

GLORY



**UBIQULAR™ MASTER AGREEMENT
PROGRAM TERMS**

UBIQLAR PROGRAM TERMS v2.0

1. DEFINITIONS

1.1. The definitions in this clause apply to these Program Terms.

“**Affiliate**” means, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of any such subsidiary or holding company.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in the Territory when banks in the capital city of such Territory are open for business.

“**Delivery**” means:

- (a) with respect to Limited Use Programs, the date on which the Supplier activates the Program on an Authorised Device; and
- (b) with respect to Perpetual Programs, the date on which the Supplier first provides the Customer with a copy of the Program for installation and use by the Customer.

“**Documentation**” means the Program Specification and such other documentation as may be provided by the Supplier to the Customer from time to time which is identified as “Documentation” for the purposes of this Agreement.

“**Fault**” means any irregular performance of, or defect in or damage to, a Program which prevents it from operating normally.

“**First Year**” the period of 12 calendar months commencing on the Commencement Date;

“**Intellectual Property Rights**” means any and all rights in and to copyrights in all countries of the world and/or any similar rights in countries where such rights exist, for the whole term of such copyright including any extensions or renewals of such rights and including the right to sue for damages and other remedies in respect of any infringements of the copyrights includes any background material, skills, techniques, concepts, methodologies, schemata, diagrams, know-how, information, trade secrets or instruction manuals acquired, developed or used in the course of developing any software and / or providing any goods or services.

“**Limited Use Programs**” means those Programs specified in the UBIQLAR Schedule as being “Limited Use Programs”.

“**Technical Support Services**” means the technical support services in relation to the Programs which, if specified as applicable in the UBIQLAR Schedule, shall be delivered in accordance with the Services Terms.

“**Technical Support Services Policy**” means the policy of the same name published on the Website as may be updated from time to time in accordance with the terms of this Agreement.

“**Third Party Software**” software provided by the Supplier and which is licensed by a specified third party.

“**Perpetual Programs**” means those Programs specified in the UBIQLAR Schedule as being “Perpetual Programs”.

“**Programs**” has the meaning given to it in the Schedule.

“**Service Exclusion**” has the meaning given to it in the Services Terms.

“**Services**” means the one-off services identified in the Schedule and the Technical Support Services.

“**Virus**” means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or

otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

"Year" means a) the First Year, and/or b) any subsequent period of 12 months during the Subscription Term commencing on the expiry of the First Year or any subsequent anniversary thereof

2. APPLICATION OF THESE PROGRAM TERMS

- 2.1 These Program Terms supplement and are governed by the Terms and Conditions (save to the event of any inconsistency or conflict which shall be resolved in accordance with the terms of Clause 2 (*Construction*) of the Terms and Conditions) and apply to the licensing of the Programs specified as applicable in the applicable UBIQULAR Schedule. For the avoidance of doubt, these Program Terms do not apply to any Products and Services other than the Programs. The relevant Product Terms applicable to each of the Products and Services shall apply to such other Products and Services ordered by the Customer pursuant to the applicable UBIQULAR Schedule.

3. RIGHTS GRANTED

- 3.1. The Supplier grants to the Customer a non-exclusive, non-assignable, royalty-free, perpetual license to use the Perpetual Programs solely for the Customer's internal cash processing operations on the terms of this Agreement. The Customer's use of the Perpetual Programs must at all times be in compliance with the licenced quantities.
- 3.2. The Supplier grants to the Customer a non-exclusive, non-assignable, royalty-free, limited license to use the Limited Use Programs on the Authorised Devices on which the Supplier activates such Limited Use Programs or on the central computing device that controls the Authorised Devices from the date the Program is activated, solely for the Customer's internal cash processing operations on the terms of this Agreement and only for such time as the Customer has also subscribed to connect the associated Authorised Device to the Cloud Services.
- 3.3. The Customer's right to use a Program shall commence upon Delivery of the Program by the Supplier to the Customer.

4. TECHNICAL SUPPORT SERVICES

- 4.1. If Technical Support Services are specified as applicable with respect to the Programs in the UBIQULAR Schedule, the Supplier will, consideration of receipt of the fees for the Technical Support Services, provide the Customer with the Technical Support Services on the terms specified in the Services Terms.

5. RESTRICTIONS

- 5.1. Except as expressly set out in this Agreement or to the extent permitted by any local law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement, the Customer agrees to the following restrictions applicable to the Programs. Customer shall not:
 - 5.1.1. use, copy, modify, or transfer the right to use and shall not allow the use, copy or modification of, the Programs or Documentation or any copy thereof except as permitted by this Agreement or as otherwise agreed in writing by the Supplier; or
 - 5.1.2. disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Programs or Documentation, nor attempt to do any such things, unless required by law for interoperability; or
 - 5.1.3. use the Programs or the Documentation to provide services to third parties.

