

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 02/28/2024

Contract/Agreement Vendor: Lightspeed - Xander Belton
Name of Vendor & Contact Person
xander.belton@lightspeedhq.com
Vendor Email Address

Annual subscription fee for online payment solution for Tiger Threads store.

Describe Contract (Technology, program, consultant-prof Development, etc.)
 Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Tiger Threads
Reason/Audience to benefit
03/11/2024 \$ 1,369.20
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Broc Randall

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Tara Thompson

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin: _____

Cabinet Team Member:

Funding Source: 62.925 62.925.2340.810.900.0000.000.720
Fund/Project OCAS Coding

Consent
 Action

Annual subscription service with Lightspeed to provide an online school store and ability to process CC transactions (POS system). There is no automatic renewal of the agreement, just simple terms and conditions of service for use of product.
<https://www.lightspeedhq.com/legal/lightspeed-service-agreement/>

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

Xander Belton

xander.belton@lightspeedhq.com

Feel free to reach out the Xander, he has been super helpful and we all want to set this up in the proper format.

I've included a breakdown below of the yearly fee to share with your director.

Software Quote: Annual Subscription, No Contract

Pricing Summary for Lean Plan

1 Lean Plan	\$828
\$69/mo	
1 Additional Register	\$708
\$59/mo per Register	
1 Lightspeed eCom	\$420
\$35/mo	

VENDNFP30	\$586.80
\$0/mo	

Subtotal	\$1,369.20
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US Tax	-
Calculated once merchant has entered billing address	

Total (USD)	\$1,369.20
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Broc Randall

Brand Marketing Manager
BROKEN ARROW PUBLIC SCHOOLS
918.259.5901
brandall@baschools.org
www.baschools.org

Lightspeed Service Agreement

Lightspeed Service Agreement

Last updated: November 23, 2023

Note: If you are an existing Customer, you may be subject to an Amendment to your Service Agreement as communicated to you by Lightspeed via email.

Welcome to Lightspeed!

At Lightspeed, our mission is to bring cities and communities to life by powering small and medium-sized businesses. We provide easy-to-use, omnichannel commerce-enabling SaaS platforms. Our software gives our customers the critical functionality they need to connect with consumers, manage their operations, accept payments, and grow their business.

Below is our Service Agreement (the “**Agreement**”) which covers the services Lightspeed Commerce Inc. and its affiliates (collectively, “**Lightspeed**”) provide to you (the “**Customer**”). To find out which Lightspeed entity you are dealing with, please see “III. Governing Law and Contracting Entity”.

On the right-hand side, you’ll notice that we’ve summarized and translated the “legalese” into plain language. This was done to help you better understand your rights and obligations under this Agreement. However, please remember that the content on the right-hand side is not legally-binding; you should consult the full-text of the Agreement on the left-hand side of this webpage for any questions of legal interpretation. Translations of this Agreement are available in French, German, English and Dutch; as a courtesy; but this English version is the only binding document.

You may still have questions or concerns after reading this Agreement. If that’s the case, don’t be shy! You can reach out to us at the addresses below:

If you’re located in the European Union:

Lightspeed Netherlands B.V.

Haarlemmerweg 331 A

1051 LH, Amsterdam, The Netherlands

+31 (0) 20 820 23 9

info.nl@lightspeedhq.com

If you’re located elsewhere in the world:

Lightspeed Commerce Inc.

700 Saint-Antoine Street East, Suite 300

Montréal (Quebec) H2Y 1A6, Canada

1-866-932-1801

info@lightspeedhq.com

I. General Terms and Conditions

1. Subscription to Lightspeed Product

During the Term and in accordance with this Agreement, Customer may access and use the products offered by Lightspeed (each a **"Product"**), which Customer subscribed to, whether by subscription, free trial or promotion, as referenced in the order form, invoice, executed quote, or, for certain self-serve products, via confirmation email from Lightspeed (the **"Order Form"**). Each Product may include updates, cloud-based and support services, applications or documentation. Each of these are subject to the terms of this Agreement as applicable. Customer is responsible for all actions taken under its Lightspeed account credentials, regardless of whether such actions are taken by Customer, its employees or a third party. Customer will safeguard all account credentials (including any passwords and payment method details) in its possession or under its control. Lightspeed is not liable for any loss or damage arising from any unauthorized use of Customer's account.

Actual Human-Readable Language

Thank you for subscribing to our Products! Your subscription entitles you to access and use the Products listed on your invoice and/or Order Form, or as otherwise confirmed by Lightspeed.

Since Lightspeed doesn't control your use of our Products, you are responsible for the actions taken through your account including properly managing Personal Data. Please be careful not to share your account credentials with those who shouldn't have them.

2. Grant of License

During the Term, Lightspeed grants Customer a limited, nonexclusive, non-transferable, non-sublicensable, revocable license to access and use, and to permit its employees and all other users who access and use the Products on Customer's behalf (collectively, the **"Users"**) to access and use, the Products to which Customer has subscribed, on the terms set forth in this Agreement. Customer agrees that all rights, title and interest in and to all the intellectual property rights in the Products, and all modifications, extensions, scripts and other derivative works of the Products provided or developed by Lightspeed, including the Beta Technology, are owned exclusively by Lightspeed or its licensors. All rights not granted to Customer in this Agreement are reserved by Lightspeed.

Actual Human-Readable Language

In order for you, your employees, and other designated users to have access to the Products, Lightspeed gives you a license to use the Products. This means that you don't own the Products. All intellectual property rights in the Products are exclusively owned by Lightspeed, but you do have a right to use the Products for as long as your account is in good standing.

3. License Restrictions

Customer and any Users shall not (and shall not allow any User or third party to): (i) decompile, disassemble, reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Products, by any means whatsoever; (ii) distribute viruses or other harmful or malicious computer code via or into the Products; (iii) engage in any conduct that disrupts or impedes a third party's use and enjoyment of the Products; (iv) remove any product identification, copyright or other notices from the Products; (v) sell, lease, lend, assign, sublicense, grant access or otherwise transfer or disclose the Products in whole or in part, to any third party; (vi) use the Products for timesharing, service bureau or hosting purposes or otherwise use, resell, sublicense, distribute or transfer or allow others to use the Products to or for the benefit of third parties; (vii) modify or incorporate into or with other software or create a derivative work of any part of the Products, unless agreed to in writing by Lightspeed; (viii) use the output or other information generated by the Products for any purpose other than as contemplated by this Agreement; (ix) use the Products for any use other than Customer's internal business use; (x) use unauthorized modified versions of the Products, including without limitation, for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Product; (xi) use the Products in any way that is contrary to Lightspeed's Acceptable Use Policy, located at <https://www.lightspeedhq.com/legal/acceptable-use-policy/>, as such policy may change from time to time (the "**Acceptable Use Policy**"); or (xii) use the Products in any way that is contrary to applicable local, state/provincial, federal, regional and foreign laws, including without limitation those relating to fiscal laws and VAT regulations, as well as privacy, data protection, electronic communications and anti-spam legislation. Lightspeed retains all title to, and except as expressly licensed herein, all rights to the Products, all copies, derivatives and improvements thereof, and all related materials.

