



Licensing Agreement

We have written this Licensing Agreement (“Agreement”) to the best of our ability in plain language because we want you to fully understand its terms. We use the words “you” and “your” to mean the end user, and the words “we”, “us”, and “our” to refer to the Vendor and its designees, successors and assigns. Please carefully read all pages of this Agreement for all the Terms and Conditions of this Agreement, and feel free to contact us at www.paradisepos.com with any questions you may have. By downloading or using any software and/or application provided to you (collectively, “Software”), provided by Paradise POS or any of our affiliates (“Paradise POS”), you acknowledge and agree that you have read and understand this entire Agreement, you understand that you are bound by the terms of this Agreement, and you may receive updates to the software with or without notice to you. If you do not agree to the foregoing, you agree that you do not have a license to, and you will not use, the Software.

- AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF PAYMENTS. You authorize us to automatically withdraw \$49.99 per month for each copy of the software you utilize for as long as you utilize the Software, with a maximum payment of \$249.95 per month per business location (“Monthly Fees”).** These payments will be withdrawn beginning at the time you place the order. The payment made will be for the following month of service. This payment is in addition to any payment made to a lease company or cash payments made for equipment. You also authorize us to automatically withdraw any other amounts due, hereinafter imposed, or otherwise owed in conjunction with this Agreement, including applicable taxes by initiating via the Automatic Clearing House (ACH) system debit entries to your account we have on file or such other bank or financial institution that you may provide us with from time to time (“Account”). You acknowledge that your Account is established for business purposes only and not for personal, family, or household purposes. In the event of a default of your obligations hereunder, you authorize us to debit your Account for the full amount due under the Agreement as provided by Section 9 of this Agreement without any further notice. You understand that the foregoing authorization is a fundamental condition to induce us to accept this Agreement. Consequently, such authorization is intended to be irrevocable. In the event that you purport to terminate such authorization, we, in our sole discretion, may invoice you for payments due under this Agreement and impose and \$10.00 per month processing fee for such invoices. In the event this Agreement is subsequent to one you have already signed with us, all of the terms and conditions of this Agreement will supercede the previous Agreement except in regards to pricing. The pricing terms of this Agreement are in addition to any pricing terms previously agreed upon. In all other aspects, this Agreement replaces the original Agreement.

2. **NO TRIAL PERIOD AND EQUIPMENT.** You understand that there is no trial period. The Software is licensed to you and you will begin paying the monthly fees stated in Section 1 of this Agreement. YOU UNDERSTAND THAT THE PURCHASE OF ANY EQUIPMENT FROM PARADISE POS RELATED TO THIS AGREEMENT IS FINAL. NO REFUNDS OR EXCHANGES WILL BE GIVEN UNDER ANY CONDITION.
3. **PERMITTED USE/RESTRICTIONS.** You understand that the Software is licensed, not sold or given, to you by Paradise POS for use only under the terms of this Agreement and all rights not specifically granted to you herein are reserved to us. You have no ownership rights to the Software. We reserve the right to change the terms of this Agreement in our sole and absolute discretion. Your use of the Software after changes are made means that you agree to be bound by such changes. As such, you should review the new Agreement periodically.
4. **WARRANTIES.** ALL EQUIPMENT PURCHASED FROM PARADISE POS RELATED TO THIS AGREEMENT COMES WITH A WARRANTY FROM THE MANUFACTURER. THIS WARRANTY ONLY COVERS MANUFACTURER DEFECT AND DOES NOT COVER ANY ABUSE, TOTAL LOSS, OR MISUSE OF THE PRODUCT. WE HEREBY RESERVE THE RIGHT TO MAKE THIS DETERMINATION AT OUR SOLE AND ABSOLUTE DISCRETION. YOU AGREE THAT OUR DETERMINATION IS ACCEPTABLE TO YOU AND YOU AGREE ALL EQUIPMENT WILL ONLY BE REPLACED ONE TIME PER PIECE OF EQUIPMENT. YOU UNDERSTAND THAT YOU WILL BE RESPONSIBLE FOR PAYING FOR ANY REPLACEMENT OF EQUIPMENT NOT COVERED BY THE MANUFACTURER AT A PRICE WE DETERMINE TO BE FAIR AT THAT TIME.
5. **INDEMNITY.** You shall and do hereby agree to indemnify and save us, our agents, servants, successors and assigns harmless from any and all liability, damage or loss, including reasonable attorney's fees, arising out of the ownership, selection, possession, leasing, operation, control, use, condition (including but not limited to latent and other defects, whether or not discoverable by you), maintenance, delivery and return of the Software or any Equipment purchased from us. This includes, but is not limited to any chargebacks, data breaches, fines or suits of any kind. It is your responsibility to ensure the security of your local network and any products you purchase from us are only meant to assist you in preventing an incident, not a guarantee that one will not occur.
6. **EXCLUSIVE MERCHANT SERVICES.** You agree that during the term of this Agreement, and any renewal term that you shall enter into a Merchant Processing Agreement with us or the licensed distributor that initially sold you the product and exclusively process credit/debit/gift card transactions with a provider of our approval.
7. **EVENT OF DEFAULT.** If any one of the following events (each a "Default") shall occur, then to the extent permitted by applicable law, we shall have the right to exercise any one or more remedies set forth in Section 8 below: (a) you fail to pay any payment due under this Agreement; (b) you fail to perform or comply with any of the other terms, covenants, or conditions of this Agreement.
8. **REMEDIES.** If a Default occurs, we may do any or all of the following at our option: (a) terminate this Agreement; (b) declare immediately due and payable and recover from you, an amount equal to the Monthly Fees times 36 months, late charges, collection costs, and interest; (c) repossess or render unusable any Equipment wherever located, without demand or notice, without any court order or other process of law and without liability to you for any damages occasioned by such action. (d) proceed with court procedures against you to determine damages. All rights and remedies set forth above are cumulative and may be enforced concurrently. Any delay or failure to enforce our rights hereunder does not prevent us from enforcing any rights at a later time.
9. **LATE PAYMENTS AND COLLECTION COSTS.** Whenever you do not make any payment in full when due under this Agreement, you agree to pay us, as a late fee, an amount equal to fifteen percent (15%) of the full scheduled payment and only to the extent allowed by law. Such amount shall be payable in addition to all amounts payable by you as a result of our exercise of any of the remedies herein provided. In addition, you will pay us all our out-of-pocket costs relating to or resulting from the collection of the late payment including a processing charge of \$20.00 for each returned check, rejected ACH charge or returned credit card charge; and all