- 5.2. The customer shall use all reasonable endeavours to prevent any unauthorised access, or use of, the Programs and/or the Documentation and, in the event of any such unauthorised access of use, promptly notify the Supplier.
- 5.3. The rights provided under this Agreement to Customer are granted to the Customer only and shall not be considered or deemed granted to any subsidiary or holding company of the Customer.
- 5.4. The Customer agrees that it is not entitled to the source code of the Program.

6. WARRANTY

- 6.1. The Supplier warrants that for a period of ninety (90) days from the date of installation of the Program or, with respect to any Limited Use Program which is pre-installed on any Authorised Device, from the date of activation of the Program by the Supplier (the “**Warranty Period**”), the Program shall conform substantially to the applicable Documentation. The Customer must promptly provide the Supplier with a written notice if any errors, faults or defects (“**Defects**”) are discovered during the expiry of the Warranty Period. On receipt of such notice, the Supplier will, subject to the provisions of this Clause 11, (i) repair the Program, (ii) replace the Program, or (iii) terminate the license immediately by notice in writing to the Customer and refund any of the relevant Program Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Program to the date of termination) on return of the Program and all copies thereof.
- 6.2. TO THE EXTENT NOT PROHIBITED BY LAW, THE REMEDIES APPLICABLE TO ANY BREACH OF WARRANTY PROVIDED IN THIS CLAUSE 6 ARE EXCLUSIVE AND, EXCEPT AS PROVIDED HEREINABOVE AND TO THE EXTENT NOT PROHIBITED BY LAW, THE SUPPLIER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED.
- 6.3. THERE IS NO WARRANTY BY SUPPLIER OR ANY OTHER PARTY OR PERSON THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE.
- 6.4. The Customer assumes all responsibility for the selection of the Programs to achieve its intended results, and for the use and results obtained from the Programs. The Customer also assumes all responsibility for the installation of the Programs where installation by the Customer is required.

7. FEES

- 7.1. As consideration for the rights granted with respect to the Programs the Customer agrees to pay to the Supplier all fees specified in the Schedule for the Programs.
- 7.2. All Programs fees shall be invoiced upon the granting of the licence in the Program.

8. INTELLECTUAL PROPERTY RIGHTS

Parties agree that all Intellectual Property Rights in the Programs and any Documentation belong to the Supplier, that rights in the Programs are licensed (not sold) to the Customer, and that Customer has no rights in, or to, the Programs or the Documentation other than the right to use them in accordance with the terms of this Agreement. The Customer acknowledges that it has no right to access of the Programs in source code form or in unlocked coding or with comments. In respect of any Third Party Software forming part of the Programs, the Customer shall be extended such rights as are permitted by the third party licensor of the Third Party Software.

9. TERM AND TERMINATION

- 9.1. If the Agreement is terminated by either party pursuant to clause 10 of the Master Agreement, Customer:
 - 9.1.1. must cease all use of any Limited Use Programs and the associated Documentation with effect from the termination date specified in the notice of termination required under clause 10 of the Master Agreement;

9.1.2. may continue to use any Perpetual Programs and the associated Documentation save to the extent that Clause 9.2 below applies; and

9.1.3. shall not be entitled to receive any Technical Support Services with respect to the Programs, whether Limited Use Programs or Perpetual Programs, with effect from the termination date specified in the notice of termination required under clause 10 of the Master Agreement.

9.2. In the event that the Customer breaches a material term of the licence grant of any Perpetual Programs, the Supplier may also terminate the licence granted in respect of any such Perpetual Programs and shall be required to notify Customer in accordance with the requirements under clause 10 of the Master Agreement. In such case, the Customer must cease all use of any Limited Use Programs and the associated Documentation with effect from the termination date specified in the notice required under clause 10 of the Master Agreement.

10. AUDIT

On written request by the Supplier, not more frequently than annually, the Customer shall provide the Supplier with a signed certification of compliance with the terms of this Agreement. The Supplier may, not more frequently than annually and at its own expense, audit the Customer's use of the Programs. Any such audit shall be conducted during regular business hours at the Customer's facilities and shall not unreasonably interfere with the Customer's business activities. If a certificate of an audit reveals that the Customer has underpaid fees to the Supplier, the Customer shall be invoiced for and the Customer shall pay such underpaid fees at the Customer's then-current list prices for the required number of licenses to bring the Customer back into compliance.