

VeriFone, Inc.

Standard Terms and Conditions Canada

VeriFone, Inc. (“**Verifone**”) and the party placing the order with Verifone (“**You**”) agree that the standard terms and conditions contained herein (this “**Agreement**”) shall govern all purchase orders which are submitted by You for Verifone products (the “**Products**”) for the Canadian market, and accepted by Verifone, and shall supersede any and all other terms and conditions (including those contained in Your purchase order or purchase order acknowledgment) unless mutually agreed upon in writing. Verifone and You are each referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. PAYMENT TERMS AND CONDITIONS.

(a) Prices. The prices for the Products are those quoted by Verifone to You. Such prices are exclusive of applicable taxes, including without limitation excise, sales, use, GST or other taxes, and therefore are subject to increase in the amount of any such taxes (excluding any tax on Verifone’s net income) that Verifone may be required to collect or pay upon the sale or delivery of the Products.

(b) Changes. Verifone may modify its price quote at any time, including changes to the Products or their corresponding prices; provided that only purchase orders placed after the effective date of such change shall be affected.

(c) Delivery. Delivery shall be as mutually agreed between the Parties and indicated on the face of the purchase order. If no term is indicated on the face of the purchase order, the delivery term shall be FCA (Incoterms 2010) Verifone’s designated facility.

(d) Payment. Verifone shall be entitled to invoice You at the time of each shipment of Products to You. Except as may be specifically authorized in writing by Verifone, and subject to Verifone’s continuing approval of Your credit status and financial condition, payment terms for all invoiced amounts shall be thirty (30) days from the date of invoice. Verifone, in its sole discretion, reserves the right to specify, and to change from time to time, Your credit line and payment terms. All payments are to be made in U.S. dollars, or in other applicable currency as quoted. You shall make all payments due without regard to whether You have made or may make any inspection of the Products delivered to You. Any invoiced amount which is not paid when due shall bear a late fee at the rate of eighteen percent (18%) per annum or the maximum rate permitted by applicable law, whichever is less. If You fail to pay any invoiced amount when due, or if for any other reason Verifone is not satisfied with Your credit-worthiness, then Verifone shall be entitled to withhold shipments (and the provision of any services) until You reestablish Your credit to Verifone’s satisfaction. You shall pay Verifone any actual additional expenses incurred by Verifone in collection efforts, including attorneys fees. If You are paying for the Products through a third party, this Section 1(d) shall not apply to You; You are responsible for paying for the Products through such third party.

(e) Title, Risk of Loss. Title and risk of loss to the Products passes from Verifone to You upon the Products being made available to a common carrier or Your designee at Verifone’s designated facility.

(f) Related Services. Services relating to Your purchase of the Products may be included on Your purchase order, including without limitation deployment services, priority exchange services, on-site installation services or on-site maintenance services. You agree that, in the absence of a separate written agreement covering such services, such services shall be covered by the provisions of this Agreement, including without limitation Section 4 below. The prices for such services are quoted separately from the Product prices.

2. WARRANTY; DISCLAIMER.

(a) Standard Warranty Terms. Verifone’s standard warranty terms for the Products are attached hereto (the “**Warranty Terms**”). Please note that different Warranty Terms apply to different products, as set forth in the Warranty Terms. All references to “Customer” in the Warranty Terms shall be deemed to refer to You.

(b) DISCLAIMER. THE EXPRESS WARRANTIES OF VERIFONE STATED IN THE WARRANTY TERMS ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR

STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS OBLIGATIONS OF VERIFONE STATED IN THE WARRANTY TERMS ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF VERIFONE ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE PRODUCTS. REPAIR OR REPLACEMENT (AT VERIFONE’S OPTION) IS YOUR SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS OR INJURY.

3. LICENSES.

(a) Ownership. Notwithstanding Section 1(c) above, You acknowledge that the Products contain proprietary electronics, software and technical information of Verifone or its licensor and that ownership of all patents, copyrights, mask work rights, trademarks, trade names and other intellectual property rights relating to or residing in the Products shall remain with Verifone or its licensor.