Actual Human-Readable Language

Although you have a right to use the Products, that doesn't mean you can misuse them. For example, you shouldn't be deconstructing our Products in an attempt to get to the underlying source code. You shouldn't be using the Products to send out malware or infect other devices. And you certainly shouldn't use the Products in any illegal way.

The left-hand side of this page lists other restrictions you should be aware of.

4. Term of Agreement

4.1. Unless otherwise agreed to in writing, the "**Initial Term**" shall mean the duration identified in the Order Form, beginning on the date identified in the Order Form (the "**Subscription Start Date**"). If the Subscription Start Date is not explicitly nor implicitly identified in the Order Form, the Subscription Start Date shall be the date Customer executes, where applicable, the initial Order Form, unless otherwise agreed to in writing. Some software Products may be made available to Customer on a date prior to the Subscription Start Date identified in the Order Form. If Customer uses such software Products to process taxable business transactions before such identified Subscription Start Date, then the Subscription Start Date will thereby be amended to such earlier date.

4.2. Upon expiration of the Initial Term and unless otherwise stated in the Order Form or herein, this Agreement will automatically renew for a duration equal to the Initial Term (each a "**Renewal Term**", the "**Current Term**" being the Initial Term or the then-current Renewal Term (as the case may be); and the Initial Term and all Renewal Terms collectively, the "**Term**") until terminated by Customer or Lightspeed by delivery of written notice to the other party at least ninety (90) days prior to the end of the Current Term, or such period of notice equal to the Current Term where the Current Term is less than ninety (90) days. If no Order Form has been provided, the minimum period of notice required to be given shall

be thirty (30) days. In the case of Products licensed on a trial basis, the Term of this Agreement shall be limited to the duration of the trial period identified in the Order Form. Except as otherwise specified herein, Customer may not terminate this Agreement prior to the expiration of the Term. If Customer is located in the Province of Quebec, Customer expressly waives the application of Sections 2125 and 2129 of the Civil Code of Quebec.

Actual Human-Readable Language

Take a careful look at your Order Form. It indicates the start date, initial term and renewal periods of your subscription. Depending on the Product purchased, your subscription might automatically renew. Make sure you understand everything in there!

More information about cancellation is in the "Termination and Suspension" section below.

5. Fees and Payment

5.1. Customer shall pay Lightspeed the fees ("**Fees**") specified in the Order Form or otherwise arising under this Agreement, in accordance with the timing and currency specified in the Order Form or this Agreement. Fees shall include, but are not limited to, applicable fees relating to Customer's use of a payment provider other than Lightspeed Payments. If no Order Form has been provided, the Fees will be as set out on the websites for the relevant Products. Unless required by applicable law, all payments by Customer to Lightspeed under this Agreement are non-refundable and made via the payment method specified by Customer in the Order Form, or as otherwise agreed in writing by the parties. Customer shall undertake any additional actions reasonably requested by Lightspeed to implement any automated Fee payment process. Any amounts past due shall accrue interest at a rate which is the lesser of: one and a half percent (1.5%) per month or the maximum rate allowable by law. Any assessment of late fees shall be without prejudice to Lightspeed's right to suspend Customer's access to the Products. Any applicable goods and services or sales taxes will be added to Fees owing pursuant to this Agreement.

5.2. Customer acknowledges and agrees that by executing an Order Form, Customer is obligated to pay all of the Fees identified in (i) the Order Form or website (as applicable), and (ii) this Agreement, for the duration of the Current Term, and that any software subscription discounts or hardware discounts offered to Customer and/or identified on the Order Form are contingent upon the foregoing. Similarly, Customer acknowledges and agrees that, by renewing their subscription, whether implicitly or explicitly, Customer is obligated to pay all of the Fees due under the renewed contract at the then-current prices for the duration of the Renewal Term. Customer further acknowledges and agrees that any discounts offered under the initial Order Form shall not carry over or pertain to the Renewal Term, unless otherwise agreed to in writing.

5.3 **Lightspeed Payments.** Provided Customer (i) uses the Products (ii) is located in a jurisdiction in which Lightspeed Payments is offered and (iii) is eligible for Lightspeed Payments, Customer must use Lightspeed Payments unless otherwise agreed to by Lightspeed in writing.

5.4 **Transaction Fees.** If Customer falls within (i), (ii) and (iii) above and processes transactions through a payment processing service other than Lightspeed Payments, Customer will be charged to a monthly Fee for each month in which Customer processes transactions through such service, which fee shall be calculated based on Customer's estimated average monthly transaction volume in accordance with [Fee table linked here](#) ("**Transaction Fee**"). For Customers with an annual subscription, this monthly Fee will be assessed upon renewal.

Actual Human-Readable Language

Your Order Form will tell you how often to pay your Fees. You may be required to pay all Fees upfront or they may be spread out over the year on a monthly basis. Your Order Form will contain all these details.

Don't forget that your Fees are nonrefundable and must be paid on time. Otherwise, we might charge you for late payment.

6. Confidential Information

Lightspeed and Customer (each a "**Receiving Party**") shall each retain in confidence all information received from the other party (the "**Disclosing Party**") pursuant to or in connection with this Agreement, the Products or the Beta Technology, that the Disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("**Confidential Information**"), and will make no use of such Confidential Information except as necessary to fulfill their respective obligations under this Agreement. Each party shall treat the terms and conditions of this Agreement as confidential; however, either party may disclose such information in confidence to its legal and financial consultants as required in the ordinary course of that party's business. Notwithstanding the foregoing, the restrictions set forth above will not apply to (i) information previously known to the Receiving Party without reference to the Disclosing Party's Confidential Information, (ii) information which is or becomes publicly known through no wrongful act of the Receiving Party, (iii) information that is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information, or (iv) information required to be disclosed pursuant to applicable law by enforceable orders of the court or other governmental authority. Customer shall ensure that its Users fully comply with the terms of this Section and shall be responsible for any damages suffered by Lightspeed as a result of a User's failure to do so.

Actual Human-Readable Language

As part of our ongoing relationship, we might have access to each other's confidential business information. Lightspeed understands that confidentiality is key to our mutual success, and so should you.

That's why both parties will protect each other from unauthorized disclosure and ensure confidential information is only used if required under this Agreement.

Of course, not all information shared between us is meant to be confidential. For instance, information that is already publicly available should not be considered confidential – which means that any material that Lightspeed has posted on its website can be shared.

Finally, don't forget that you're also responsible for the conduct of your employees and designated Users. Please inform them of the importance of protecting all Confidential Information.

7. Customer's Representations

Customer represents and warrants that currently and throughout the Term (i) Customer is fully authorized to enter into this Agreement and that Customer and any Users are fully authorized to utilize the Products to which Customer has subscribed, (ii) Customer and any Users are and will remain in compliance with all Lightspeed policies, applicable laws and regulations with respect to its and their use of the Products and activities

related to this Agreement, including but not limited to fiscal and privacy laws; and (iii) if Customer or any of its Users imports lists into the Products for the purpose of sending electronic communication (e.g., email, text messages), or otherwise collects electronic addresses for the purpose of sending electronic messages, then Customer warrants that each person on such list has previously opted-in to receive promotional electronic communications from Customer (where applicable) and that the content of such communications by Customer will comply with applicable laws and regulations.

