

1. Purpose

- 1.1 Customer agrees that for the provision of the Payment Solution, Customer must accept this Hardware Lease Agreement.
- 1.2 Customer acknowledges and accepts that the Solution Agreement and the Hardware Lease Agreement are interdependent and jointly essential for the Customer's use of the Payment Solution.

2. Definitions

- 2.1 Definitions. The following terms will have the following meanings.

Abuse	means: <ul style="list-style-type: none">(i) malicious use of the Devices; and/or(ii) improper access to the Devices and/or any software embedded or installed thereon; and/or(iii) any use of the Devices which is unlawful or causes or is reasonably likely to cause technical problems, damage, degradation or interruption or which in any way negatively impacts the performance of services provided by us under the Agreements.
Accessories	means the accessories to the Devices.
Accidental Damage	means sudden, unforeseen, and unintentional physical damage to a Device caused by an external event, including but not limited to Devices being dropped, impacts, collisions, cracked or shattered screens, cracked casings, or other similar physical damage occurring through ordinary handling and use, and not resulting from intentional acts, tampering, misuse, or normal wear and tear. Accidental Damage also includes any damage resulting from exposure to liquids, including water ingress, spillover of water or other fluids, moisture, humidity, or condensation, regardless of how such exposure occurs.
Agreements	means, jointly, the Hardware Lease Agreement and the Solution Agreement.
Charges	has the meaning ascribed to it in the Solution Agreement.
Devices	means the hardware devices subject to this Hardware Lease Agreement.
Equipment	means the Devices and the Accessories.
Export Control Law	means any law or regulation restricting import, export, re-export, transfer, transit or release of equipment, commodities, software, technology or technical data of any relevant country, including the United States Export Administration Regulations, the United States International Traffic in Arms Regulations and Council Regulation (EC) No. 428/2009 of 5 May 2009 on dual-use items.
Hardware Lease Agreement	means these terms and conditions.
Issues	means any failure, defect, malfunction, damage, or degradation arising from, attributable to, or resulting from, in whole or in part: <ul style="list-style-type: none">(a) General wear and tear: meaning the normal and unavoidable deterioration of materials or components resulting from ordinary, intended, and continuous use over time, including cosmetic degradation that does not affect core functionality;(b) Tampering-related issues: meaning any alteration, adjustment, repair, disassembly, modification, or interference with the product, equipment, or system by any person other than the manufacturer or an authorized service provider, including the use of unauthorized parts, software, tools, or configurations; or(c) Manufacturer defects: meaning defects in materials or workmanship that originate during the manufacturing process and are inherent to the product as originally produced.
Loss	means losses, fines, liabilities and damages suffered by the aggrieved party pursuant to a (a) final, non-appealable court judgment, agency decision or arbitration award against the aggrieved party, or (b) settlement consented by the aggrieving party.

PCI DSS	means the PCI Data Security Standard, as amended or replaced.
Payment Solution	means our solution In-Person Payments powered by Planet.
Solution Agreement	means the standalone agreement for the Payment Solution; <u>or</u> the contract change of the ITSA or MSA which adds the Payment Solution.

3. Lease, ownership and use

- 3.1 Lease. Customer agrees to lease from us, and we agree to lease to Customer the Devices, solely for the purposes of the provision of the Payment Solution. The Devices leased from Customer are listed in the Solution Agreement.
- 3.2 Ownership. During the term of the Payment Solution, Customer shall have no right, title or interest in or to the Devices (save the right to use of the Devices subject to the terms and conditions of this Hardware Lease Agreement).
- 3.3 Use and Abuse. Customer shall use the Devices in accordance with instructions supplied by us from time to time. Customer shall take all precautions necessary to prevent any Abuse of the Devices. Customer shall comply with PCI DSS obligations for the Devices.

4. Charges

- 4.1 Charges. Except for the fees described in clause 7 (*Devices swap*) below, charges for the lease of the Devices are included in the Charges paid for the Payment Solution in the Solution Agreement.

