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Toshiba TCx™Pay Version 1 Release 1



## **LICENSE INFORMATION**

The Program listed below is licensed under the following terms and conditions in addition to those of the Toshiba International Program License Agreement (Toshiba item number Z126600600).

**Program Name:** Toshiba TCx™Pay Version 1 Release 1

### **TCx Pay Program Unique Terms**

#### **Authorized Use and Charges – Subscription Model**

The Program provides functionality to route payment transactions to third party financial institutions and payment processors; the Program acts as a transaction routing service and does not itself process transactions.

For each Store Entitlement for the Program it owns, Licensee is authorized to install and use the Program on an unlimited number of Supported Devices owned or leased by Licensee at a single designated Store Location to send Licensee transactions through TCx Pay payment routing services for a fixed term of thirty-six (36) months from the date of purchase (“License Term”), subject to payment of Toshiba’s then-current published subscription fees for such Store Entitlement (“Subscription Fees”). Unless otherwise agreed by Toshiba and Licensee in writing, payment of Subscription Fees for the first twelve (12) months of the License Term are due and payable upon Licensee’s purchase of the corresponding Store Entitlement(s); Toshiba’s Subscription Fees for the second and third twelve (12) month periods of the License Term are due and payable on the first day of each such twelve (12) month periods. In each case, Licensee agrees to pay the applicable Subscription Fees within thirty (30) days of receipt of an invoice from Toshiba.

Each of the following shall be deemed a separate “Store Location” requiring a unique Store Entitlement: (a) each of Licensee’s retail facilities with a separate physical location (whether permanent or temporary/mobile) including one store controller (i.e., store server) at such location, and (b) each of Licensee’s additional store controllers co-located at such physical location. Retail facilities with separate buildings or separate, lockable main entrances (notwithstanding a shared wall) shall be deemed separate physical locations. Parking areas immediately surrounding a Store Location shall be deemed part of the Store Location. Gas dispensing facilities that are either separate physical locations (attended), attached or in the parking lot of a covered physical location, or “unattended” locations will be considered separate Store Locations and require a separate Store Entitlement.

Toshiba’s Subscription Fees for the Program do not include any third party fees, including without limitation chargebacks, processing fees, interchange fees or any other charges imposed by financial institutions, payment processing companies or other third parties, including without limitation fees charged by third parties for the processing of Licensee’s transactions routed through the Program and TCx Pay payment services; Licensee remains directly responsible for payment of such fees and charges.

### **Early Termination**

Each purchase of a Store Entitlement represents a commitment by Licensee to pay the Subscription Fees for the entire License Term applicable to such Store Entitlement. Licensee may terminate a Store Entitlement before the end of the License Term by providing Toshiba three (3) months prior written notice, and paying to Toshiba the greater of (i) thirty percent (30%) of the Subscription Fees applicable the License Term remaining for the Store Entitlement(s) being terminated, and (ii) three (3) months of Subscription Fees applicable to the Store Entitlement(s) being terminated.

### **Renewal**

Each Store Entitlement shall be renewed automatically for an additional thirty-six (36) month License Term (subject to Toshiba's then-current version of this Agreement including the then-current version of the License Information document for the Program) unless either Toshiba or Licensee provide written notice of nonrenewal of such Store Entitlement at least three (3) months before the end of the then-current License Term. Toshiba's Subscription Fees for each twelve (12) month period of the renewal License Term are due and payable on the first day of each such twelve (12) month period.

### **Volume Pricing and Adjustments in Subscription Fees**

Toshiba's Subscription Fees per Store Entitlement are determined at the time of initial purchase or License Term renewal and remain fixed during the License Term. Regardless of any increase or decrease in the number of Store Entitlements held by Licensee, whether through purchase, expiration, early termination, merger or acquisition, Toshiba's Subscriptions Fees for a Store Entitlement remain fixed during the then-current License Term.

### **Support and Supported Devices**

"Supported Devices" are limited to those pinpad payment devices owned or leased by Licensee to process Licensee transactions and both (i) identified by Toshiba as supported in the Program's specifications (and updates thereto), and (ii) installed and configured by Toshiba for use by Licensee at the applicable Store Location (and further configured by Toshiba for use with one or more third party financial institutions and payment processors identified by Toshiba in the Program's specifications as supported) under a separate services engagement subject to Toshiba's then-current published charges and terms. Toshiba may remove (a) a pinpad payment device from the list of Supported Devices, and (b) a third party financial institution and payment processor from the list of supported third party financial institutions and payment processors, in each case upon six (6) months notice.

Each Store Entitlement entitles Licensee to Program updates and the limited warranty in Section 8 of the Agreement during the License Term for use of the Program with all Supported Devices installed and in use at the Store location corresponding to the Store Entitlement.

## TOSHIBA GLOBAL COMMERCE SOLUTIONS INC.

If Licensee either: (i) transfers a Store Entitlement to a different Store Location, (ii) transfers a Store Entitlement to a third party (i.e., a “Program transfer” under Section 7 of the Agreement), or (iii) alters the third party financial institutions and payment processors Licensee uses in connection with a Store Entitlement, the Supported Devices associated with such Store Entitlement lose their status as “Supported Devices” unless and until Licensee obtains services from Toshiba to re-install and re-configure all pinpad devices to be used as Supported Devices under such Store Entitlement; such re-installation and re-configuration services are available from Toshiba under a separate services engagement subject to Toshiba’s then-current published charges for such services.

Toshiba’s support and warranty obligations do not extend to the accuracy of taxes gathered on Licensee’s transactions processed by the Program or TCx Pay payment routing services. Licensee is solely responsible on an ongoing basis for ensuring that each Supported Device is properly configured to calculate applicable taxes in accordance with then-applicable tax requirements. Support services to re-configure and re-install Supported Devices (e.g., after a change in applicable tax rates) are available during the License Term as a services engagement at Toshiba’s then-current published charges.

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