Actual Human-Readable Language

As part of your right to use our Products, there are a few things you must confirm:

- ✓ you're allowed to sign the Order Form and therefore legally bind the business on whose behalf your signing;
- ✓ in using our Products, you and your Users (e.g., your employees) will follow our policies and respect the law; and
- ✓ if you're using our Products to send promotional messages to your clients, you've obtained their valid consent to do so.

8. Customer Content, Privacy and Intellectual Property

8.1. **"Customer Content"** means photos, images, graphics, written content, audio, files, materials, information, or any other data that Customer or its Users input into the Products for processing in connection with this Agreement.

8.2. Customer retains all right, title, and interest in the Customer Content. Customer grants Lightspeed a worldwide, royalty-free, sublicensable, transferable, and non-exclusive license to use, access, copy, reproduce, modify, create derivative works of, publish, communicate, transmit, translate, display, and/or otherwise exploit the Customer Content for the purpose of providing, operating, promoting, or improving the Products.

8.3. Customer may select the personal information ("**Personal Data**") it inputs into the Products at its sole discretion; Lightspeed has no control over the nature, scope, origin, and/or the means by which Customer acquires Personal Data processed by the Products. Lightspeed will comply, and will ensure that its personnel comply, with the requirements of applicable privacy laws and regulations governing the Personal Data in Lightspeed's possession or under its control. Customer is solely responsible for ensuring that it complies with any legal, regulatory or similar restrictions applicable to the types of data Customer elects to process with the Products. Customer remains responsible for properly handling and processing notices regarding Personal Data of Customer's clients and Users.

8.4. The Products grant Customer the ability to independently backup and archive Customer Content. Accordingly, Customer is responsible for performing regular backups of Customer Content. Nevertheless, Lightspeed will regularly perform backups of Customer Content stored in the Products. Lightspeed will assist Customer in recovering and restoring Customer Content to the Products to the extent commercially feasible. Customer understands and agrees that Lightspeed is not responsible for any loss or corruption of Customer Content or other software.

8.5. Lightspeed uses and protects Personal Data in accordance with Lightspeed's Privacy Policy, located at <https://www.lightspeedhq.com/legal/privacy-policy/> (the "**Privacy Policy**") and the Data Processing Agreement located at <https://www.lightspeedhq.com/legal/data-processing-agreement/> (the "**DPA**").

8.6. It is the policy of Lightspeed to respect the intellectual property rights of others. Lightspeed does not condone the unauthorized reproduction or distribution of third-party intellectual property. If a Customer or visitor believes that their work has been reproduced or distributed in a way that constitutes intellectual property infringement or are aware of any infringing material available through the Products, they may have recourse under Lightspeed's Intellectual Property Infringement Policy, located at <https://www.lightspeedhq.com/legal/intellectual-property-infringement-policy/> (the "**Infringement Policy**").

8.7. The Privacy Policy, the DPA, the Acceptable Use Policy and the Infringement Policy are incorporated into this Agreement by reference.

Actual Human-Readable Language

One of the core functionalities of our Products is the ability for you to input data. Some of that data will likely be client's personal information. Lightspeed doesn't have any control over the kind of data you choose to process via our Products, so please be discerning about the categories of data you collect, and the access provided to this data. For example, you should not be storing any unredacted credit card data.

Lightspeed respects all applicable data privacy laws and expects you to do the same. This includes an expectation that you manage any privacy-related notices to be sent to your clients or Users.

Our Products also allow you to extract and back-up your data, so it is your responsibility to regularly do so. Just the same, we will back up your data on a regular basis and help you to recover it. However, we can't be held responsible for any loss or corruption of your data.

Please consult our Privacy Policy and Data Processing Agreement for more information.

Lightspeed respects the intellectual property rights of others. In the event a third-party believes that you are infringing upon their IP through your use of a Product, our Infringement Policy explains the steps we will take to resolve the dispute.

The Privacy Policy, the DPA and the Infringement Policy form part of this Agreement, meaning that by entering into this Agreement, you are agreeing to the terms in each of these agreements.

9. Feedback

Customer agrees that any materials that it provides to Lightspeed, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, modifications, improvements, original or creative materials or other information regarding Lightspeed or the Products or the Beta Technology, whether such materials are provided in email, feedback forms, or any other format (the "**Feedback**"), shall belong exclusively to Lightspeed, without any requirement to acknowledge or compensate Customer. Customer agrees to assign, and hereby assigns, all right, title, and interest worldwide in the Feedback and the related intellectual property rights to Lightspeed and agrees to assist Lightspeed, at Lightspeed's expense, in perfecting and enforcing such rights. Lightspeed may disclose or use Feedback for any purposes whatsoever without any obligation to Customer.

Actual Human-Readable Language

We encourage you to give us your feedback!

In order for us to implement your suggestions and improve our Products, you understand that we must become the owner of those ideas.

10. Beta Testing Project

10.1. For evaluation and testing purposes only ("**Beta Testing Project**"), Lightspeed may grant Customer a personal, non-exclusive, non-transferable, limited license to use certain technology, support services, accessories, and hardware (collectively, the "**Beta Technology**"). Customer's participation in a Beta Testing Project is voluntary.

10.2. If Customer agrees to the Beta Testing Project, Customer shall (i) test and evaluate the Beta Technology as requested by Lightspeed, (ii) familiarize itself with the Beta Technology information provided by Lightspeed and to only use or test the Beta Technology as directed, (iii) notify Lightspeed of any and all functional flaws, errors, anomalies, and problems directly or indirectly associated with the Beta Technology known to, or discovered by Customer, (iv) respond to any and all reasonable inquiries, questionnaires, and other test documents submitted by Lightspeed and (v) designate to Lightspeed, in writing, an employee or representative who will serve as the single technical contact and who will be responsible for maintaining communication with Lightspeed. In addition, Customer agrees to bear all incidental costs (such as, costs for Internet and phone services, accessories, etc.) associated with its testing of the Beta Technology, unless otherwise agreed to in writing by both parties. Customer has the obligation to maintain backups of its own data. Customer agrees and acknowledges that, following termination of the Beta Testing Project, Lightspeed shall have no obligation to transfer Customer Content to any other Lightspeed product or service, including with respect to final release of the Beta Technology.

10.3. Lightspeed has no obligation to develop or provide any updates or revisions to the Beta Technology, and Lightspeed reserves the right to alter or adjust service specifications for the Beta Technology as it deems necessary or desirable. Customer understands and acknowledges that Customer will not, unless otherwise agreed to in writing, receive any payment, compensation or discount for participating in, or for providing any Feedback, comments, evaluations, reports or any other services during a Beta Testing Project. Customer shall maintain backups of its own data. Customer agrees and acknowledges that, following termination of the Beta Testing Project, Lightspeed shall have no obligation to transfer Customer Content to any other Lightspeed product or service, including with respect to final release of the Beta Technology.

