sole control of the defense and any appeal or settlement (at Pricecheck's discretion) of the IP Claim (collectively, "Defense or Settlement"); (c) cooperating with respect to the Defense or Settlement; (d) providing Pricecheck with requested documentation and information relevant to the IP Claim or the Defense or Settlement; and (e) complying with all court orders. If your delay in providing the Claim Notice causes detriment to Pricecheck with respect to the defense or resolution of the IP Claim, the obligations set forth in Section 6.1 will not apply to the IP Claim. Notwithstanding any other provision of this Agreement, Pricecheck is not responsible for any fees (including attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to its receipt of the Claim Notice from you. Pricecheck will have the sole right to select counsel. You may, at your sole expense, engage additional counsel of your choosing for purposes of conferring with Pricecheck's counsel.

6.3 The obligations set forth in Section 6.1 will not apply to an IP Claim if the alleged infringement is based on, caused by, or results from (a) Pricecheck's compliance with any of your designs, specifications, or instructions; (b) modification of the Product other than by Pricecheck; (c) any product or service not provided by Pricecheck to you; or (d) combination or use of the Product with any product or service not provided by Pricecheck to you.

6.4 If an intellectual property infringement allegation is brought or threatened against a purchased Product, or Pricecheck believes that such an allegation may be brought or threatened, Pricecheck may obtain a license for the Product; modify the Product; or replace the Product with a product having substantially the same functionality. If Pricecheck in its discretion determines that none of the foregoing is available on a reasonable basis, upon Pricecheck's written notice to you: (a) Pricecheck may cease delivering the affected Products and refund any amount that you

have pre-paid for any such Products not yet delivered; and (b) you will promptly return all of the affected Software or Hardware to Pricecheck, and Pricecheck will refund the price you paid Pricecheck for that Software or Hardware, less depreciation on a 5 year straight-line basis.

6.5 This Section 6 sets forth Pricecheck's entire obligations and your exclusive remedies with respect to any IP Claim or any intellectual property infringement.

7. Mutual Liability Limitations

7.1 Neither party will be liable to the other, whether in an action in contract, tort, product liability, strict liability, statute, law, equity, or otherwise arising under or related to this Agreement: for any indirect, incidental, consequential, special, or punitive damages; for loss of profits or revenue (other than in an action by Pricecheck to recover amounts owed); or for loss of reputation, goodwill, time, opportunity, data or access to data. As used in this Section 7, a "party" includes a party to this Agreement and its affiliates, employees, agents, contractors, and suppliers when acting in that capacity with respect to the Products, and any persons or entities claiming by or through a party to this Agreement.

7.2 Neither party will be liable to the other for any amount greater than the cumulative purchase price, fees, and charges paid for the Hardware at issue; or in the case of the Service or the Software, any amount greater than the total fees charged by Pricecheck during the Preceding 12 months for the Service or the Software giving rise to the liability.

7.3 Sections 7.1 and 7.2 will not limit a party's liability for bodily injury, including death, to the extent caused by its negligence or willful misconduct; or a party's liability for violating the other party's intellectual property rights; or a party's obligation to defend, hold harmless, or indemnify the other party under Sections 4.8, 4.9 or 6, or as set forth in any Exhibit; or its liability for damages which cannot be excluded under applicable law or regulation.

7.4 Each clause and phrase of this Section 7 is separate from each other clause and phrase, and from the remedy limitations and exclusions elsewhere in this Agreement, and will apply notwithstanding any failure of essential purpose of a remedy, any termination of this Agreement, or severability of any clause or phrase in this Agreement.

8. Third Party Products

8.1 Third party products provided to you by Pricecheck for use with your subscription to the Service are subject to any terms provided by their supplier. Unless Pricecheck specifically agrees otherwise in writing, you acknowledge and agree that such third party products are provided "as-is" without a warranty from Pricecheck. Accordingly, Pricecheck expressly disclaims all warranties of any nature with respect to any such third party Products, whether oral or written, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of any third party rights.

