



LS Retail SaaS Customer Terms

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

The overall SaaS EULA consists of:

- These SaaS Terms
- The Microsoft Customer Agreement for Microsoft Online Services
- The Order Form
- Other terms and conditions (not included in these SaaS Terms) agreed to between Partner and You.

For the avoidance of doubt, it is expressed that these SaaS Terms do not stipulate the entire terms of the EULA between You and the 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: license information, the customer subscription identifier, platform and module information, number of entities (including users, devices, POSs, stores and location), product name, license serial number, product version number, product use, transaction information including count and amount, company name, currency, head office and/or store location, terminal ID and latest transaction ID. By using the software, You consent to such transmission of information for validation purposes.

If an individual enters into the 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 the Agreement.

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

1. SCOPE OF THESE LS RETAIL SAAS CUSTOMER TERMS

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 has obtained the right to sell certain Software Products through the Microsoft Cloud Solution Provider Program ("CSP") on a subscription-basis according to the Software as a Service licensing and delivery model ("SaaS"). Other Software Products may also be sold as SaaS but not through Microsoft CSP. These terms apply to all Software Products developed by LS Retail and sold as SaaS, independent of whether they are sold through the Microsoft CSP or not.

2. DEFINITIONS

Terms defined in this article 2, and parenthetically elsewhere, shall throughout the 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 an entity that owns, is owned by, or is under common ownership with an entity. Ownership means control of more than 50% of the equity interests of, or the right to direct the management of, an entity for so long as such control exists.
- 2.2. **"Agreement"** shall mean these SaaS terms, including any and all Addendums made thereto (existing at the signing date or later created), which form an integral part of the SaaS EULA.
- 2.3. **"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.
- 2.4. **"Customer"** shall mean You, a customer of Partner and/or LS Retail who has entered into the Agreement to use the Software Product for its own use.
- 2.5. **"Customer Data"** shall mean data, including all text, sound, video, or image files, and software, that are provided to LS Retail and/or Microsoft by You or on your behalf while using the Software Product.
- 2.6. **"Enhancement Plan"** shall mean the plan under which You are eligible to receive enhancements to a perpetually licensed Software Product.
- 2.7. **"Indirect Provider"** shall mean a party enrolled as an indirect provider or distributor in CSP. LS Retail is an Indirect Provider.
- 2.8. **"Integrated", "Integrating", "Integrate" or "Integration"** shall mean the provision of the Microsoft Based Software along with LS Retail's software and any third-party software for provision to a Customer as part of the Combined Solution under LS Retail's terms and conditions.
- 2.9. **"LS Retail"** shall mean LS Retail ehf., an Iceland-based company, and its Affiliates.
- 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 Partners.
- 2.11. **"Order Form"** shall mean a form provided by Partner and/or LS Retail on which You place and order of the Software Product to LS Retail. Orders are not binding until accepted by LS Retail.

- 2.12. **“Partner”** shall mean an entity who has executed a Partner Agreement with LS Retail and is authorized to sell the Software Product to you.
- 2.13. **“Partner of Record”** shall mean a Microsoft partner licensing Microsoft software products. As licensor of the Combined Solution, including the Microsoft Base Software, LS Retail is registered as the Partner of Record (“POR”, “DPOR”, “VAR” or Indirect Provider) for licenses to the Combined Solution, including the Microsoft Base Software.
- 2.14. **“SLA”** shall mean the service level agreement commitments that Microsoft makes to its Customers regarding delivery and/or performance of the applicable Microsoft online services in CSP.
- 2.15. **“Software Product”** and **“Software Product and service”** shall mean the Combined Solution as well as other LS Retail software solutions provided under the Agreement as a service (SaaS). The Software Product may be specified in a separate agreement between You and Partner and/or LS Retail.
- 2.16. **“Subscription”** shall mean the right to use the Software Product as a service on a Term basis, for one or more Units.
- 2.17. **“Term”** of the 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 9 of the Agreement.
- 2.18. **“Units”** shall mean a metric for a module within a subscription license (e.g., licensed user seats, devices).
- 2.19. **“You”** shall mean the legal entity who has entered into the Agreement.