(b) License for Software and Documentation. Without limiting the generality of Section 3(a) above, with regard to any software provided by Verifone at any time (whether contained in a Product, provided on a diskette or other media, downloaded remotely or otherwise transferred) (collectively, the “**Software**”) and in any documentation, the terms “sell” and “buy,” and similar terms, as used in this Agreement shall mean the grant to You of a non-exclusive, non-transferable limited license (1) to use such Software (in object code form only) and/or such documentation together with the Product provided by Verifone in Canada, for the sole purpose of using such Product, subject to the provisions in any separate license agreement or other document (relating to such Software and/or documentation) supplied by Verifone to You, and (2) in connection with any resale of the Product provided by Verifone, to grant to the first purchaser thereof a sublicense to use such Software (in object code form only) and/or documentation solely as provided in the foregoing clause “(1)” (subject to the restrictions imposed in Section 3(c) below). Certain Software may be subject to the payment of license fees, as set in Verifone’s project quote or as otherwise agreed by the Parties. Certain Software may have different license rights as set forth in Verifone’s project quote or as otherwise agreed by the Parties; in such event such license terms shall apply with respect to such Software, in lieu of this Section 3(b). For clarity, Software licenses cannot be transferred by You from one Product to another Product; the license granted herein is Product specific (tied to the specific Product serial number).

(c) Further Restrictions. You shall not reverse engineer, decompile, disassemble, translate, modify, alter or create any derivative works based upon the Software, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Software, without Verifone’s prior express written consent.

(d) Trademarks. You shall not remove from the Products or Software (or their packaging or documentation), or alter, any of Verifone’s trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Products or Software (or their packaging or documentation), without Verifone’s prior express written consent.

4. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT TO THE EXTENT PROHIBITED BY LAW:

(a) VERIFONE SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER ENTITY OR PERSON FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM USE OR MALFUNCTION OF THE PRODUCTS, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS OR REVENUE, CHARGE-BACKS, EQUIPMENT OR SOFTWARE ACQUIRED BY YOU OR YOUR SUBCONTRACTORS OR AGENTS IN ORDER TO EFFECTUATE THIS AGREEMENT, LOSS OF GOODWILL OR SAVINGS, DOWNTIME, OR DAMAGE TO, LOSS OF OR REPLACEMENT OF DATA OR TRANSACTIONS, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES) RELATING IN ANY MANNER TO THIS AGREEMENT OR THE PRODUCTS, SOFTWARE

OR SERVICES (WHETHER ARISING FROM CLAIMS BASED IN WARRANTY, CONTRACT, TORT OR OTHERWISE), EVEN IF VERIFONE IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN ANY EVENT, VERIFONE'S ENTIRE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS, SOFTWARE AND THE SERVICES SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS ACTUALLY PAID TO VERIFONE FOR THE PRODUCTS, SOFTWARE OR SERVICES GIVING RISE TO SUCH LIABILITY DURING THE SIX (6) MONTHS PRIOR TO THE CLAIM ARISING. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. THIS LIMITATION SHALL NOT APPLY TO LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY VERIFONE'S NEGLIGENCE OR INTENTIONAL MISCONDUCT.

(c) No action, regardless of form, arising out of or in connection with this Agreement may be brought by either Party more than one (1) year after the first day that the cause of action first occurred, except for an action for nonpayment for the Products and services hereunder.

5. COMPLIANCE.

(a) Canada Only. You acknowledge that the Products and Software are designed for use in Canada only and are subject to the export control laws of the United States and Canada. Accordingly, if You resell the Products, You shall resell the Products and the applicable Software only to customers which intend to use such Products and Software in Canada. You shall not export or otherwise ship the Products or Software outside of Canada.

(b) Compliance with Law. You shall comply with all applicable laws, rules, and regulations in connection with this Agreement, the operation of Your business, and Your use of the Products and any services provided hereunder; such obligation shall include Your compliance with export control laws, and all applicable anti-corruption and anti-bribery laws, rules, and regulations. You acknowledge that Verifone does not assume responsibility for Your compliance with laws applicable to Your operation of Your business or Your environment.