8.2 Third party products and services may be advertised or made available to you for purchase directly from their supplier through the Web Site or by email or other electronic communications, including notifications made through the Service or the Pricecheck Merchant

Account Portal. Any representations or warranties that may be provided in connection with any such third party products or services are provided solely by their supplier. Pricecheck will not be responsible for any of your dealings or interactions with any of those third party suppliers.

9. Confidentiality

9.1 “Confidential Information” is proprietary information disclosed by one party to the other related to the disclosing party, this Agreement, or the Products. In addition, business plans, pricing information, software in human-readable form, and any other information that, by its nature or on its face, reasonably should be understood by the receiving party to be confidential will be considered Confidential Information whether or not it is so marked. Otherwise, Confidential Information disclosed in documents or other tangible form must be clearly marked as confidential at the time of disclosure, and Confidential Information disclosed in oral or other intangible form must be identified as confidential at the time of disclosure.

9.2 Confidential Information does not include information that is or becomes available without restriction through no wrongful action or inaction.

9.3 All Confidential Information remains the disclosing party’s property. Upon the disclosing party’s request, all Confidential Information (other than materials that have been licensed to the recipient and with respect to which the recipient is in full compliance with its obligations) will be destroyed or returned to the disclosing party, less a single archival copy which may be used only to address disputes related to that Confidential Information.

9.4 Each party will use reasonable efforts to prevent the disclosure of the other’s Confidential Information to third parties and its employees who do not have a need to know, but may disclose Confidential Information to the extent compelled by process of law, provided that the disclosing party is given advance written notice (unless providing such notice is prohibited by law). Confidentiality obligations under this Agreement with respect to business plans, pricing information and software in human-readable form will continue indefinitely. Otherwise, confidentiality obligations under this Agreement will end 3 years after the date of disclosure. Protection of Personal Data is set forth in Section 6.

9.5 Either party may disclose Confidential Information to its accountants, lawyers, and other professional advisors; and to its affiliates, consultants, and contractors who have a need to know it to further permitted use of the Service; provided that each agrees in writing to confidentiality obligations consistent with this Agreement, including its intellectual property and confidentiality provisions. The disclosing party is an intended third party beneficiary of any such agreement and will have the right to directly enforce it.

10. Marketing

You agree that Pricecheck may reference your execution of this Agreement and your status as a user of the Products and may use your logos in product literature, advertisements, articles, press releases, marketing literature, presentations, social media and the like.

11. Governing Law; Disputes

11.1 The laws of the State of New York, U.S.A. govern this Agreement, and the relationships created by it, except for its laws regarding conflicts of law and arbitrability; the Federal Arbitration Act governs all issues of arbitrability. Neither party may bring a claim more than 2 years after the underlying cause of action first accrues.

11.2 Each party agrees to give the other prompt written notice of any claim, controversy, or dispute arising under or related to this Agreement, and both parties agree to engage in good faith discussions to resolve the matter. If that fails to resolve the matter promptly, upon the election of either party, the parties will participate in a non-binding mediation before a mutually-agreed mediator. Any controversy, claim or dispute which is not resolved through the procedures set forth above within 60 days following the initial notice (or such longer period as the parties may agree) will be resolved by arbitration before a sole arbitrator who is an attorney, under the then-current Commercial Arbitration Rules of the American Arbitration Association. The duty and right to arbitrate will extend to any employee, officer, director, shareholder, agent, or affiliate, of a party to the extent that right or duty arises through a party or is related to this Agreement. The decision and award of the arbitrator will be final and binding, and the award rendered may be entered in any court having jurisdiction. The arbitrator is directed to hear and decide potentially dispositive motions in advance of a hearing on the merits by applying the applicable law to undisputed facts and documents. The arbitration will be held in New York, New York, U.S.A.. This Section 11.2, and the obligation to mediate and arbitrate, will not apply to claims for misuse or infringement of a party's intellectual property or Confidential Information, or collection of sums owed to Pricecheck under this Agreement. A party may at any time seek from a court of competent jurisdiction an injunction or other equitable relief in aid of arbitration. The arbitrator will not have authority to award punitive damages, non-compensatory damages, or any damages other than direct damages, nor have authority to award direct damages inconsistent with the limitations and exclusions set forth in this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