3. USAGE RIGHTS AND LIMITATIONS

- 3.1. Upon LS Retail’s acceptance of your Order Form and for the duration of the Term, You have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the services solely for your internal business operations and subject to the terms of the Agreement and the Order Form. You may allow your users to use the services for this purpose and You are responsible for your users’ compliance.
- 3.2. The Software Product is sold to You as a service on a fixed-term basis. These terms only give You some rights to use the Software Product for its intended purposes. 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 the Agreement. In doing so You must comply with any technical limitations in the software that only allow You to use it in certain ways. The Agreement does not grant You any rights to copy, modify, decompile, or distribute the Software Product.
- 3.3. Ownership and restrictions. You retain all ownership and intellectual property rights in and to Customer Data. LS Retail retains all ownership and intellectual property rights to the Software Product and the services.

- 3.4. If the Software Product is an add-on for Microsoft Dynamics 365, then You must purchase Microsoft Dynamics 365 from Partner and/or LS Retail, and LS Retail must be Partner of Record for the Microsoft Dynamics 365 portion of the solution.
- 3.5. If the Software Product is an add-on to a perpetually licensed LS Retail Software Product, the perpetual license must be on an active Enhancement Plan.
- 3.6. End-User License Agreement. Partner provides You with the Software Product under a legally binding EULA which is governed by these SaaS Terms, and which as a minimum includes the following provisions:
 - 3.6.1. Your license is limited to a specific number of users and/or devices that may access or use the respective Software Product.
 - 3.6.2. You must have enough licenses issued by Microsoft for all Microsoft software licenses to support the maximum number of users and/or devices that may access or use the Microsoft Software.
 - 3.6.3. Partner shall be solely responsible for providing You with technical support; 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.
 - 3.6.4. 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.

4. INTELLECTUAL PROPERTY RIGHTS – INFRINGEMENT

- 4.1. 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. The Agreement does not in any way purport to transfer any such rights to You in any respect.
- 4.2. Infringement. You shall notify LS Retail and/or 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.

5. PRODUCT SUPPORT

- 5.1. If You purchased the Software Product through Partner, then 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.
- 5.2. Support Services. LS Retail and/or Partner will provide support services including but not limited to: account set-up; sign up, accounts and billing; "how to" articles and FAQs; service and software updates; software configuration; performance issues within LS Retail's span of control; client connectivity and client desktop; and service availability issues within LS Retail's span of control.
- 5.3. Support hours and incident response time. LS Retail's support specialists operate between the office hours of 9:00 to 17:00 GMT, Monday-Friday, excluding public holidays in Iceland. LS Retail will use reasonable efforts to respond to support requests within 24 hours of their receipt.
- 5.4. Costs of Additional Support and Services. Customer may request and LS Retail may offer additional support and/or services, through a separate Service Agreement and attached Statement of Work ("SOW"). LS Retail will then estimate the work needed, its costs and fees, and time plan and respond with an offer to Customer at LS Retail' sole discretion.

6. UPDATES, MAINTENANCE TIME AND SLA

- 6.1. The Software Product is regularly updated with major and minor releases. These updates provide Customers with a business application that is always compliant, secure, and enriched with new platform and application functionality.
- 6.2. You and/or your Partner are responsible to ensure that your Software Product is always up to date. Customers are required to be using the most current version (or one of the two immediately preceding versions). This applies both to the Software Product and any sandbox environment.
- 6.3. Customers that are not running the most current version (or one of the two immediately preceding versions) are at risk to be forced to upgrade. If upgrade fails due to a Per Tenant Extension ("PTE"), LS Retail is required to uninstall the PTE and force an upgrade of the Software Product to the latest version.
- 6.4. Updates to all major releases of the Software Product, and minor updates at the discretion of the hosting provider, are included in the Subscription fee.
- 6.5. Depending on the specific Software Product and service provided under the Agreement, LS Retail may provide the service and/or host Customer Data in the cloud computing platform Microsoft Azure. It is expressly stated that LS Retail is not responsible for downtime or other interruptions in the service relating to Microsoft Azure and/or otherwise out of LS Retail's reasonable control.
- 6.6. Microsoft may make certain service level commitments, i.e., uptime guarantees and downtime credit policies in Microsoft's SLA for Microsoft-hosted services.
- 6.7. Any existing deployment, running on platform versions that are older than 3 updates, may be moved out of the standard SLA.