(c) Non-Compliance. You agree that if Verifone reasonably believes that You are in breach of this Section 5, that alone shall be sufficient grounds for further action by Verifone, including, without limitation, cancellation of any orders or denial of future business, without any liability or obligation to You. In addition, You hereby indemnify Verifone and its affiliates, directors, officers and employees for all costs, expenses, damages, claims, charges, penalties, fines and other losses that arise in connection with any breach by You or Your officers, directors, employees or agents of the terms and conditions contained in this Section 5.

6. GOVERNING LAW; DISPUTE RESOLUTION.

(a) Governing Law. This Agreement and the rights of the Parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of New York, exclusive of conflict or choice-of-law rules, and the parties hereby consent to the personal and exclusive jurisdiction and venue of the state and federal courts in the New York County, New York State. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. To the extent applicable, in the event of any lawsuit between the Parties arising out of or related to this Agreement, the Parties agree to prepare and to timely file in the applicable court a mutual consent to waive any statutory or other requirements for a trial by jury. The rights and obligations of the Parties under this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

(b) Arbitration of Disputes. Notwithstanding anything herein to the contrary, except with respect to enforcing claims for injunctive or equitable relief, any dispute, claim, or controversy arising out of or relating in any way to this Agreement or the interpretation, application, enforcement, breach, termination, or validity thereof (including any claim of inducement of this Agreement by fraud and including determination of the scope or applicability of this agreement to arbitrate) or its subject matter (collectively, "**Disputes**") shall be determined by binding arbitration before one arbitrator. YOU MAY NOT PURSUE ANY CLAIM AGAINST VERIFONE AS A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION MUST BE BROUGHT ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. The arbitration shall be administered by JAMS conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the date You place Your initial purchase order for the Products, including Rules 16.1 and 16.2 of those Rules. The arbitration shall be held in New York, New York, and it shall be conducted in the English language. The Parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitrator shall have authority to award compensatory damages only and is not empowered to award any punitive, exemplary, or multiple damages, and the parties waive any right to recover any such damages. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding anything to the contrary in this Agreement, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). Each Party shall be responsible for its respective fees, including attorney's and expert's fees, in pursuing or defending a claim hereunder. Judgment on any award in arbitration may be entered in any court having jurisdiction. Notwithstanding the above, each Party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief. Nothing herein shall preclude either Party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

7. **GENERAL**. Except as otherwise set forth herein, no amendment or waiver of this Agreement will be binding unless it has been agreed to in writing by both Parties. In its performance of this Agreement, Verifone shall act in the capacity of an independent contractor and not as Your employee or agent. You may not assign this Agreement, in whole or in part, without Verifone's prior written consent. Subject to the preceding sentence, this Agreement shall bind You and Your permitted successors and assigns. Verifone may assign this Agreement, or any of its rights or obligations hereunder, in its sole discretion. Verifone may delegate or subcontract its obligations hereunder; provided that in such event, Verifone shall at all times remain responsible for the performance of such obligations by any such subcontractors. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties agree that the court should endeavor to give the maximum effect to the Parties' intentions as reflected in such provision, and that the other provisions of the Agreement shall remain in full force and effect. Verifone shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, shortages of fuel, energy, labor or materials, transportation delays, electrical or communication infrastructure failures or disturbances, fires, floods, labor disturbances, riots or wars. In the event that You (or Your designated agent) purchase a Verifone service or solution from Verifone for use with the Products (including without limitation the Verifone Connect solution) other than as contemplated under Section 1(f) above, or that are not provided for under a separate agreement entered into by the Parties in writing, such purchase shall be governed by the Standard Terms and Conditions for Verifone Services and Solutions (United States and Canada), which are available at <https://www.verifone.com/legal>, and which are subject to change from time to time.