12. General Terms

12.1 Except for your obligation to make payments when due, neither party will be liable for failing to fulfill its obligations due to acts of God or government, civil commotion, military authority, war, riots, terrorism, strikes, fire, attacks on or through the Internet, or other causes beyond its reasonable control.

12.2 Except as permitted by this Section 12.2, neither party may assign this Agreement or its rights or obligations under it without the express consent of the other party. Pricecheck may use affiliates, contractors or suppliers to act on its behalf (but doing so will not alter Pricecheck's obligations to you, and those parties will be bound to the same confidentiality obligations as Pricecheck), and may assign this Agreement to an affiliate, or to an assignee or transferee upon Pricecheck's entry into a merger, consolidation or sale of assets transaction. In this Agreement, references to "Pricecheck" include its employees, contractors, and agents.

12.3 The parties are independent contractors to one another. Employees of one will not be deemed to be or act as employees or representatives of the other. A party will not be responsible for compensating; providing insurance or benefits; making unemployment, Social Security, or Medicare contributions; or withholding taxes or other withholdings against earnings of the

other's employees or contractors. Except as expressly stated otherwise, no third party will be a beneficiary of this Agreement.

12.4 If any provision of this Agreement is held to be illegal, invalid, or unenforceable in whole or in part, it will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions will remain in full force and effect. Terms intended by the parties to survive termination of this Agreement will survive termination. Failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

EXHIBITS TO THE PRICECHECK MERCHANT AGREEMENT

1. **Acknowledgement**: The parties acknowledge that the Agreement is concluded between them, and Pricecheck, and Pricecheck is solely responsible for the Software and the content thereof.
2. **Scope of License**: You are only permitted to use the Software on supported devices that you own or control as permitted by the usage rules set forth in applicable third party terms of service or similar agreements.
3. **Maintenance and Support**: Pricecheck is solely responsible for providing any maintenance and support services with respect to the Software as specified in the Agreement, or as required under applicable law.
4. **Warranty**: Pricecheck is solely responsible for any product warranties with respect to the Software in accordance with the terms of the Agreement. In the event of any failure of the Software to conform to any applicable warranty, Pricecheck's sole responsibility in accordance with the terms of the Agreement.
5. **Product Claims**: The parties acknowledge that Pricecheck, is responsible for addressing any claims you or any third party relating to the Software or your possession and/or use of the Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
6. **Intellectual Property Rights**: The parties acknowledge that, in the event of any third party claim that the Software or your possession and use of the Software infringes that third party's intellectual property rights, Pricecheck, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim in accordance with the terms of the Infringement Claims section of the Agreement.
7. **Legal Compliance**: You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
8. **Developer Name and Address**: Pricecheck Inc. is the developer of the Software. Please direct any end-user questions, complaints or claims with respect to the Software to the Pricecheck Customer Care Team by mail at 8 The Green, Suite A, Dover, Delaware 19901; by telephone at 212-653-0387; or by email to info@Pricecheck.ai.

The following additional terms apply to the Payment Processing Service (as defined below), such terms control in the event of a conflict with the terms of the Agreement:

1. Definitions

Any capitalized terms set forth herein but not defined below will have the meaning set forth in the Agreement.

“Bank Charges” means the charges levied by the Merchant Acquiring Bank for Transactions and Refunds.

“Bank System” means the banking system operated by any approved bank, financial institution or other body.

“Card” means credit, debit, smart or other charge or pre-paid cards branded as follows: Visa, Mastercard, American Express, Visa Debit, Solo, Maestro (subject to the Codes of Practice).

