

GLORY



**UBIQULAR™ MASTER AGREEMENT
CLOUD SERVICES TERMS**

UBIQLAR CLOUD SERVICES TERMS v2.0

1. INTERPRETATION

1.1. The following definitions apply to these Cloud Services Terms:

“Acceptable Use Policy” means the requirements of Clause 3.4 of these Cloud Services Terms and the terms of use of the Cloud Services to be acknowledged and agreed by each Authorised User via the Portal.

“Additional Subscriptions” has the meaning given to it in Clause 4.1 of these Cloud Services Terms.

“Authorised Users” means, where the Customer has subscribed for Authorised Users, those named employees, agents and independent contractors which the Customer are authorised by the Customer to access and use the Cloud Services via the Portal and the Documentation up to a maximum number of users as specified in the Schedule and such additional user subscriptions as may be purchased in accordance with Clause 3 and each shall be an “Authorised User”.

“Availability” means, for each applicable SLA Period, the amount of time the Cloud Services are actually available during each SLA Period calculated by dividing the difference between the total number of minutes in the applicable quarter and any minutes of Unplanned Downtime by the total number of minutes in the applicable quarter, and multiplying the result by 100 to reach a percent figure.

“Billing Frequency” means the frequency for payment of the Fees for the Cloud Services (e.g. per month, per quarter, per year) as indicated in the UBIQLAR Schedule.

“Billing Period” means (a) the First Billing Period and (b) each subsequent each period commencing on the day immediately following the end of the previous Billing Period to and including the last day of the month which falls at the end of the period of time covered by the applicable Billing Frequency.

“Customer Data” means the data input by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Cloud Services or facilitating the Customer's use of the Cloud Services other than Third Party Data.

“Data Processing Agreement” means the data processing agreement as is current on the Website as of the Effective Date.

“Data Protection Legislation” means (i) Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”); (ii) all relevant European Union member state laws or regulations supplementing the GDPR; and (iii) any other data privacy or data protection law or regulation that applies to the Processing of Personal Data under this Agreement.

“Documentation” means (a) the documents which set out a description of the Cloud Services (including network and security features) and the user instructions for the Cloud Services as provided by the Supplier to the Customer from time to time and (c) 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 these Cloud Services Terms.

“DTP” means Glory desktop products which are compatible for use with the Cloud Services.

“Fault” means any irregular performance of, or defect in the Cloud Services which prevent it from operating normally.

“First Billing Period” means the period the length of the Billing Frequency which runs from and including the date on which the first Authorised Device is connected to the Cloud Services to and including the last day of the month which falls at the end of the period of time covered by the applicable Billing Frequency.

“First Year” means, with respect to each Cloud Service, the period of 12 calendar months commencing on the date on Commencement Date.

“Portal” means a web-based portal, the address of which shall be notified by the Supplier to the Customer, via which Authorised Users may view and access business intelligence data relating to the Authorised Devices and may perform Remote Device Management in relation to Authorised Devices.

“Remote Device Management” means with respect to Authorised Devices, such Technical Support Services which can be performed remotely where the Customer has subscribed for the required Cloud Services.

“Renewal Period” has the meaning given in Clause 14.1.

“Service Request” means a request for assistance logged by Level 1 Support with Level 2 Support.

“Scheduled Maintenance Window” means the periods of time in which the Supplier may perform routine maintenance and updating of the Cloud Services during which the Cloud Services will be unavailable for use by the Customer.

“SLA Period” means the applicable period of time for which the Uptime SLA is measured with respect to the Cloud Services (e.g. monthly, quarterly or yearly), as specified in the Documentation.

“Subscription” means, with respect to the Cloud Services, each subscription for an Authorised Device and an Authorised User to connect to and access such Cloud Services.

“Subscription Connection Date” has the meaning given to it in Clause 14.1

“Subscription Term” has the meaning given in Clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

“Technical Support Services” means the technical support services in relation to the Cloud Services, including any Faults with the Cloud Services delivered in accordance with the Services Terms but, for the avoidance of doubt, does not refer to maintenance of any Authorised Device or the performance of any Remote Device Management other than where the fix for any Fault can be delivered via Remote Device Management.

