

## **DRB PATHEON® TABLET LICENSE AND SUPPORT AGREEMENT**

This DRB Patheon® Tablet License and Support Agreement (this “**Tablet Agreement**”) is made and entered into upon the parties’ entry into the Order Form/Quote. This Tablet Agreement is by and between DRB Systems, LLC (“**DRB**”) and the Customer named in the Quote/Order Form (hereinafter “**Customer**”). DRB’s Terms and Conditions located at [www.drb.com/legal](http://www.drb.com/legal), as amended from time to time, shall apply. To the extent that the DRB Terms and Conditions conflict with this Tablet Agreement, this Tablet Agreement shall prevail. Now, therefore and in consideration thereof, the sufficiency of which is hereby expressly acknowledged by DRB and Customer, the parties agree to the following:

- 1) **Purpose.** DRB has expanded its Patheon® solution to include a BYOD mobile point of sale (POS) system for use at Customer Sites to facilitate and expedite sales, manage customer accounts, and enhance operational efficiency. This Tablet Agreement provides for the respective duties and obligations of Customer and of DRB for Customer’s use of a BYOD Tablet with Patheon at Customer’s Site(s).
- 2) **Hardware/Customer Site requirements.**
  - a) Hardware: Customer has the responsibility for purchasing and providing a iPad 10<sup>th</sup> Gen+ or iPad Mini 7<sup>th</sup> Gen+ (or a subsequent newly released model or other tablet as approved by DRB) (“**BYOD Tablet**”), at Customer’s expense, for use at Customer’s Site(s) for the above purpose. If necessary, DRB shall supply, and Customer shall purchase from DRB only, the following peripheral devices (or equivalents as determined by DRB): Card Reader (Ingenico Link2500 or Ingenico iSMP4), Access Point (EnGenius EWS850FIT), and a printer (Bixolon SPP-R310 or Bixolon SRP-F310II). DRB will provide the specifications for use of the peripheral devices if required for operation of the system.
  - b) Site: For a Site to qualify, the Site must maintain operational gates, XPTs or a POS systems positioned at the front of the lane(s), and a Card Connect EMV Reader(s)(in addition to the BYOD Device).
- 3) **Software License and related requirements.**
  - a) License terms and requirements. Customer must maintain valid and current license(s) for DRB’s proprietary Patheon® software. For each Tablet placed in service, DRB will grant to Customer 1 (One) limited, nonexclusive, nontransferable, non-sublicensable, and revokable license to run Patheon® Software on Customer’s BYOD Device (one license per device) subject to DRB’s Software Terms available at [DRB - Software Addenda \(v 1 1 24 July 2023\).pdf](#) and its Acceptable Use Policy available at [DRB - Acceptable Use Policy \(31 August 2023\).pdf](#) (including updates, which may occur from time to time).
  - b) BYOD Specific Software terms. BYOD Tablets must meet minimum device, operating system, and browser specifications as provided by DRB (and as updated on a regular basis). As software updates are released, Customer agrees to implement them in a timely fashion. For clarity, BYOD Tablets must meet minimum device, operating system, and browser specifications as provided by DRB to maintain support. DRB does not guarantee support for tablets if the operating system or browser version is more than one Major release behind the current version. Customer agrees to refrain from utilizing BYOD Tablets for any purpose that would interfere with the functionality or security of Patheon.
- 4) **Implementation and Ongoing Support**
  - a) Implementation. Customer may configure the tablet remotely with DRB’s support. If Customer opts to have DRB configure the tablet, DRB may charge an implementation and

initial set up fee. Customer is primarily responsible for maintenance of the Tablets and peripheral devices, along with customary support services from DRB per existing contracts.

- b) Ongoing support. DRB will provide ongoing support to Customers in accordance with standard DRB support hours. Such support includes enabling tablet terminals for additional licenses, relocating terminals from one Site to another, assigning Wi-Fi printers to tablets and assisting Customer with using same, enabling EMV readers via the portal, and configuring EMV readers to the networks and swapping readers as needed.
- c) Customer responsibilities. Customer will be primarily responsible for the following, including but not limited to: connecting tablets to networks, general operating system level set up such as creating browser shortcuts, locking tablets to landscape mode when not in use, and setting security passwords.