reasonable collection costs we incur. Payments shall first be applied to late fees and processing charges and then to Agreement obligations.

10. **NETWORK AND SYSTEM FUNCTIONALITY.** You understand it is your responsibility to ensure all networks at your place of business are capable of allowing the system to function properly. Should the network not be up to our standards, you agree to make whatever changes necessary to allow the system to operate properly. Any costs incurred to do this are at your expense. Any shortcomings in your network are not our responsibility and the systems lack of functionality due to issues with your network will not be justification for any cancellation, refunds, or reimbursements of any kind. You acknowledge this is your responsibility and agree to take whatever steps necessary in order to resolve any issues.
11. **INTELLECTUAL PROPERTY AND USER INFORMATION.** You hereby agree that all aspects of the Software's functionality, source code, procedures, technology, methodology and all data gained through the use of the system belongs to Secure Payment Solutions, Inc. No alterations will be made in any way to the system that are not authorized by Secure Payment Solutions, Inc. in writing. You will prevent anyone having access to the system from reverse-engineering or copying the software in any way. Any information or data obtained from the use of the system may be retained by Secure Payment Solutions, Inc. and may be assigned as above as we see fit in our absolute and sole discretion.
12. **GOVERNING LAW; CHOICE OF FORUM FOR RESOLUTION OF DISPUTES:** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CONFLICT OF LAW, RULES OR PRINCIPLES THEREOF. ALL ACTIONS, PROCEEDINGS OR LITIGATION BROUGHT BY US, YOU OR ANY OTHER PARTY ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE INSTITUTED AND PROSECUTED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN THE STATE OF TEXAS IN THE COUNTY OF SMITH NOTWITHSTANDING THAT OTHER COURTS MAY HAVE JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER. You agree that any summons and/or complaint or other process to commence any litigation by us may be properly served, if mailed by certified mail, with delivery to you at your address as set forth herein or at such other address that you provide us in writing from time-to-time.
13. **ABILITY TO OPT OUT.** You may cancel use of the Software at any time. No refunds will be issued for any fees paid to Paradise POS for either the Software or equipment purchased. Any equipment or monies not paid in full, including equipment placed free of charge by us, must be returned or paid in full prior to our closing your account.
14. **SEVERABILITY:** We and you intend this Agreement to be a valid and subsisting legal instrument, and agree that any provision of this Agreement which may be deemed unenforceable shall be modified to the extent necessary to render it enforceable and shall in no way invalidate any other provision or provisions of this Agreement, all of which shall remain in full force and effect. No delay by us in enforcing any rights under this Agreement shall be interpreted as a waiver of such rights.

I have read all 3 pages and agree to all aspects of the Licensing Agreement. Please accept my signature as my understanding of the terms and conditions of the Licensing Agreement and my waiver to dispute any aspect of the Licensing Agreement.

Print Name

Signature & Title