“Territory” means the country in which the Supplier company signing this Agreement is incorporated.

“Third Party Data” means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of the Supplier that the Customer may access through, within, or in conjunction with the Customer’s use of, the Cloud Services. Third Party Data includes third-party sourced materials accessed or obtained by the Customer’s use of the Cloud Services.

“Unplanned Downtime” means any time during which the Cloud Services are not available, but does not include any time during which the Cloud Services or any Cloud Services component are not available due to downtime:

- (a) during any Scheduled Maintenance Window;
- (b) resulting from the Supplier’s platform provider performing maintenance (including emergency maintenance outages), for which Supplier will endeavour to give the Customer as much notice as is reasonably practicable under the circumstances;
- (c) requested or initiated by the Customer for maintenance, activation of configurations, backups or other purposes that require the Cloud Services to be temporarily taken offline;
- (d) resulting from an interruption, suspension or shut down of the Cloud Services in the event Supplier of a significant threat (or where the Supplier reasonably suspects there is a significant threat) (i) to the security and/or integrity of (a) the Cloud Services, (b) the operating infrastructure on which the Cloud Services are hosted, (c) the applicable data centre from where the Cloud Services are hosted or (d) the Customer Data, (ii) of a security and/or data breach or (iii) of a malicious attack including, without limitation, denial of service attacks.
- (e) due to any Force Majeure event;
- (f) caused by failures or fluctuations in electrical, connectivity, network or telecommunications equipment or lines or failures of the internet due to the Customer’s conduct or circumstances outside of the Supplier’s control;

- (g) caused by the Customer, the Customer's conduct, the Customer's equipment, the Customer's users or representatives, the Customer's negligence or breach by the Customer of its contractual obligations.

"Uptime SLA" means, with respect to the Cloud Services, the amount of time expressed as a percentage of the applicable SLA Period for which Supplier works to make the Cloud Services available for use by Customer as specified in the Documentation.

"Virus" means any thing or device (including any software, code, file or program) 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 program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program 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 CLOUD SERVICES TERMS

- 2.1 These Cloud Services 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 subscription and delivery of the Cloud Services specified as applicable in the applicable UBIQULAR Schedule. For the avoidance of doubt, these Cloud Services Terms do not apply to any Products and Services other than the Cloud Services. 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. SUBSCRIPTIONS

- 3.1 In order to have access to the Cloud Services, the Customer must as a minimum subscribe for Authorised Devices; however, the Customer may, at its option, also elect to subscribe for Authorised User access.

- 3.2 Subject to the Customer purchasing Subscriptions in accordance with this Clause 3, Clause 4 and Clause 12 of these Cloud Services Terms, the restrictions set out in this Clause 3 and the other applicable terms and conditions of the Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicenses, to permit:

- 3.2.1 the Authorised Devices to connect to the Cloud Services subscribed for by the Customer; and
- 3.2.2 the Authorised Users to access and use the Cloud Services they are authorised to use and the associated Documentation,

during the Subscription Term and solely for the Customer's internal cash processing operations.

- 3.3 In relation to the Subscriptions, as applicable, the Customer undertakes that:

- 3.3.1 the maximum number of Authorised Devices that access and use the Cloud Services shall at no time exceed the number of Authorised Device Subscriptions it has purchased from time to time;

- 3.3.2 where the Customer subscribes for Authorised Devices which are identified as DTP devices, the number of Subscriptions for desktop products must correspond with the number of DTP Authorised Devices and, for the avoidance of doubt, other products may not use a Subscription for a DTP device;

- 3.3.3 the number of Authorised Users that access and use the Cloud Services and the applicable Documentation shall at no time exceed the number of Authorised Users it has purchased for the applicable Cloud Services from time to time, if applicable;