VERIFONE, INC.
STANDARD LIMITED WARRANTY, CANADA
ALL PRODUCTS

1. These warranty terms apply to all Verifone-branded products for the Canadian market. The products covered hereunder are referred to herein as “**Products**.”
2. The Product warranty periods are as set forth in the table below. Verifone reserves the right to change these warranty terms, including the warranty period for a specific Product. Any change to the warranty terms shall be effective only for purchase orders placed after the date of such change. The current version of these warranty terms can be found at <http://verifone.com/terms>. (Please select the applicable Verifone entity as directed on the Verifone site.) Customer is responsible for checking the Verifone site prior to placing its Product order to confirm the then applicable warranty terms (including the warranty period).
3. Verifone warrants that, for the warranty period for a Product: (a) all components of such Product, except software components, shall be free from faulty workmanship and defective materials, and (b) all software components of such Product shall substantially conform to the written documentation designated by Verifone for use with such software components.
4. During the warranty period for a Product, Verifone shall repair or replace such Product if it is in breach of the warranty in Section 3 above, subject to the following:
 - (a) Customer must return the defective Product to Verifone, at Customer’s expense, in accordance with the MRA return process set forth below (the “**MRA Process**”). Verifone shall have no obligation to Customer under the warranty in Section 3 above if Customer fails to return the Product to Verifone in accordance with the MRA Process.
 - (b) Subject to Customer’s compliance with the MRA Process, upon Verifone’s receipt of the Product, Verifone will: (1) in Verifone’s sole discretion, repair or replace such Product, and (2) ship such Product to return it to the Canadian location designated by Customer pursuant to the MRA Process. Verifone will ship the repaired or replacement Product back to such location, at Verifone’s expense. For avoidance of doubt, Verifone will not return ship Product to any location outside of Canada. Verifone shall use commercially reasonable efforts to ship the repaired or replacement Product back to such location within 7-10 business days of receipt (excluding bulk returns or special projects). This turn-around time may vary, including due to parts availability, volume of returns and force majeure events.
 - (c) Repair or replacement of a Product does not extend the warranty period for such Product.
 - (d) When a Product is replaced, the replacement Product becomes Customer’s property and the replaced Product becomes Verifone’s property.
 - (e) The warranty in Section 3 above does not cover provision of a replacement Product to Customer while Customer’s Product is being repaired under warranty. If Customer wishes to use a replacement Product while Customer’s Product is being repaired, Customer will need to purchase such replacement Product from Verifone, or a Verifone reseller.
5. Verifone is not liable for, and the warranty in Section 3 above does not apply to, Product defects resulting from (a) improper or inadequate installation or maintenance (other than by Verifone), including without limitation failure to install the Product in accordance with Verifone’s installation guide; (b) Customer or third party supplied software, products, interfaces or supplies; (c) improper testing, use or operation by Customer or a third party; (d) any loss or damage in transit; (e) any misuse, abuse, negligence, accident or liquid spillage (other than while the Product is in Verifone’s possession), or any acts of nature such as flood or lightning damage (each, an “**Out of Scope Condition**”); or (f) any failure of electrical power, air conditioning or humidity control (other than while the Product is in Verifone’s possession). In the event Customer returns a Product to Verifone under the MRA Process and Verifone determines that such Product is defective due to an Out of Scope Condition, Customer may elect to have Verifone repair such Product, scrap such Product or return such Product to Customer. Verifone shall charge Customer Verifone’s then current fee for the option selected by Customer.
6. In the event that Verifone determines that any Product returned by Customer under the warranty in Section 3 above is not defective in workmanship or materials (i.e., there is no trouble found (“**NTF**”)), Verifone shall clean and test such Product and ship such Product back to the location designated by Customer pursuant to the MRA Process, at Verifone’s expense. However, in the event that Customer’s NTF repairs for any Product type exceed ten percent (10%) of all such Products returned by Customer for repair in any quarterly period, Verifone may charge Customer Verifone’s then current fee for Clean and Test services, plus shipping, on all such Products returned for repair in excess of such percentage.
7. THE WARRANTY IN SECTION 3 ABOVE (I) DOES NOT APPLY TO PRODUCTS NOT MANUFACTURED BY VERIFONE OR TO CONSUMABLE ITEMS, AND DOES NOT APPLY TO PRODUCTS, OR COMPONENTS THEREOF WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED OR SERVICED IN ANY RESPECT EXCEPT BY VERIFONE; (II) APPLIES ONLY TO PRODUCTS SOLD AND USED IN CANADA (IT BEING ACKNOWLEDGED THAT THE PRODUCTS ARE DESIGNED FOR USE IN CANADA ONLY, AND USE OUTSIDE CANADA SHALL VOID ALL WARRANTIES); AND (III) IS EXCLUSIVE AND NO OTHER WARRANTY OR CONDITION, WHETHER WRITTEN, ORAL OR STATUTORY, IS EXPRESSED OR IMPLIED. VERIFONE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. VERIFONE DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCT (INCLUDING ANY SOFTWARE COMPONENT THEREOF) WILL BE UNINTERRUPTED OR ERROR FREE. NOTHING IN ANY DOCUMENTATION DESIGNATED BY VERIFONE UNDER SECTION 3 ABOVE FOR ANY SOFTWARE COMPONENT SHALL BE DEEMED TO EXTEND OR OTHERWISE MODIFY THE ABOVE WARRANTY OR THESE WARRANTY TERMS, INCLUDING WITHOUT LIMITATION THE WARRANTY PERIODS SET FORTH BELOW. IN THE EVENT OF ANY CONFLICT BETWEEN THESE WARRANTY TERMS AND ANY SUCH DOCUMENTATION, THESE WARRANTY TERMS SHALL CONTROL.