10.4. The Beta Technology provided by Lightspeed is proprietary to Lightspeed and/or its licensors. Customer agrees and acknowledges that nothing contained in this Agreement shall be construed as granting any ownership or intellectual property rights to any Beta Technology, Feedback or Confidential Information. All applicable rights in all copyrights, trademarks, trade secrets, trade names, patents and other intellectual property rights in or associated with the Beta Technology are and will remain in Lightspeed and Customer shall have no such intellectual property rights in the Beta Technology. Customer will not make, have made, use or sell for any purpose any product or item using, incorporating or derived from any Beta Technology or Confidential Information. Customer may not copy or reproduce the Beta Technology or reverse engineer, alter, modify, disassemble or decompile the Beta Technology, or any part thereof, without Lightspeed's prior written consent.

Actual Human-Readable Language

In order for you to be able to evaluate and test our services, we may give you a limited license to use the beta services. You may not share the services with any third party. Any change to the services is at the discretion of Lightspeed.

You will not receive any compensation for testing and evaluating the services unless otherwise agreed.

You agree to test and evaluate the services as set out in this Agreement. For example, you agree to use the services as directed by us and inform us in case of any malfunction or problems. Further, you agree to respond to our communication. For this purpose, you will designate a specific person.

We encourage you to give us your feedback! In order for us to implement your suggestions and improve the services, you understand that we must become the owner of those ideas. You will pay yourself for internet and other services as well as equipment that you may need in order to use our services unless otherwise agreed.

All intellectual property rights in the services are exclusively owned by Lightspeed. Although you have a right to use the services, that doesn't mean you can misuse them. For example, you shouldn't be deconstructing the services in an attempt to get to the underlying source code. You shouldn't be using the services to send out malware or infect other devices. And you certainly shouldn't use the services in any illegal way.

The left-hand side of this page lists other restrictions you should be aware of.

11. Third-Party Services

"**Third-Party Services**" are products, applications, services, software, networks, systems, directories, websites, databases and information from third parties, including from Lightspeed Payments USA Inc., that one or more Products link to, or which Customer may connect to or enable in conjunction with one or more Products. Customer may decide to enable, access or use any Third-Party Services (as defined above). Customer agrees that access and use of such Third-Party Services shall be governed solely by the terms and conditions of such Third-Party Services, and that Lightspeed is not responsible or liable for, and makes no representations or warranties as to any aspect of such Third-Party Services, including, without limitation, their content or data practices (including with regards to Customer Content and Personal Data) or any interaction between Customer and the provider of such Third-Party Services, regardless of whether or not such Third-Party Services are provided by a third party that is a member of a Lightspeed partner program or otherwise designated by Lightspeed as "certified", or "approved" by or "integrated" with Lightspeed. Any use by Customer of Third-Party Services shall be solely between Customer and the applicable third-party provider. Customer irrevocably waives any claim against Lightspeed with respect to such Third-Party Services. Lightspeed is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access or use of any such Third-Party Services, or Customer's reliance on the privacy practices, data security processes or other policies of such Third-Party Services.

Actual Human-Readable Language

One of the unique features of our Products is your ability to integrate with our third-party partners. For example, you might be interested in connecting our Products to third party accounting, scheduling or marketing software, or other service providers.

When you do so, you understand that you are contracting with that third party, not with Lightspeed. This means that Lightspeed is not responsible for any issues that may come up as a result, including technical problems or product failures. Any Personal Data you share

with that third party is subject to their policies, not Lightspeed's. You agree not to file a claim against Lightspeed related to any Third-Party Service.

12. Maintenance Activities and Product Changes

12.1. It may be necessary for Lightspeed to perform scheduled and/or unscheduled repairs or maintenance, or remotely patch or upgrade the Product. This may temporarily degrade the quality of the services or result in a partial or complete outage of the Product. Lightspeed will endeavor to carry out such work during times that will cause the least disruption to Customer's business. Customer shall cooperate, if necessary, to perform such work.

12.2. Lightspeed may, at any time and in its sole discretion, add to, remove, change or discontinue the Products or any component or version of the Products (the "**Product Changes**"), which may require Customer to take certain actions including, but not limited to, installing certain patches, fixes or updates, upgrading to a new version of a Product and/or migrating to an alternative Product. Such Changes may be made for reasons including, but not limited to: (i) to comply with applicable law or regulation, (ii) for security reasons, (iii) due to changes imposed by a third party supplier, and/or (iv) due to the termination of our relationship with a third party supplier which is material for the provision of the Products.

Actual Human-Readable Language

To ensure the functionality and security of our Products, we regularly maintain and update them. Maintenance might be scheduled or unscheduled. In both cases, we'll do our best to perform maintenance during times that will minimally impact your business.

From time to time, we may change, update or discontinue Products, versions or components of Products, or we will be required to make changes to the Products. This may happen, for instance, when we introduce new features or provide bug fixes.

13. Termination and Suspension

13.1. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by giving the breaching party written notice specifying the nature of the breach in reasonable detail and the non-breaching party's intention to terminate (a "**Termination Notice**"). If the breach has not been cured within the period ending thirty (30) days following delivery of the Termination Notice, then this Agreement shall automatically terminate.

13.2. Notwithstanding the foregoing, Lightspeed reserves the right, at any time and without notice, to terminate this Agreement if Customer violates the license restrictions under Section 3 of the Agreement.

13.3. Notwithstanding the foregoing, Lightspeed may suspend Customer's access to the Products immediately without notice if Lightspeed, in its sole discretion, believes: (i) such suspension is required by law; (ii) there is a security or privacy risk to Customer; (iii) Customer is infringing or violating the rights of third parties, or acting in a manner that is abusive, profane or offensive; (iv) Customer does not pay its Fees or any invoices in a timely manner; or (v) Customer is in breach of any material provision of this Agreement, including its license restrictions or confidentiality

obligations. Any suspension of Customer's access to the Products will not limit or waive Lightspeed's rights to terminate this Agreement or Customer's access to the Products.

13.4. Upon termination of this Agreement, Customer shall discontinue its use of the Product(s). Notwithstanding the foregoing, termination of this Agreement by Lightspeed shall not limit Customer's obligation to pay all of the applicable Fees, nor restrict Lightspeed from pursuing any available remedies, including injunctive relief. Customer agrees that following termination of Customer's account and/or use of the Product, Lightspeed may immediately deactivate Customer's account and delete Customer Content. Customer further agrees that Lightspeed shall not be liable to Customer nor to any third party for any termination of Customer's access to the Product or deletion of Customer Content in accordance with this Agreement. Sections discussing license restrictions, Fees and payment, confidentiality, Customer representation, indemnification, and limitation of liability shall survive termination of this Agreement, along with any other provisions that are intended by their terms to survive.