- 3.3.4 it will not allow or suffer any Subscription to be used by more than one Authorised Device or one Authorised User, as applicable, unless it has been reassigned in its entirety to another Authorised Device or Authorised User, as applicable, in which case the prior Authorised Device or prior Authorised User shall no longer have any right to access or use the Cloud Services and/or applicable Documentation;
 - 3.3.5 each Authorised User shall keep a secure password for their use of the Cloud Services and applicable Documentation, that such password shall be changed regularly in accordance with commonly accepted principles of good security practices and in accordance with the Customer's security and IT policies and that each Authorised User shall keep their password confidential;
 - 3.3.6 if available, each Authorised User shall be required to use two-factor authentication for access to the Cloud Services using the Supplier's approved two-factor authentication technology and the Customer acknowledges and agrees that no access shall be granted to any Authorised User without successful authentication;
 - 3.3.7 it shall maintain a written, up to date list of current Authorised Users, if applicable, and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time; and
 - 3.3.8 where applicable, it shall manage and control access rights and permissions for each Authorised User and the Customer acknowledges and agrees that it has the sole responsibility for granting such rights and permissions and ensuring that such rights and permissions match the level of access to the Customer's instance of the Cloud Services that the Customer intends.
- 3.4 The Customer shall not and shall not permit any Authorised User to access, store, distribute or transmit any Viruses, or any material during the course of its use of the Cloud Services that:
- 3.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.4.2 facilitates illegal activity;
 - 3.4.3 depicts sexually explicit images;
 - 3.4.4 promotes unlawful violence;
 - 3.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 3.4.6 is otherwise illegal or causes damage or injury to any person or property;
- and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 3.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Cloud Services and/or the applicable Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier
- 3.6 The rights provided under this Clause 3 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

4 ADDITIONAL SUBSCRIPTIONS

- 4.1 Subject to Clause 4.2 and Clause 4.3, the Customer may, from time to time during the Subscription Term, purchase additional Subscriptions in excess of the number set out in the Schedule ("**Additional Subscriptions**") and the Supplier shall grant access to the Cloud Services and the applicable Documentation to such additional Authorised Devices and/or Authorised Users, as applicable, in accordance with the provisions of this Agreement.
- 4.2 If the Customer wishes to purchase Additional Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for Additional Subscriptions and respond to the

Customer with approval or rejection of the request. Where the Supplier approves the request, the Supplier shall activate the Additional Subscriptions within ten (10) days of its approval of the Customer's request.

- 4.3 If the Supplier approves the Customer's request to purchase Additional Subscriptions, each Additional Subscription shall be active from the date on which the relevant Authorised Device is connected to the Cloud Services or on which the Authorised User is granted access, as applicable, and all fees shall be charged in accordance with Clause 12 (*Fees*) of these Cloud Services Terms.
- 4.4 The Supplier and the Customer agree that the issue of any Additional Subscriptions must be documented between the parties in writing and signed by Authorised Representatives of the parties and that such Additional Subscriptions shall be governed by the terms of this Agreement.

5 PERFORMANCE OF THE CLOUD SERVICES

- 5.1 The Supplier shall, during the Subscription Term, provide the Cloud Services and make available the applicable Documentation to the Customer on and subject to the terms of this Agreement.
- 5.2 The Cloud Services shall be hosted from and the Customer Data shall reside in data centres retained by the Supplier in the geographic region specified in the Schedule. During the Subscription Term, the Supplier shall be entitled to migrate the Cloud Services from one data centre to another provided that the Cloud Services shall continue to be hosted from and the Customer Data shall continue to reside in a data centre within the same geographic region.
- 5.3 The Supplier shall use commercially reasonable endeavours to make the Cloud Services available to the Customer in accordance with the Uptime SLA. The Uptime SLA shall be considered to have been met if Availability is equal to or greater than the Uptime SLA.

