

SECTION:	Commercial		
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SUBJECT:	Software Key Policy		
DATE:	9/12	SUPERSEDES:	7/09

TITLE: CO8, Software Key Policy

POLICY: Physical or logical software keys are required to operate some Retailix systems in a store. These software keys do not constitute a software license, but are used to enforce proper software licensing. Where software licenses are no longer valid, or in cases where the software keys are replaced by upgraded software keys, the original keys (if hardware keys) must be returned to Retailix.

SCOPE: All Retailix channel partners, Field Sales Personnel, Corporate Credit Managers, Order Entry, Contracts.

PROCEDURES: Regarding Software Keys:

1. Software keys are provided by Retailix to protect the Intellectual Property of ISS45, ScanMaster, PocketOffice, Retailix Store and other software and the licenses thereto.
 - 1.1. These software keys are required to operate the software, and operation of the software without the keys is regarded as *prima-facie* evidence of software piracy.
 - 1.2. The software keys themselves do not constitute a software license, however they are partial evidence of, and provide enforcement for proper software licensing.
2. Retailix will entertain requests for additional keys to be used for channel partner software laboratory, technical support and sales purposes. Such keys will be provided as long-term loans for a nominal initial fee to cover programming, services and shipping.
3. Software keys will be provided by Retailix at no charge when software licenses requiring such keys are purchased. **ANY AND ALL SUCH KEYS REMAIN THE PROPERTY OF RETALIX RETAIL TECHNOLOGIES LLC.**
4. It is the channel partner's responsibility to return software keys to Retailix for any lapsed or expired software licenses, including those described in [CO7](#), for which the channel partner is responsible.
 - 4.1. The channel partner is considered responsible if the channel partner has a current sales or maintenance relationship with the licensee or user on any product, even if the channel partner is using direct Retailix support for some or all aspects of software support and does not have a maintenance



relationship with the licensee or user on the subject software enabled by the software key.

5. Software keys to be returned to Retalix should be addressed to:

Retalix
Attn: Software Key Production
797 Commonwealth Drive
Warrendale, PA 15086

6. Software keys may be upgraded by Retalix to reflect new or upgraded software capabilities and licenses in a store. Such upgrades to existing keys are normally performed via e-mail and executed by Retalix without charge.
7. Occasionally, channel partners or customers may desire to replace an existing key with a new key. Such cases may include changing a parallel HASP key or an original ScanMaster "soft" key or "CrypKey" to a USB HASP.
 - 7.1. In such cases a nominal fee is charged to cover programming, services and shipping on a per-key basis.
 - 7.2. Any original hard software keys must be returned to Retalix Software Key Production in Warrendale (see address above).
 - 7.3. See Section 10 below for additional details on key replacement.
8. Channel partners are responsible for the value of the software licenses enabled by the software keys, and are financially responsible for the price of these licenses if the software keys are not returned when required.
 - 8.1. In general, Retalix will make reasonable efforts with the channel partner for proper return of the software keys. However, Retalix will invoice the channel partner for the full value of such licenses, less channel partner discount, after 90 days if the keys have not been returned.
9. Circumstances where Retalix software is operated without Retalix-supplied software keys, or the proper quantity of such keys, or where it is discovered that the proper function of these software keys has been circumvented, will be treated as *prima-facie* evidence of software fraud which will result in Retalix seeking legal redress and/or the immediate termination of any and all business relationships between Retalix and the channel partner.



- 9.1. Retailix reserves the right to conduct a compliance audit at any time of channel partnerships and/or channel partner customers and stores to ascertain compliance with this policy.
10. When a key is replaced with a new hard key (“HASP”) at the request of a channel partner, a nominal service fee applies which includes:
 - 10.1. Programming of one key
 - 10.2. Shipping the key via FedEx Express Saver or similar service
 - 10.3. Conditions for this replacement include:
 - 10.3.1. The applicable SKIF is required with the order
 - 10.3.2. As always, the key itself remains the property of Retailix
 - 10.3.3. Turnaround from order acceptance to shipment of a replacement key is 3-4 days.
 - 10.3.4. E-mail upgrades are normally 2-3 days from acceptance of order to e-mailing.
 - 10.3.5. Channel partners can expedite shipping if desired – additional shipping costs will apply.