“CVV, CVV2, CVC2 or PVV” means the security digits encoded on the Card, printed on the Card signature strip or appearing elsewhere on the Card.

“Payment Processing Service” means the Card payment gateway services, which may be powered by one or more third party suppliers, you access and use to route Card based payments you accept from a Service User to submit for authorization and settlement to the Merchant Acquiring Bank.

“Intellectual Property” means all copyright, design rights, database rights, trademarks, trade names, Confidential Information, service marks, domain name rights, patents, know-how and all other intellectual property rights, whether registered, registerable or not and both present and future.

“Merchant Account” means the merchant account facility agreed between you and the Merchant Acquiring Bank.

“Merchant Acquiring Bank” means the bank with which you hold a Merchant Account which you must maintain to accept Card based payments.

“Offering” means the products or services you offer to the Service User from the Terminal for which a Card payment is made using the Payment Processing Service.

“Public System” means the telecommunications system run by a public telecommunications operator or internet service provider which may be accessed by GSM Data, ISDN, IP, Mobitex (i.e. the Radio Packet Data Network), analogue line or other transmission type.

“Refund” means a Transaction amount that you refund to the Service User.

“Service User” means your customer, i.e. the purchaser of the Offering.

“Terminal” means the payment processing enabled machine to access the Pricecheck Merchant Account, terminal or other hardware device you obtain from Pricecheck to use in connection with the Service to make the Offering to the Service User and to access the Payment Processing Service.

“Track 2 Information” means the information held on the Card, typically on the computer chip or the magnetic stripe.

“Transaction” means each individual Card payment authorization or ACH transfer and/or settlement processed by the Payment Processing Service in connection with the Service.

2. Duration

Unless earlier terminated as provided for herein or the Agreement, the terms of this Exhibit will continue in force while the Payment Processing Service is provided from any Terminal in connection with the Service.

3. Your Obligations

You will:

- (i) at all times throughout the duration of the terms of this Exhibit ensure that all publicity, signage, and/or promotional material you issue, or have issued on your behalf, in respect of or in connection with the Payment Processing Service complies in all respects with the Codes of Practice and includes information which will enable the Service User to ascertain prior to use the charge which is payable for the purchase of the Offering. You will not in any publicity or other promotional activity state or imply any approval by Pricecheck or its third party suppliers of the Offering in any way without the prior written approval of a duly authorized officer of Pricecheck or its third party suppliers, as applicable;
- (ii) ensure that before you make the Offering available to the Service User all such rights, authorizations, licenses, exemptions, consents and permissions have been obtained or granted and all such requirements of law or of any other competent authority or public body have been complied with as are necessary or prudent in connection with the Offering. You will at all times throughout the duration of the terms of this Exhibit maintain in full force and effect all such rights, authorizations, licenses, consents and permissions and comply with all such requirements;
- (iii) provide to Pricecheck such assistance and/or information as Pricecheck or its third party supplier may from time to time reasonably demand in order to comply with all or any requirements and conditions at any time and from time to time imposed by applicable law or regulation with respect to the Payment Processing Service;
- (iv) undertake not to disconnect or interfere with the operation of the Terminals or the Payment Processing Service and will use your best efforts to prevent such disconnection or interference by a third party except where explicitly agreed in writing between Pricecheck and you;

(v) report to Pricecheck any abuse or threatened abuse or loss of the Payment Processing Service or any factors affecting the performance of the Payment Processing Service as soon as practicable after you become aware of such abuse, loss or performance factors;

(vi) not use the Payment Processing Service in any manner whatsoever which constitutes a violation of any applicable law or regulation or which may cause Pricecheck or its third party supplier to be subject to any investigation, prosecution or legal action. Pricecheck reserves the right to terminate this Exhibit or the Agreement with immediate effect in the event that you breach this subsection (vi);