6 CUSTOMER DATA

- 6.1 The Customer (or its licensors) shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 6.2 The Customer may have access to Third Party Data through use of the Cloud Services. Unless otherwise agreed in writing between the parties, all ownership and Intellectual Property Rights in and to Third Party Data and the use of such content is governed by separate third-party terms between the Customer and the third party.
- 6.3 To the extent the Customer Data includes Personal Data (as such term is defined under the Data Protection Legislation), the Supplier will comply with the terms of the Data Processing Agreement. The Supplier reserves the right to make such modifications to the Data Processing Agreement on written notice to the Customer provided that such modifications shall not materially reduce the level of performance, functionality, security or availability of the Cloud Services during the Subscription Term.

7 TECHNICAL SUPPORT SERVICES

- 7.1 In consideration of receipt of the Cloud Services Fees payable by the Customer and subject to compliance with the terms of this Agreement, the Supplier shall maintain the Cloud Services and provide the Customer with the Technical Support Services.

8 RESTRICTIONS

- 8.1 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 Cloud Services. Customer shall not:
- 8.1.1 use, copy, modify, or transfer the right to use and shall not allow the use, copy or modification of, the Cloud Services or the Documentation or any copy thereof except as permitted by this Agreement or as otherwise agreed in writing by the Supplier; or

8.1.2 disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Cloud Services or the Documentation, nor attempt to do any such things, unless required by law for interoperability; or

8.1.3 use the Cloud Services or the Documentation to provide services to third parties.

8.2 The customer shall use all reasonable endeavours to prevent any unauthorised access, or use of, the Cloud Services, and/or the Documentation and, in the event of any such unauthorised access of use, promptly notify the Supplier.

8.3 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.

8.4 The Customer agrees that it is not entitled to the source code of the Cloud Services.

9 CUSTOMER OBLIGATIONS

9.1 In addition to the obligations set out in the Terms and Conditions, the Customer shall be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for:

9.1.1 procuring, maintaining and securing its network connections and telecommunications links from its systems to the internet; and

9.1.2 all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 The Parties agree that all Intellectual Property Rights in the Cloud Services and any Documentation, belong to the Supplier, that rights in the Cloud Services are licensed (not sold) to the Customer, and that Customer has no rights in, or to, the Cloud Services 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 to the Cloud Services in source code form or in unlocked coding or with comments.

11 WARRANTY

11.1 The Supplier warrants that during the Subscription Term, the Supplier will deliver the Cloud Services using commercially reasonable care and skill in all material respects as described in the applicable Documentation.

11.2 If the Cloud Services provided by the Supplier are not performed as warranted, the Customer must promptly provide the Supplier with a written notice that describes the deficiency in the Cloud Services (including, as applicable, the Service Request reference pursuant to which the Customer notified the Supplier of the deficiency in the Cloud Services).

11.3 For any breach of warranty given under this Clause 11, the Supplier's entire liability shall be the correction of the deficient Cloud Services that caused the breach of warranty, or, if the Supplier cannot substantially correct the deficiency in a commercially reasonable manner, the Customer may end the deficient Cloud Services and the Supplier will refund to the Customer the fees for the terminated services that the Customer pre-paid to the Supplier for the period following the effective date of termination.

11.4 The Supplier is not responsible for any issues related to the performance, operation or security of the Cloud Services that arise from the Customer Data or Third-Party Data or services provided by third parties other than third parties authorised by the Supplier in writing.

11.5 TO THE EXTENT NOT PROHIBITED BY LAW, THE REMEDIES APPLICABLE TO ANY BREACH OF WARRANTY PROVIDED IN THIS CLAUSE 11 ARE EXCLUSIVE AND, EXCEPT AS PROVIDED HEREINABOVE AND TO THE EXTENT NOT PROHIBITED BY LAW, THE SUPPLIER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED. THERE IS NO WARRANTY BY SUPPLIER OR ANY

OTHER PARTY OR PERSON THAT THE FUNCTIONS CONTAINED IN THE CLOUD SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE CLOUD SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11.6 The Customer assumes all responsibility for the selection of the Cloud Services to achieve its intended results and for the use and results obtained from the Cloud Services.