7. CUSTOMER DATA

- 7.1. Use of Customer Data. Customer Data will be used only to provide You the Software Product and services including purposes compatible with providing those services. LS Retail will not use the Customer Data or derive information from it for any advertising or similar commercial purposes. You retain all right, title and interest in the Customer Data. LS Retail acquires no rights in Customer Data, other than the rights required by LS Retail to provide the Software Product and services.
- 7.2. Disclosure of Customer Data. LS Retail will not disclose Customer Data outside of LS Retail or its controlled subsidiaries and Affiliates except (1) as Customer directs, (2) as described in these SaaS Terms, or (3) as required by law.
- 7.3. Customer Responsibilities. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership of all of your data. You agree to provide any notices and obtain any consents related to your use and LS Retail's provision of the Software Product and services, including those related to the collection, use, processing, transfer, and disclosure of personal information.
- 7.4. You agree to provide notification to the individual users of the Software Product that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities and agree to obtain the users consent for the same.
- 7.5. Customer Data Retention and Extraction. At all times during the Term of your Subscription, You will have the ability to access and extract Customer Data. Except for free trials, LS Retail will retain Customer Data in a limited function account for 90 days after expiration or termination of your Subscription so that You may extract the data. After the 90-day retention period ends, LS Retail and/or Microsoft will delete the Customer Data.

8. LIMITED WARRANTY AND LIABILITY – DISCLAIMER

- 8.1. 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 the Agreement.
- 8.2. 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.
- 8.3. 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 the 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 the Agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.

9. SUBSCRIPTION RENEWAL, TERM AND TERMINATION

- 9.1. As stated in article 3.1 of these SaaS Terms, your Subscription shall commence on the date indicated in your Bill-of-Sale once your Order Form has been accepted by LS Retail. The Subscription duration is for a limited Term. The Term of the subscription renews automatically unless terminated. During that Term, LS Retail, or Partner, if You purchased the Software Product through Partner, may invoice You in regular increments by sending an invoice to a single individual or email address designated by You. . These SaaS Terms apply to You during the Term.
- 9.2. The Term of the agreement 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.
- 9.3. Cancellations do not take effect until after the expiration date of the Subscription. The Subscription continues to be available until the last day of the Subscription period. No refunds or credits will be given for remaining days of Subscription. In addition to any other rights and remedies at law, LS Retail shall be entitled to terminate the Agreement forthwith by giving written notice if:
 - 9.3.1. You commit any breach of the 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
 - 9.3.2. You become directly or indirectly involved, in the design, development, manufacture, and/or distribution of any products which compete directly with the Software Product.
- 9.4. Obligations Surviving Termination. Notwithstanding any expiration or termination of the Agreement 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:
 - 9.4.1. LS Retail's right (or Partner's right if applicable) to receive or recover, and your obligation to pay any fees or other sums payable which are vested in, accrued or accruable at the time of termination or exercise of such rights.
 - 9.4.2. Any rights or remedies of LS Retail or Partner under the Agreement, with regards to 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 the Agreement.
 - 9.4.3. In addition to the rights and obligations which survive as expressly provided in the Agreement, the articles and Schedules which by their nature should survive, shall survive, and continue after any termination or expiration hereunder.

10. MISCELLANEOUS

- 10.1. Assignment. The Agreement is personal to You, You are not entitled to assign, mortgage, charge, or otherwise transfer or sub-license any rights under the Agreement, except with prior written approval.
- 10.2. 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.
- 10.3. Validity. Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the 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 the Agreement that shall continue in full force and effect.
- 10.4. Governing Law - Jurisdiction.
 - 10.4.1. The laws and jurisdiction of the country where You acquired the Software Product and services shall apply.
 - 10.4.2. 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 the Agreement from any court of competent jurisdiction.