(vii) except where otherwise agreed between the parties in writing, be responsible for the installation of the Payment Processing Service, which without limiting the foregoing, will include you setting up a Merchant Account with an approved Merchant Acquiring Bank, the linking of all Terminals to the Public System and the provision, installation and maintenance of a suitable method for delivering the Card information to the Payment Processing Service and thereafter the maintenance of all links and any costs associated with the foregoing; and acknowledge that Pricecheck and its third party suppliers do not have access to your Merchant Account and that it is therefore your responsibility to reconcile the payments and debits being made into your Merchant Account with the Transactions and/or Refunds processed by the Payment Processing Service in connection with the Service. In the event that you identify a discrepancy you must notify Pricecheck as soon as reasonably practical. Pricecheck and its third party suppliers will have no liability for discrepancies which have occurred more than 14 days prior to the date any such problem is notified to them.

4. Payment Processing Service Deferred Authorization Disclosures and Acknowledgment

Subject to the Merchant Acquiring Bank allowing deferred authorizations, the Payment Processing Service is configured to accept Cards when communication with the Merchant Acquiring Bank is unavailable (“Deferred Authorization” mode). Due to the increased liability and risk exposure to you when operating in “Deferred Authorization” mode, you acknowledge and agree that your use of “Deferred Authorization” mode is subject to the following terms:

(i) You acknowledge that Pricecheck will enable “Deferred Authorization” mode only in emergencies or when online communication with the Merchant Acquiring Bank is not economically practical or is otherwise not feasible.

(ii) You understand that if the “Deferred Authorization” mode is enabled, Cards will be accepted even though the Payment Processing Service, the Service or related back office application is unable to communicate with the Merchant Acquiring Bank without immediate approval from the Merchant Acquiring Bank.

(iii) You understand that if either the Payment Processing Service, the Service or related back office application is lost, destroyed or reset before or while being brought online to the Merchant Acquiring Bank, Cards you accept from a Service User in connection with the Service but not authorized through the Payment Processing Service may be lost, and, as a result, you may lose the revenue associated with any such Card transactions.

(iv) You understand that once the Payment Processing Service, the Service or related back office application are brought online, some Card charges accepted but not approved may be declined or not approved by the Merchant Acquiring Bank, and as a result, the revenue associated with the rejected Card charges may be lost.

(iv) You understand that operating in Deferred Authorization mode may increase the risk or severity of potential breaches which may increase your potential liability.

(vi) You accept any and all liability for operating in Deferred Authorization mode, and Card transactions accepted by the Payment Processing Service, the Service or related back office application while they are offline to the Merchant Acquiring Bank, and agree to hold Pricecheck and its third party suppliers harmless from any such liabilities that may result.

5. Payment Card Industry Data Security Standards (PCI DSS)

You will: (i) not store any element of the Transaction, other than temporarily to process the Transaction with the Payment Processing Service; this explicitly includes (but is not limited to) any Card numbers, CVV, CVV2, CVC2 or PVV information and any Track 2 Information derived from the chip or magnetic strip; (ii) encrypt or obscure the Card numbers either by masking all digits except the first 6 and last 4 numbers; using the last 4 digits only or by applying a secure one way hashing algorithm such as SHA-1; and (iii) not log any element of the Transaction for any purpose at all, including debugging or auditing and will not hold any other record of the Transaction electronically or on paper.

6. Pricecheck's Obligations

Pricecheck will have the right from time to time to improve or alter the Payment Processing Service or the Terminal as it deems appropriate provided such changes do not materially change the nature of the Payment Processing Service. Pricecheck will use all reasonable efforts to inform you prior to such changes being made.

7. Financial Provisions

7.1 You are responsible for: (i) the setup of the Merchant Account with the Merchant Acquiring Bank and the bank's processor; and (ii) any and all set up and Bank Charges and other charges associated with the Merchant Account.