**5) Term/Termination.**

- a. Initial and Renewal Terms. This Tablet Agreement shall co-term with the Customer's Order Form/Quote and initial and renewal terms will be governed by those documents.
- b. Termination. DRB may terminate this Tablet Agreement upon the occurrence of any one or more of the following: (a) immediately upon the cessation of Customer's business due to bankruptcy, insolvency proceedings, or otherwise; (b) upon thirty (30) days' written notice if Customer materially breaches this Tablet Agreement or its underlying Patheon license agreement and fails to cure within 15 days; (c) upon sixty (60) days' written notice, without cause. Customer may terminate this Agreement with or without cause upon sixty (60) days' written notice to DRB. In the event Customer opts to terminate this Agreement, Customer shall pay an early termination fee equal to the number of months remaining in Customer's contract.

- 6) **Pricing/Fees.** DRB may charge an implementation fee if Customer opts for DRB to provide initial set up services. Pricing is tiered depending on the number of BYOD Tablets in service with Customer as stated on the Purchase Order or Order Form. Customer agrees to pay the fees in accordance with Customer's underlying Purchase Order/Order Form for Patheon (for example, if Customer pays for Patheon monthly on the 1<sup>st</sup> of each month, Customer will pay the BYOD fees on the 1<sup>st</sup> of each month). All other terms and conditions of Customer's Purchase Order for Patheon shall apply (as to late fees, interest, and other commercial terms as stated on the Purchase Order or as reflected in DRB's Terms and Conditions).

**7) WARRANTY LIMITATIONS.**

- a) HARDWARE.
  - i) **BYOD Tablet.** DRB DOES NOT PROVIDE ANY WARRANTY ON THE BYOD THIRD-PARTY TABLET HARDWARE, AND CUSTOMER ACKNOWLEDGES THAT SAID WARRANTY TERMS ARE GOVERNED BY THE THIRD PARTY. DRB EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
  - ii) **Peripheral Devices.** THE WARRANTY ON THE PERIPHERAL DEVICES (E.G., PRINTERS) IS REFLECTED IN THE ACCOMPANYING DOCUMENTATION BY THE MANUFACTURER, AND DRB PROVIDES NO WARRANTY. DRB EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

- b) SOFTWARE. ALL SOFTWARE OR OTHER SERVICES PROVIDED BY DRB UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. DRB EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 8) **Right to Monitor Compliance.** DRB may remotely monitor Customer's use of the BYOD Tablet(s) to verify Customer's compliance with this Tablet Agreement and the underlying Patheon license agreement, to inform its calculation of Fees payable under this Tablet Agreement, and to assess any potential quality, performance, and security impacts of Customer's use of a BYOD Tablet on Patheon. In the event DRB determines that the number of BYOD devices exceeds the number of licenses, DRB reserves the right to suspend the BYOD devices in excess of the purchased licenses.
- 9) **Modification.** DRB reserves the right to modify the terms of this Agreement upon reasonable notice to Customer.
- 10) **Miscellaneous.** If any part of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed to the extent permitted by law considering the original intent of the parties with respect to such portion, and the rights and obligations of the parties shall be construed and enforced accordingly. In cases of conflict with other Agreements between the parties, this Agreement shall control with respect to the EA program. No prior proposals or oral or written representations supersede this Agreement. No waiver, modification, amendment, consent, assignment, or discharge in connection with this Agreement shall be binding upon either party unless in writing, signed by authorized representatives of both parties. This agreement is not subject to assignment, and any attempted assignment, without express prior written permission, is void. Each signatory to this Agreement represents that it is duly authorized to execute, deliver and perform the terms hereof. Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder will not operate as a waiver. This Agreement shall be governed by and interpreted under the laws of the State of Ohio without reference to that body of law known as conflicts of law.