8. IN ADDITION, THE WARRANTY IN SECTION 3 ABOVE IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF VERIFONE, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE PRODUCTS, AND REPAIR OR REPLACEMENT (AT VERIFONE'S OPTION) IS CUSTOMER'S SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS OR INJURY.

Warranty Periods for Products:

Product	Standard Warranty Period
MX8XX, MX9xx and M400	36 months from original ship date from Verifone
All other Products	13 months from original ship date from Verifone

Original Ship Date: If Customer has purchased the Products from a party other than Verifone, Customer is responsible for confirming with such party the original ship date from Verifone.

Extended Warranty: Customer may purchase an extension of the warranty period for certain Products, for Verifone's standard extended warranty fees. Customer must purchase such extended warranty at the time of the original Product purchase, unless otherwise agreed with Verifone. Customer may purchase such extended warranty directly from Verifone or through a Verifone reseller. Extended warranty does not apply to battery packs. If you are interested in such services, please contact your Verifone sales representative or reseller.

Cables: Cables are not covered under the warranty set forth in Section 3 above.

MRA Return Process - How to Return a Product for Warranty Repair:

- o Customer must obtain a material return authorization ("MRA") from Verifone during the warranty period via Verifone's client portal as set forth below in order to return a Product to Verifone.
 - o For Customers who have been set up, and have credit terms, with Verifone: <http://premier.verifone.com/verifone/vfi/bv/customerHome.do>
 - o For all other Customers: <http://premier.verifone.com/verifone/merchant/home.do#>
- o In the event Verifone's client portal is not available, Customer must obtain the MRA by emailing Verifone at I_mra_help@verifone.com or calling Verifone at 800-834-9133.
- o Customer must provide Verifone the serial number of the unit needing repair and the return ship to information in order to obtain the MRA. If Customer emails Verifone, it must also provide Verifone with a description of the repair issue and the address to which Verifone should return the repaired or replacement Product.
- o Once the Customer has received the MRA, Customer must return the Product to Verifone such that Verifone receives the Product during the warranty period or within ten (10) days after the end of the warranty period for such Product. Customer must include the MRA with the Product when it returns the Product to Verifone.
- o Customer must ship the defective Product to Verifone's current warranty service provider, at the address set forth in the MRA.