13.5. Notwithstanding anything to the contrary in the Agreement, should the Agreement be terminated (a) by Customer prior to completion of the Current Term for any reason other than breach by Lightspeed under Section 13.1, or (b) by Lightspeed for material breach by Customer under Section 13.1 or 13.2, Customer will be charged an early termination fee calculated as the sum of: (i) any non-recurring Fees relating to the terminated Agreement(s) which have not been paid to Lightspeed as of the effective date of termination; and (ii) any recurring Fees under the Agreement that would have otherwise become due during the remainder of the Current Term; and (iii) the difference between the list price (as indicated on our website), and the discounted price (if any) on either software and/or Hardware that the Customer may have received during or pertaining to the Current Term (collectively, the "**Early Termination Fee**"). The Customer (i) authorizes Lightspeed to collect the Early Termination Fee, and any applicable taxes due on such fee, according to the same payment methods and/or accounts for collecting amounts under the Agreement, and (ii) acknowledges that the Early Termination Fee shall be immediately due and payable in full. The Parties acknowledge and agree that the Early Termination Fee is a genuine and reasonable pre-estimate of the loss and damage suffered by Lightspeed in the event that the Customer terminates prior to completion of the Current Term and not a penalty.

Actual Human-Readable Language

As a general rule, this Agreement can't be terminated before the end of your subscription. However, if Lightspeed violates the terms of this Agreement in a significant way, you are entitled to early termination. This right also applies to Lightspeed in the event you violate the terms of this Agreement.

Termination doesn't occur instantly – you must first send us a Termination Notice giving us thirty (30) days to fix the breach. If the breach is legitimate and we fail to fix it, you are free to cancel this Agreement. You should also know that we may cancel this Agreement without sending you a Termination Notice for breaches to the specific sections listed to the left. In certain circumstances, we may be forced to suspend your access to the Products. For example, this would occur:

- ✓ if it was required by law
- ✓ if you are faced with a privacy or security risk
- ✓ if you infringe or violate the rights of third parties
- ✓ if you refuse to pay us
- ✓ If you breach any material obligations under this agreement.

If this agreement is canceled, you agree to stop using the Products and to pay us any Fees that are still outstanding. Any instalments that have not yet matured will become due immediately upon termination. We might also deactivate your account and delete any of your data.

Customers who cancel their subscription prior to the end of the term, are charged with an early termination fee.

14. Indemnification

14.1. Customer shall indemnify, defend and hold harmless Lightspeed and its officers, employees, and agents from and against all losses, expenses, liabilities, damages and costs including, without limitation, reasonable attorneys' fees (collectively "**Costs**"), to the extent that such Costs are attributable to any breach by Customer or any User, independent contractor, or affiliate thereof, of any representations, warranties or other obligations set forth in this Agreement.

14.2. Lightspeed shall indemnify, defend and hold harmless Customer and its officers, employees, agents and affiliates from and against all Costs, to the extent such Costs are attributable to the Products infringing or misappropriating any registered third-party intellectual property right, including trademarks, patents and copyrights if Lightspeed is notified promptly in writing and given authority, information, and assistance for the defense or settlement of any related proceeding.

Actual Human-Readable Language

If you or your Users breach any term of this Agreement and Lightspeed is sued by a third party as a result, you agree to reimburse us for any damages we've suffered.

In parallel, Lightspeed will reimburse you for any damages you've suffered if a third party sues you as a result of the Products infringing on that person's registered intellectual property rights.

15. Limitation of Liability

15.1. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, LIGHTSPEED'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM GIVING RISE TO SUCH LIABILITY WAS FIRST ASSERTED. IF AND TO THE EXTENT THAT CUSTOMER PARTICIPATES IN A BETA TESTING PROJECT, IN NO EVENT WILL LIGHTSPEED'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THE BETA TESTING PROJECT EXCEED \$/€/CHF 100.

15.2. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT, STATUTORY REMEDY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE AND IRRESPECTIVE OF WHETHER EITHER PARTY HAS ADVISED OR BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THAT CUSTOMER PARTICIPATES IN A BETA

TESTING PROJECT, IN NO EVENT SHALL LIGHTSPEED BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO THE BETA TECHNOLOGY OR THE TRANSACTIONS PROCESSED THEREIN.

15.3. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION FAIRLY ALLOCATE THE RISKS UNDER THIS AGREEMENT AS BETWEEN THEM. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH MAKING THE PRODUCTS AVAILABLE TO CUSTOMER AND THAT, WERE LIGHTSPEED TO ASSUME FURTHER LIABILITY OTHER THAN AS SET FOR HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SIGNIFICANTLY HIGHER.

15.4. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, LIGHTSPEED WILL NOT BE LIABLE OR INDEMNIFY CUSTOMER IN ANY WAY FOR ANY DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM (i) CUSTOMER'S OMISSION TO INSTALL ANY PATCH, FIX, UPDATE OR UPGRADE, (ii) ANY PRODUCT CHANGES PURSUANT TO SECTION 12.2 AND/OR (iii) CUSTOMER'S ALLEGED OR ACTUAL BREACH OF SECTION 7.

Actual Human-Readable Language

Neither party will owe the other for any indirect damages that might be incurred as a result of the Products not working, like loss of business or loss of profits.

If you decide to sue us, the maximum amount of damages that can be claimed corresponds to the amount of Fees you've paid in the previous three (3) months. Our liability is limited in this way to give us the ability to offer the Products to you for a competitive price. If we were to accept more potential liability, the Fees set out on your Order Form would necessarily be higher.

16. Disclaimer of Warranties

CUSTOMER ACKNOWLEDGES THAT (i) LIGHTSPEED CANNOT GUARANTEE THE RESULTS GENERATED THROUGH THE PRODUCTS OR THE BETA TECHNOLOGY, OR THAT THE PRODUCTS OR THE BETA TECHNOLOGY WILL BE CONTINUOUSLY AVAILABLE FOR USE WITHOUT INTERRUPTION, (ii) THE PRODUCTS AND THE BETA TECHNOLOGY ARE PROVIDED "AS IS", ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, AND LIGHTSPEED HEREBY DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY (a) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ANY WARRANTY THAT THE PRODUCTS ARE FISCALLY COMPLIANT WITHIN CUSTOMER'S JURISDICTION), (b) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, (c) WARRANTY OF TITLE OR NON-INFRINGEMENT; OR (d) STATUTORY REMEDY, AND (iii) LIGHTSPEED IS NOT RESPONSIBLE FOR ANY PRODUCT CONFIGURATION SETTINGS OR PRODUCT CHANGES OR BETA TECHNOLOGY CHANGES APPLIED BY OR ON BEHALF OF CUSTOMER. LIGHTSPEED EXPRESSLY DISCLAIMS ANY SPECIFIC SERVICE LEVEL WARRANTIES OR COMMITMENTS. REGARDLESS OF ANY OTHER TERM OF THIS AGREEMENT, NOTHING IN THIS AGREEMENT EXCLUDES OR PURPORTS TO EXCLUDE ANY STATUTORY RIGHT OR WARRANTY THAT MAY NOT BE EXCLUDED BY LAW. IF ANY PART OF THE PRODUCTS IS GOODS OR SERVICES TO WHICH A GUARANTEE UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH) APPLIES, THEN SECTION 15 (LIMITATION OF LIABILITY) WILL NOT APPLY AND LIGHTSPEED'S LIABILITY IS LIMITED, AT LIGHTSPEED'S OPTION, TO: (A) REPAIR, REPLACEMENT OR RESUPPLY OF THE PRODUCT; OR (B) PAYMENT OF THE COST OF REPAIR, REPLACEMENT OR RESUPPLY OF THE PRODUCT.