5. Duration

- 5.1 Initial term. The initial term shall be for a minimum of thirty-six (36) months as of the effective date of the Agreements.
- 5.2 Renew. The lease of the Devices and the provision of the Payment Solution shall continue for the initial term and shall automatically renew for additional, consecutive periods of twelve (12) months at the end of the initial term unless Customer provides at least nine (9) months written notice before the expiration of the initial term or any extended terms.
- 5.3 Linked Agreements. The Solution Agreement and the Hardware Lease Agreement shall have the same effective date, duration, and termination date.
- 5.4 Cross-termination of the Agreements. The termination of the Solution Agreement shall trigger the termination of the Hardware Lease Agreement and vice versa, effective on the same date.
- 5.5 Early termination. If Customer aims to terminate any of the Agreements prior to the expiration of the initial term, we shall be entitled to a compensation for a total amount of the Charges accrued from the termination date to the expiration of the initial term. This compensation shall be deemed liquidated damages intended to compensate us for the costs and losses incurred due to early termination by Customer.

For illustrative purposes, if Customer terminates the Agreements at the end of month twenty (20) of the initial term, Customer shall pay as liquidated damages the corresponding Charges from month twenty-one (21) to month thirty-six (36), inclusive.

6. Order, delivery and troubleshooting guide

- 6.1 Order. Customer shall indicate to us:
- 6.1.1 the relevant Devices requested, including model, number of Devices, and set up configuration per location;
 - 6.1.2 the EU, UK or US charger requested¹; and
 - 6.1.3 the Customer's territory's central hub where the Devices shall be delivered.
- 6.2 Delivery of Devices. Customer shall receive the relevant configured Devices directly to the Customer's territory's central hub and date specified by Customer, and in no case later than fifteen (15) business days² from Customer's request.
- 6.3 Delivery costs. All deliveries of the Devices shall be made on Delivered Duty Paid (DDP) (Incoterms). All delivery costs are included in the Charges paid for the Payment Solution in the Solution Agreement.

¹ The first charger included is not considered an Accessory. The charging base is considered an Accessory.

² Means a day other than a Saturday or Sunday, public or statutory holiday in the city of Madrid, Spain.

- 6.4 Troubleshooting guide. Customer shall be provided with a troubleshooting guide containing sufficient information for the operation of the Devices by a reasonably competent and trained businessperson.
- 7. Devices swap**
- 7.1 Swap process. In cases of Customer's Abuse, Accidental Damage and Issues of a Device ("**Faulty Device**"), Customer must log a request to us as soon as reasonable requesting a swap of the Faulty Device. Once we confirm a swap is required, a new Device ("**Replaced Device**") will be sent as a replacement of the Faulty Device. The Replaced Device will be sent to Customer within forty-eight (48) hours from the date of confirmation that a swap is required.
- 7.2 Fees. In case of Customer's Abuse and Accidental Damage of the Fault Device, Customer must pay the relevant repair fees. Such fees shall be included in the next invoice of the Payment Solution.
- 7.3 Delivery of Faulty Devices to be replaced. Customer shall be responsible for packing the Faulty Device to be replaced according to the standards necessary to prevent damage to the Faulty Device in transit. Customer will coordinate at Customer's cost with a courier to have the Faulty Device delivered to the address notified by us to Customer. For these purposes, Customer will be provided with a shipping label.
- 7.4 Deadline. Customer must send the Faulty Device within fifteen (15) calendar days upon reception of the shipping label.
- 8. Devices return**
- 8.1 Deadline. Customer must send the Devices to us within fifteen (15) calendar days upon the termination date, for any reason, of the Agreements.
- 8.2 Return of the Devices. Customer shall be responsible for packing the Devices to be replaced according to the standards necessary to prevent damage to the Devices in transit. Customer will coordinate at Customer's cost with a courier to have Devices delivered to the address notified by us to Customer. For these purposes, Customer will be provided with a shipping label.
- 8.3 Penalty. If Customer fails to ship the Devices within the deadline set out in clause 8.1 (*Deadline*), Customer will continue to pay the Charges until the Devices are shipped to us.
- 8.4 Stolen or lost Devices. If any Device is stolen or lost, Customer shall notify us as soon as practicable and, in any event, no later than three (3) calendar days from the date on which the Device is discovered to be missing. Customer shall remain liable for, and shall continue to pay, all applicable Charges for such Device until the Agreements are terminated in accordance with the terms thereto. Stolen or lost Devices shall not be returned to us.
- 9. Accessories**
- 9.1 Purchase. Customer agrees to buy from us, and we agree to sell to Customer the Accessories, solely for the purposes of the provision of the Payment Solution.
- 9.2 One-time off fees. Customer agrees to pay in consideration for the Accessories the relevant fees, which include the shipment of the Accessories.
- 9.3 Delivery of Accessories. Customer shall receive the relevant Accessories directly to the Customer's territory's central hub and date specified by Customer, and in no case later than fifteen (15) business days³ from Customer's request.
- 9.4 Delivery costs. All delivery costs of the Accessories are included in the relevant fees paid by Customer.
- 10. Liability**
- 10.1 Excluded Losses. Neither party will be liable to the other party for the following losses and damages (including costs and expenses relating to or arising out of such loss and damage) whether arising from contract, tort (including negligence), breach of statutory duty, contribution, or otherwise:
- 10.1.1 indirect, incidental, collateral, consequential, or unforeseeable losses or damages;
 - 10.1.2 exemplary, punitive, or special losses or damages;
 - 10.1.3 lost revenue, profits, or contract business / opportunities;
 - 10.1.4 business interruption;
 - 10.1.5 lost anticipated savings;