7.2 Pricecheck cannot guarantee that the chosen Merchant Acquiring Bank can accept Transactions via the Payment Processing Service. Pricecheck reserves the right to charge you an additional development fee to cover costs in the event that the Merchant Acquiring Bank requires Pricecheck or its third party suppliers to complete an accreditation procedure with respect to the Payment Processing Service or the Terminal.

8. Proprietary Rights

8.1 The Intellectual Property in the Payment Processing Service and any supporting documentation will remain exclusively owned by Pricecheck subject to the terms of the Agreement, however if the Payment Processing Service is powered by a third party supplier the

Intellectual Property in the Payment Processing Service and any supporting documentation will remain exclusively owned by such third party supplier. Nothing in this Exhibit or the Agreement will give you any right, title or interest in the Payment Processing Service or any supporting documentation, except as expressly set out in this Exhibit.

8.2 Subject to your compliance with this Exhibit and the Agreement and your timely meeting of the financial terms, including payment of the applicable subscription fees and charges stated on the Web Site or the Pricecheck Merchant Account Portal, you are entitled to access and use the Payment Processing Service for the duration of this Exhibit only for the purpose set forth herein.

8.3 Pricecheck or any third party supplier, as applicable, may display their logo and/or company name, respectively, on the Terminal.

9. Termination

9.1 Either party will have the right at any time to cease the Payment Processing Service from a Terminal by giving immediate written notification to the other party if: (i) the other party commits a breach of the terms of this Exhibit with regards to the specific Terminal except where the breach is capable of cure the Payment Processing Service may not be terminated unless the other party fails to remedy the breach within 30 days of receipt of a written notice to do so; or (ii) any licenses or any other permissions, agreement or authorization necessary for the operation of the Payment Processing Service or the Offering are revoked or terminated.

9.2 Pricecheck will be entitled at any time and with immediate effect to suspend access to the Payment Processing Service from a Terminal, in all cases without liability in the event that the Terminal proves untenable due to fraud, vandalism or any circumstances that adversely affect Pricecheck's or its third party supplier's ability to provide the Payment Processing Service.

10. Limitation of Liability

10.1 Neither party will be liable to the other in respect of any breach of the terms of this Exhibit caused by revocation or alteration of any license, permission or authorization governing the operation of the Payment Processing Service, the Public System or the Bank System from time to time.

10.2 All risks in respect of authorization and/or settlement of Transactions and Refunds by the Bank System lie with you and/or the relevant financial institution and Pricecheck and its third party suppliers will have absolutely no liability in respect thereof except where a Transaction or Refund fails due to Pricecheck's or its third party supplier's negligent act or omission in which case Pricecheck's and its third party supplier's sole liability will be to reprocess the Transaction or Refund.

10.3 Should either party be in breach of the terms of this Exhibit as a result of the termination or amendment of any third party agreement or specification or by revocation or alteration of any permission or authorization governing the operation of the Payment Processing Service, the

Public System or the Bank System then neither party will be liable to the other but both parties will instead use commercially reasonable efforts to resolve the breach.

10.4 You acknowledge and agree that Pricecheck and its third party suppliers will have no liability in contract or in tort for: (i) the supply to the Service User of the Offering, invoices, receipts or any other information the Service User may require to use or otherwise take the benefit of the Offering; (ii) the timeliness, standard, quality and/or suitability of the Offering; or (iii) in respect of any charge, cancellation or dispute relating to the Offering.

10.5 You will fully indemnify Pricecheck and its third party suppliers against any and all expenses, losses or damages resulting from claims or demands brought by the Service User against Pricecheck and its third party suppliers in respect of the Offering. Pricecheck or its third party suppliers, as applicable, will as soon as reasonably possible give notice to you of any such action proceeding, claim or demand and will not settle or compromise any claim made by a Service User against Pricecheck or its third party suppliers without your prior written consent which will not be unreasonably withheld or delayed.

— End of Pricecheck Merchant Agreement —

Pricecheck Inc.
8 The Green, Suite A
Dover, DE 19901

U.S.A.