Actual Human-Readable Language

You understand that our Products are provided on an "as is" and "as available" basis. This means Lightspeed offers its Products without any warranty. To be extra clear, we do not guarantee that the Products will be bug-free and always available. Our Products are sold without any service level warranties or commitments.

17. Assignment and Subcontractors

Customer may not assign any of its rights or obligations under this Agreement without Lightspeed's prior written consent. Lightspeed may, without Customer's prior consent, assign its rights and obligations under this Agreement. Subject to the foregoing, the provisions of this Agreement shall be binding on and inure to the benefit not only of the parties hereto but also to their successors and permitted assigns. Lightspeed shall be free to perform all or any part of this Agreement through one or more subcontractors.

Actual Human-Readable Language

If you would like to transfer this agreement to someone else, you must first get our consent.

We may choose to provide the Products and any related service through one or more subcontractors.

18. Governing Law, Venue, Arbitration and Attorneys' Fees

18.1. This Agreement shall be governed by and interpreted in accordance with the laws of the applicable jurisdiction indicated in Section III below. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach or interpretation thereof, the parties agree to submit to the exclusive jurisdiction of and venue in the applicable courts indicated in Section III below. Each party hereby waives all defenses of lack of personal jurisdiction and forum nonconveniens in connection with any action brought in the foregoing courts. The prevailing party in any action or proceeding brought under this Agreement shall be entitled to recover from the other party, in addition to all other relief, its reasonable attorneys' and other experts' fees and expenses incurred with respect to such action or proceeding.

18.2. Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to: (i) this Agreement; (ii) the Products, services or equipment provided by Lightspeed; (iii) oral or written statements, or advertisements or promotions relating to this Agreement or to the Products, services or equipment; or (iv) the relationships that result from this Agreement (collectively the "Claim") will be determined by arbitration to the exclusion of the courts. Arbitration will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the jurisdiction indicated in Section III below that are in effect on the date of the notice.

18.3. Customer agrees to waive any right Customer may have to commence or participate in any class action or representative proceeding against Lightspeed related to any Claim and, where applicable, Customer also agrees to opt out of any class or representative proceedings against Lightspeed.

18.4. Notwithstanding the foregoing provisions, (i) each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; and (ii) Lightspeed reserves the right to collect any outstanding amounts that Customer owes to Lightspeed in a court of competent jurisdiction.

Actual Human-Readable Language

Please take a look at the table in Section III. It explains which Lightspeed entity you're dealing with and according to which jurisdiction's laws this Agreement will be interpreted.

Most claims that are brought about as a result of this Agreement will be decided by arbitration, instead of going through the courts.

Finally, you agree to opt-out of and refrain from participating in any class action against us.

However, some claims are best suited to traditional courts and will be decided there. For example, if one of us files an injunction against the other, that cannot be decided by an arbitrator.

19. Export Compliance and Other Restrictions

Products which Lightspeed may provide or make available to Customer may be subject to U.S. export control and economic sanctions laws. Customer agrees to comply with all such laws and regulations as well as all laws and regulations applicable to the Customer's jurisdiction of origin, as they relate to the access and use of Products. Customer agrees not to access the Product from any jurisdiction in which the provision of the Product is prohibited under U.S. or other applicable laws or regulations (a "**Proscribed Country**") or provide access to the Product to any government, entity or individual located in any Proscribed Country. Customer represents, warrants, and covenants that (i) it is not a national of, or company registered in, any Proscribed Country; and (ii) it shall not permit third parties to access or use the Product in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions.

Actual Human-Readable Language

Depending on who you are and where you're located, you may be subject to U.S. export control laws. You agree to abide by those laws and regulations, if applicable.

The U.S. government publishes a list of Proscribed Countries with which companies like Lightspeed are prohibited from doing business. You promise that you are not located in a Proscribed Country and that you will not allow others to access the Products from a Proscribed Country.

20. General

20.1. If one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then the validity, legality and enforceability of the remaining provisions of this Agreement shall be unaffected.

20.2. Customer may address all notices, statements and other communications to Lightspeed to the following address:

Lightspeed Commerce Inc.
700 Rue Saint-Antoine E Street
Montréal, QC, H2Y 1A6
Canada

With a mandatory copy to:

legal@lightspeedhq.com

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20.3. Lightspeed may provide any and all notices, statements and other communications to Customer through either email, posting on its website, an in-product message, or by mail or express delivery service.

20.4. During the term of this Agreement, Customer grants Lightspeed a free license to use, reference and display the Customer's name and trademarks in any communications, including publications, press releases, stories, websites, social media posts, and public filings in connection with the promotion, marketing, distribution and public disclosure of the Lightspeed brand, activity and Products (collectively, the "**Materials**"). Following the termination of this Agreement, Lightspeed shall have sixty (60) days to remove all Customer's name and trademarks from the Materials.

20.5. Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than Customer's payment obligations) by reason of any act of God, fire, natural disaster, accident, act of government, shortage of materials, failure of transportation or communication or of suppliers of goods or services, or any other cause to the extent it is beyond the reasonable control of such party.

20.6. This Agreement, along with the applicable Order Form, the Acceptable Use Policy, the Infringement Policy, the Privacy Policy and the DPA, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto.

20.7. In the event of any inconsistency or conflict between the terms of the Agreement and the terms of the Order Form, the terms of the Order Form shall govern.

20.8. Lightspeed reserves the right, at any time and upon thirty (30) days' written notice, to amend this Agreement, including making changes to the Fees and scope of the Products.

20.9. Customer has reviewed, understood and accepted the terms and conditions set forth in this Agreement and has either consulted with legal counsel prior to executing this Agreement or has knowingly forgone its right to consult with legal counsel prior to such execution.

20.10. The parties acknowledge that they require that this Agreement be drawn up in the English language, that the English language version prevails and that any translation is for information purposes only.

Actual Human-Readable Language

If an adjudicator refuses to give effect to one part of this Agreement, that doesn't mean that the entire Agreement is invalid.

If you need to contact Lightspeed, please use the provided address.

If we need to contact you, we can do so by email, website post, regular mail or express delivery service.

We may publicly announce that you are one of our Customers.

If one of us is prevented from fulfilling our duties under this Agreement for a reason outside our control, we won't be considered in breach of this Agreement. This does not apply to your payment obligations.

All the terms and conditions that dictate our relationship are contained in this Agreement, the applicable Order Form, the Privacy Policy and Data Processing Agreement. Lightspeed's Privacy Policy and Data Processing Agreements are accordingly referenced in Section 8.4 of this document.

We might choose to modify this Agreement from time to time. If we do so, we'll provide you with reasonable prior notice.

You confirm that you understand each term of this Agreement and that you've had the opportunity to speak to a lawyer about any concerns you may have.

In case there's any conflict between the Order Form and these terms and conditions, the Order Form will prevail.

We both confirm that we want the binding version of this Agreement to be drafted in English.

II. Product-Specific Terms and Conditions

1. Lightspeed eCommerce

1.1. Customer will retain ownership of the URL and/or domain name applicable to any website utilized by Customer in connection with the Lightspeed eCom (C-Series) and Lightspeed eCom (E-Series) products ("**Customer's Site**").