³ Means a day other than a Saturday or Sunday, public or statutory holiday in the city of Madrid, Spain.

- 10.1.6 lost goodwill or reputation;
 - 10.1.7 loss of or damage to, and restitution of, records or data;
 - 10.1.8 Third party claims or claims under Regulation EC 261/2004 for loss or damage or other compensation;
 - 10.1.9 damage to hull;
 - 10.1.10 lost management time;
- even if such party was informed in advance.
- 10.2 **Liability cap.** The aggregate liability of either party in connection with this Hardware Lease Agreement, whether arising from contract, tort, negligence, breach of statutory duty, contribution, or otherwise, and regardless of the form of the action or the theory of recovery, or otherwise, will not exceed the three (3) months of Charges paid or payable by Customer for the Payment Solution in the three (3) calendar months preceding the date of occurrence of the event giving raise to liability.
- 10.3 **Unlimited liability.** Neither party excludes or limits its liability to the other party in respect of damages and losses arising in respect of:
- 10.3.1 fraud or malice;
 - 10.3.2 death or bodily injury caused by negligence;
 - 10.3.3 breach of confidentiality obligations;
 - 10.3.4 any liability that cannot be excluded or limited by law;
 - 10.3.5 wilful misconduct (including Customer's abandonment);
 - 10.3.6 breach of clause 12.1 (*Intellectual property rights*).
- 10.4 **Time barring.** Remedies must be sought within twelve (12) months after the cause of action first arose.
- 11. Export Control Laws**
- 11.1 Each party will comply with any Export Control Laws applicable to it.
- 11.2 If after the effective date, the provision the Equipment constitutes an actual or probable (in our reasonable opinion) breach of any applicable Export Control Laws, we shall have the right to suspend or prevent the provision of the affected Equipment and associated maintenance and support services. In such cases, we shall be excused from the performance and shall not be held liable under or in connection with the Agreements for any failure or delay in performing any of its obligations under the Agreements.
- 11.2.1.1 Customer agrees that Export Control Laws govern the use of Equipment, and Customer agrees to comply with all such Export Control Laws (including "deemed export" and "deemed re-export" regulations).
 - 11.2.1.2 Customer agrees that no Equipment (including any technical data, information, any included software and/or materials), including new products developed from or using the Equipment, will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.
 - 11.2.1.3 Customer shall indemnify us against all Losses, liabilities, costs and expenses suffered or incurred by us and our affiliates in connection with Customer's breach of Export Control Laws.
- 12. Miscellaneous**
- 12.1 **Intellectual property rights.** Customer acknowledges and accepts that all intellectual property rights used by or subsisting in the Equipment are and shall remain the sole property of us or our licensors. Customer shall not at any time make any unauthorized use of such intellectual property rights, nor authorize or permit any of its affiliates, employees, agents or contractors, or any other person to do so.
- 12.2 **Data protection, confidentiality, notices, governing law, and arbitration / jurisdiction.** Data protection, confidentiality, notices, governing law, and arbitration / jurisdiction provisions from the Solution Agreement shall apply *mutatis mutandis* to this Hardware Lease Agreement.