12 FEES

12.1 As consideration for rights granted with respect to the Cloud Services and the delivery of the Cloud Services by the Supplier pursuant to this Agreement, the Customer agrees to pay to the Supplier all applicable fees for the Customer's Subscriptions to the Cloud Services for the duration of Subscription Period.

12.2 Where an Authorised Device Subscription is connected or an Authorised User Subscription is granted access part-way through a Billing Period, the Fees for such Subscription will be invoiced from the date on which the Authorised Device is connected or the Authorised User is given access to the Cloud Service for the remainder of the applicable Billing Period and thereafter shall be billed for each subsequent Billing Period for the remainder of the Subscription Term.

12.3 Fees for the Cloud Services shall be invoiced and are payable in advance for each Billing Period during the Subscription Term.

12.4 The fees for the Cloud Services shall be fixed for the First Year in the amount specified in the UBIQULAR Schedule. In the second and subsequent Years the Supplier may increase the fees for the Cloud Services provided that any such increase shall be capped at the greater of a) 3%, and b) the percentage increase in the Rate during the preceding Year, unless otherwise agreed in writing by the parties.

13 DATA ANALYSIS

13.1 The Supplier may (i) compile statistical and other Information related to the performance, operation and use of the Cloud Services, and (ii) use and publish data from the Cloud Services in aggregated form including, without limitation, to determine statistical analyses, reports, trends and other analytical Information (paragraphs (i) and (ii) are collectively referred to as "**Analyses**"). The Supplier may make Analyses publicly available; however, Analyses will not incorporate any Customer Data, Personal Data or Confidential Information in a form that could serve to identify the Customer or any individual. The Supplier retains all Intellectual Property Rights in Analyses.

14 TERM AND TERMINATION

14.1 Each Subscription for the Cloud Services shall, unless otherwise terminated early, shall commence on the date the applicable Authorised Device is connected to or the applicable Authorised User is given access to the Cloud Services (the "**Subscription Connection Date**") and shall continue until the end of the Initial Subscription Term and, thereafter, the Cloud Services shall be automatically renewed for successive periods of 12 months (each a "**Renewal Period**") unless:

14.1.1 either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period;

14.1.2 otherwise terminated in accordance with the provisions of this Agreement,

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "**Subscription Term**".

14.2 Upon expiration or termination of this Agreement, for any reason:

14.2.1 any Subscription the Cloud Services under this Agreement shall forthwith terminate;

14.2.2 the Customer shall discontinue all use of the Cloud Services;

- 14.2.3 the Supplier shall disable access and connection to the Cloud Services such that no communication is received from the Authorised Devices and no Authorised User can log in to the Portal;
- 14.2.4 the Supplier shall delete, destroy, dispose of or otherwise render inaccessible all of the Customer Data in its possession in accordance with applicable Data Protection Legislation and the terms of this Agreement;
- 14.2.5 the Supplier may require that the Customer return to the Supplier, at no cost, all material relating to the Cloud Services, provided, however, that Customer shall be permitted to retain a copy of all material subject to the confidentiality provisions of this Agreement;
- 14.2.6 each of the parties shall deliver up to the other or, if requested, destroy all property of whatever nature, including, but not limited to, any Confidential Information which may be in its possession or under its control at the date of termination together with all copies and where destruction has been requested by the other party, certify that such destruction has taken place.

15 AUDIT – The Customer acknowledges and agrees that the Supplier has the ability to and will remotely monitor the Customer’s usage of the Cloud Services to ensure that the Customer’s usage is in compliance with the Customer’s Subscriptions. In addition to the remote monitoring, the Supplier may, not more frequently than annually and at its own expense, audit the Customer’s use of the Cloud Services. 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 non-compliance with the terms of this Agreement, Customer shall be required to remedy non-compliance and the Customer shall be invoiced for and shall pay such underpaid fees at the Supplier’s then-current list prices for the required number of licenses to bring the Customer back into compliance.