1.2. Customer represents and warrants that currently and throughout the Term, Customer and any Users are fully authorized to publish, and authorize Lightspeed to publish on behalf of Customer, without the necessity of obtaining any further permissions from or payments to any third party, all of the materials provided for publication on Customer's Site, including without limitation, text, logos, photos and other graphics.

1.3. For Customers in certain countries, certain Product functionality, such as the online shopping cart, can be added to social media networks, such as Facebook or TikTok ("**Social Media Network**").

By connecting Customer's account to a Social Media Network account, Customer acknowledges and agrees that they are consenting to the continuous release of information to others, including to the Social Media Network (in accordance with their privacy settings on the Social Media Network and Lightspeed account settings). Lightspeed and the Social Media Networks are continually making changes and improvements to this feature, and therefore the available features, and information that is shared, may change from time to time and without notice.

1.4. If you choose to upgrade or downgrade your Lightspeed eCom (E-Series) subscription from one paid plan ("**Old Plan**") to another paid plan ("**New Plan**"), your service will be switched immediately to the New Plan. The payment for the unused portion of service from your Old Plan will be credited toward the price of the New Plan. Your future monthly billing date will always remain the same. If the Plan change is a downgrade, credit will be applied to future months and your next monthly fee will be charged when the credit from the Old Plan has been used. If the Plan change is an upgrade, you will be charged the remaining portion for the current billing period immediately, and subsequent months will be charged on your previously existing billing date. Remaining credit from the current billing period will be calculated based on the number of remaining days in the current billing month.

1.5. Notwithstanding other provisions of this Agreement, Lightspeed eCom (E-Series) Customers can cancel their paid subscriptions to Lightspeed eCom (E-Series) at any time by downgrading to a free plan. There will be no subsequent charges to their credit card or Paypal account after cancellation.

The Lightspeed eCom (E-Series) account may be terminated by selecting the "Close my account" option in the account. Any paid subscription needs to be canceled before an account can be closed.

Actual Human-Readable Language

You have the rights to the URL and domain name associated with your website.

You confirm that you have all the necessary rights to publish all the content on your website.

You may link your eCommerce account with certain third-party social media accounts. The data that will be shared will depend on your account settings.

You can upgrade, downgrade or cancel your Lightspeed eCom (E-Series) subscription at any time, receiving credits for any unused portion of your monthly payment, as applicable, which will be applied to your new plan.

2. Lightspeed Restaurant POS (U-Series)

2.1. If Customer's Order Form includes the purchase of Meraki routers, such purchase includes a one-year Meraki license. Upon expiration of that license, Customer agrees to pay to Lightspeed additional Meraki license fees on an annual basis for the remainder of the Term at the then-current price determined by Lightspeed. Customer agrees (and shall ensure that its Users agree) that use of its Meraki routers shall be governed by the Lightspeed Service Agreement herein and the End-User License Agreement and Product Specific Terms located at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end-user-license-agreement.html> (the "**Cisco Agreements**"). If Customer or its Users breach the Cisco Agreements, Customer shall indemnify, defend and hold harmless Lightspeed and its officers, employees, and agents from and against all Costs arising from the breach.

2.2. In the event Customer's Order Form includes on-site installation and/or remote installation (collectively, the "**Implementation Services**"), Customer understands that such Implementation Services are fixed rate and inclusive of certain defined services. With respect to on-site installation, the quoted price is an estimate based on the estimated labor and materials costs required for the technician to complete installation. Additional fees may apply on a case-by-case basis in order to complete the Implementation Services, including, without limitation: (i) additional Hardware; (ii) cabling labor; (iii) cabling materials; and (iv) the performance of services which deviate from those items explicitly included within the Implementation Services (e.g. performance of certain non-standard menu builds outside of Customer's use of the provided menu template) (the "**Additional Implementation Fees**"). In the event that additional services giving rise to Additional Implementation Fees are required, Lightspeed will provide Customer with a quote on a time and materials basis. It is Customer's responsibility to ensure all site requirements are met in order to prevent cancellation of Customer's scheduled Implementation Services. In the event that any Implementation Services are cancelled by Customer for any reason with less than forty-eight (48) hours' prior written notice, Lightspeed will assess, and Customer agrees to pay, a cancellation fee on a per-cancelled-event.

2.3. If at any point during the Term Customer processes payments using a Third-Party Services provider of payment processing, Customer will be assessed a Fee in the amount of \$/€/CHF 99.00 per month for each month in which Customer processes a transaction through such Third-Party Services provider (the "**Gateway Fees**").

2.4. Notwithstanding anything to the contrary in Section 5 of this Agreement, (i) Fees attributable to recurring subscription services are paid in advance on a monthly basis, and Fees attributable to non-recurring services and Hardware shall be paid upon Customer's execution of an Order Form referencing such non-recurring services or upon receipt of an invoice; and (ii) Customer authorizes Lightspeed to charge any credit card and/or bank account provided by Customer for all amounts arising under this Agreement.

Actual Human-Readable Language

Meraki routers require the payment of an annual license fee. Your initial purchase of a Meraki router includes a license for the first year; however, you are responsible for paying the license fee on an annual basis thereafter.

Implementation Services include the performance of certain services, and any deviations may result in additional Fees, which will be quoted to you on a time and materials basis.

Your (and your Users') use of the Meraki routers is governed by the Cisco Agreements. You must comply with the Cisco Agreements at all times, and make sure that your Users comply with them too. If you or your Users breach the Cisco Agreements, you agree to reimburse us for any damages we've suffered.

You must ensure that all site requirements are met prior to the performance of Implementation Services. To the extent you cancel scheduled Implementation Services with less than 48 hours' prior written notice, you will be responsible for paying a cancellation fee.

3. Hardware

3.1. If Customer agrees to purchase point-of-sale equipment and supplies ("**Hardware**"), Customer shall pay the purchase price set forth in the Order Form, including shipping/handling fees, duties, brokerage fees, and any applicable sales, use, harmonized, valued-added or similar taxes. Hardware is subject to availability and will be shipped to Customer upon due receipt of payment. Lightspeed may fulfill a Hardware purchase

order by shipping to Customer an equivalent Hardware product with same functionality. All sales of Hardware are final. Customer must verify no later than five (5) business days from receipt of Hardware that shipment was accurate and complete, failing which the Product warranty under this section will be inapplicable.

3.2. In addition to any applicable manufacturer's warranty, Lightspeed warrants to Customer that new Hardware will be free from defects in workmanship and materials for thirty (30) days from the date that Hardware was shipped to Customer as original end-user ("**Warranty Period**"). This Limited Warranty is not transferable. During the Warranty Period, Lightspeed may, at its sole option, repair or replace Hardware without charge for either labor or parts. If Lightspeed is unable to repair or replace the Hardware, Lightspeed agrees to refund Customer the net purchase price paid by Customer for the affected Hardware. Hardware must be returned in good condition in the original packaging and include all related components. Charges for returning Hardware shall be for Customer's account. A restocking fee may also apply. Following expiration of the Warranty Period, Customer must contact manufacturer for any repairs or replacement and adhere to manufacturer's merchandise return procedures. The manufacturer's warranty and contact information are included with the Hardware. Lightspeed's Limited Warranty does not apply: (i) to normal wear and tear; (ii) if the Hardware is opened, tampered with or repaired by someone not authorized by Lightspeed; (iii) to any damage attributable to misuse, moisture or liquids, accident, abuse, neglect or misapplication; (iv) to physical damage to the surface of Hardware, such as scratches, dents or other cosmetic changes; or (v) if used with products or services not provided or licensed by Lightspeed.

3.3. Lightspeed may provide Customer with occasional help and guidance with regard to Customer's network installation and setup, however, Customer remains at all times responsible for its own network.

3.4. REPAIR OR REPLACEMENT ARE THE EXCLUSIVE REMEDY PROVIDED IN CONNECTION WITH THE PURCHASE BY CUSTOMER OF THE HARDWARE. LIGHTSPEED, ON BEHALF OF ITSELF, ITS RESELLERS AND DISTRIBUTORS, HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND/OR FITNESS FOR PURPOSE.

Actual Human-Readable Language

As part of your Order Form, you might choose to buy Hardware. We will ship the Hardware to you once we've received your payment, and you will have five (5) business days to validate the shipment.

When you buy Hardware from us, you'll benefit from the applicable manufacturer's warranty. Additionally, Lightspeed will warrant that your Hardware will be free from defects for thirty (30) days following the shipment date. This warranty does not cover normal wear and tear and any defects attributable to you, such as moisture or physical damage.

At your request, we might help you with your network installation and setup, but we are not responsible for any issues that occur during such action.

Other than the limited warranty described above, Lightspeed provides no other warranty. If you discover a defect in the Hardware during the warranty period, Lightspeed's only obligation is to repair or replace the defective piece of Hardware.

4. Lightspeed Payments

Lightspeed Payments is a separate payment processing service governed by a different set of agreements, including those of third-party payments processors. To the extent applicable, these agreements are referenced in the Order Form and the online merchant application. By submitting a merchant application, Customer has been presented with, and consented to, these separate terms and conditions.

Actual Human-Readable Language

Lightspeed Payments is a separate payment processing service not governed by this Agreement. If you submit a merchant application, you are subject to Lightspeed Payments agreements. Please consult the agreements mentioned in your Order Form and merchant application.

5. API Access

To the extent Customer's Order Form includes access to Lightspeed's application programming interfaces (the "**Lightspeed APIs**"), Customer's access to and use of the Lightspeed APIs is governed by the Lightspeed API License Agreement located at <https://developers.lightspeedhq.com/terms> (the "**API Agreement**"), the terms of which are incorporated herein by reference. Customer acknowledges that the API Agreement provides Lightspeed with the latitude to limit or revoke Customer's access to the Lightspeed APIs at any time in its sole discretion. Customer may engage a third-party developer to integrate into the Lightspeed APIs on Customer's behalf, provided such third-party developer first enters into the API Agreement with Lightspeed and Lightspeed approves such third-party developer's access in its sole discretion. To the extent Customer engages such a third-party developer, Customer shall be liable for the acts and omissions of such third-party developer to the same extent Customer would be liable under the API Agreement if such acts and omissions were those of Customer.

Actual Human-Readable Language

If your Order Form includes access to Lightspeed's APIs, the parties' rights and obligations with respect to the Lightspeed APIs will be governed by the API Agreement. You may engage third-party developers to integrate into the Lightspeed APIs on your behalf; however, you will be responsible for any activity performed by them on your behalf.

6. Shipping Labels

6.1. If Customer chooses to use Lightspeed's shipping labels feature, Lightspeed and any designated third parties will serve only as an intermediary between Customer and the shipping carrier (e.g., USPS), allowing Customer to purchase postage and print shipping labels. While Lightspeed will facilitate the purchase and production of shipping labels, Customer is responsible for shipping to its clients. Lightspeed is not responsible for picking up, transporting, delivering or otherwise dealing with any shipments.

6.2. Customer's use of postage is subject to, and each Customer is responsible for compliance with, all applicable carrier rules and all local and international shipping and customs regulations, charges, taxes and duties. If any such charges become due and are charged to Lightspeed by any competent authority as a result of Customer's use of Lightspeed shipping labels feature, Customer agrees to reimburse Lightspeed fully in respect of the same within 7 days of demand.

6.3. Customer must maintain a valid payment method on file to use the shipping labels feature, and Customer authorizes Lightspeed to charge such payment method for any fees incurred in relation to the shipping labels feature. If payment is declined, or if Lightspeed is otherwise not able to collect payment, Customer will not be able to purchase any subsequent postage until such fees are paid.

6.4. Customer acknowledges and agrees that use of Lightspeed's shipping labels feature, including information transmitted to or stored by Lightspeed, is governed by Lightspeed's Privacy Policy. At the same time, any chosen shipping carrier will apply their own privacy policy to the information processed by that carrier.

Actual Human-Readable Language

Certain Products may include functionality which allows you to contract with a shipping company directly using the Product. If you choose to use this service, you recognise that the shipping company, not Lightspeed, provides the shipping services.

By contracting with the shipping company through the Product you agree to be bound by the terms of that shipping company as well as all other laws and rules that will be applicable to your shipment.

III. Governing Law and Contracting Entity

Depending on the Products you have subscribed to and your location, you may be contracting with Lightspeed Commerce Inc. or one of our affiliates. Please consult the table below to understand with which entity you are contracting, as well as the governing law applicable to this Agreement.

Product	Location	Contracting Entity	Governing Law	Venue
Lightspeed Retail POS (X-Series)	Worldwide	Vend Limited	New Zealand	Auckland
Lightspeed Retail POS (R-Series)	Europe	Lightspeed Netherlands B.V.	The Netherlands	Amsterdam
	Rest of World	Lightspeed Commerce Inc.	Quebec, Canada	Montreal
Lightspeed eCom (C-Series)	Europe	Lightspeed Netherlands B.V.	The Netherlands	Amsterdam
	Rest of World	Lightspeed Commerce Inc.	Quebec, Canada	Montreal

Lightspeed eCom (E-Series)	Worldwide	Ecwid, Inc.	Delaware, USA	Delaware
Lightspeed Restaurant POS (K-Series) / Lightspeed Restaurant POS (L-Series)	Europe	Lightspeed Netherlands B.V.	The Netherlands	Amsterdam
	Rest of World	Lightspeed Commerce Inc.	Quebec, Canada	Montreal
Lightspeed Restaurant POS (G-Series)	Worldwide	Lightspeed POS Germany GmbH	The Netherlands	Amsterdam
Lightspeed Restaurant POS (O-Series)	Worldwide	Kounta Pty Limited (ACN 160 947 384)	New South Wales, Australia	Sydney
Lightspeed Restaurant POS (U-Series)	Worldwide	Upserve Inc.	Rhode Island, USA	Providence
	Europe	Lightspeed Netherlands B.V.	The Netherlands	Amsterdam
Lightspeed Golf	Rest of World	Lightspeed Commerce Inc.	Quebec, Canada	Montreal