

GLORY



**UBIQULAR™ MASTER AGREEMENT
SERVICES TERMS**

UBIQLAR SERVICES TERMS v3.0

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply to this Agreement.

“Additional Services” means any bespoke or ad hoc services agreed to be delivered by the Supplier pursuant to a Statement of Work where the parties have specified “Additional Managed Services” or “Additional Professional Services” as applicable in the UBIQLAR Schedule.

“Commencement Date” means:

- (a) with respect to Technical Support Services, the Commencement Date for the Cloud Services as subscribed for pursuant to the UBIQLAR Schedule; and
- (c) with respect to the Managed Services, the later of (a) the Commencement Date for the Cloud Services on which the Managed Services rely and (b) the Effective Date, unless otherwise specified in the Service Description for the Managed Services.

“Custom Enhancement” means any bespoke update, development, enhancement or other change requested by the Customer to the Program(s). All Custom Enhancements shall be considered Additional Services and subject to the Supplier and the Customer entering into a Statement of Work for the performance of such Additional Services.

“Deliverables” means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

“Excluded Service” means any service which is expressly excluded from the scope of the Services.

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

“Service Exclusion” means charges for, or work required to repair, replace, correct, or recalibrate the Cloud Services and/or Programs arising from 1) the Cloud Services and/or Programs being used in an abnormal or improper manner, including a material change in the use or usage of the Cloud Services and/or Programs from that for which it was understood the Cloud Services and/or Programs would be used, 2) any work rendered outside the scope of the Services provided hereunder including, but not limited to, the provision of any Custom Enhancements 3) a failure to comply with or breach of the Acceptable Use Policy (as defined in the Cloud Services Terms) 4) an event of Force Majeure, 5) the restoration, reloading, support, maintenance, update, upgrade or supply of software (including operating and application software) or data (including the loading of banknote pattern sets and banknote pattern set updates, upgrades or changes) (which shall be chargeable as set out in the UBIQLAR Schedule or, if not so indicated, at Supplier’s then prevailing rates) which is not otherwise provided for in the Agreement 6) the use of the Cloud Services and/or Programs by untrained personnel, 7) time spent diagnosing problems not caused by a defect in the current unaltered release of the Program or Cloud Services; these include, but are not limited to, problems caused by data errors, operator errors, program alterations not made by the Supplier, hardware or operating system malfunction, system misuse errors, errors resulting from use with other programs not supplied or approved by the Supplier and failure to incorporate corrections, solutions and modifications previously provided by the Supplier 8) delay, waiting or wasted time due to no defect identified with the Cloud Services and/or Programs, 9) work other than scheduled Remote Device Management performed outside Standard Hours at Customer's request, 10) work performed outside of the Territory where any onsite visits to Customer premises are deemed to be required; 11) any failure by Customer to provide the Supplier with the required access (whether access required is physical or remote) in accordance with these Terms and Conditions, 12) reasonable expenses for attendance at a Customer site where, in the Seller’s reasonable determination, the Services could otherwise have been performed remotely, 13) where no reported Fault is found by Supplier, 14) any work or services performed by Supplier outside the applicable warranty given in these Terms and Conditions, or 15) any Excluded Service listed in the Service Description.

“Service Description” means the service description for each of the applicable Services as published on the Website as of the Effective Date provided that with respect to any Additional Services, the Service Description shall be the applicable Statement of Work entered into between the Supplier and the Customer.

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

“Services Period” has the meaning given to it in Clause 6.1 of these Services Terms.

“Statement of Work” means a contract for the provision of Additional Services signed by an Authorised Representative of the Supplier and the Customer.

“Standard Hours” means 8:00am to 6:00pm in the Territory, Monday to Friday, excluding all public holidays.

“Subscription Term” means the current period for which the Customer has subscribed for the Cloud Services to which the Services relate.

2. PERFORMANCE OF THE SERVICES

In consideration of receipt of the applicable Services Fees and subject to compliance with the terms of this Agreement, the Supplier shall provide the Services ordered pursuant to the UBIQULAR Schedule in accordance with the applicable Service Description on and subject to the terms of this Agreement.

3. RIGHTS GRANTED

Unless specified otherwise in a Statement of Work, if applicable, in the event that the Supplier develops and delivers any Deliverables to the Customer in the performance of the Services, the Customer shall have the non-exclusive, non-assignable, royalty free, limited right to use such Deliverables for the Customer’s cash processing operations during the Subscription Term or such other term as specified in the applicable Service Description.

4. WARRANTY

- 4.1. The Supplier warrants that the Services will be provided in a professional manner consistent with industry standards. The Customer must notify the Supplier of any warranty deficiencies within 90 days from performance of the deficient Services. For any breach of the contained in this Clause 4.1, the Customer’s exclusive remedy and the Supplier’s entire liability shall be the re-performance of the deficient services, or, if the Supplier cannot substantially correct the deficiency in a commercially reasonable manner, the Customer may end the deficient Services, as applicable, and recover the fees the Customer paid to the Supplier for the deficient Services, as applicable.
- 4.2. TO THE EXTENT NOT PROHIBITED BY LAW, THE REMEDIES APPLICABLE TO ANY BREACH OF WARRANTY PROVIDED IN THIS CLAUSE 4 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 SERVICES WILL MEET THE CUSTOMER’S REQUIREMENTS. THE CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES TO ACHIEVE ITS INTENDED RESULTS.

5. FEES

- 5.1. As consideration for the Supplier performing the Services and the delivery of any Deliverables, if applicable, pursuant to this Agreement, the Customer agrees to pay to the Supplier all applicable fees for the Services.
- 5.2. In addition to the fees for the Services specified in the UBIQULAR Schedule or any Statement of Work, if applicable, Supplier may charge and Customer agrees to pay Supplier for any Service which is a Service Exclusion or for any Service which the Customer requests and the Supplier agrees to perform which is not otherwise covered by this Agreement. Charges for these services shall be calculated at

Supplier's then prevailing rates and there shall be a minimum charge equal to not less than one (1) hour at the applicable rate plus, if an onsite visit is required, a minimum of one (1) hour's travel time. Customer shall reimburse Supplier for all out of pocket expenses and pay at Supplier's then prevailing price for spare parts used, if applicable.

- 5.3. Fees for the Technical Support Services Fees are included in the Fees for the Cloud Services.
- 5.4. Fees for the Managed Services shall be invoiced and payable monthly in arrears.
- 5.5. Fees for all other Services and Service Exclusions Fees shall be invoiced upon performance of the Services.
- 5.6. Fees for the Managed Services shall be fixed for the First Year in the amount specified in the UBIQULAR Schedule. In the second and subsequent Years such fees shall be an amount equal to the fees for the Technical Support Services for the preceding Year increased by an amount equal to the greater of either a) 3%, or b) the percentage increase in the Rate during the preceding Year, or such other amount as may be agreed by the parties.

6. SERVICES TERM AND TERMINATION

- 6.1. The Managed Services and the Technical Support Services shall commence on the Commencement Date and shall continue until the end of the Subscription Term (the "**Initial Services Period**") and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a "**Renewal Period**") unless:
 - 6.1.1. either party either party notifies the other party of termination, in writing, at least 60 days before the end of the Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Technical Support Services Term or Renewal Period; or
 - 6.1.2. the Services or this Agreement are otherwise terminated in accordance with the provisions of this Agreement,and the Initial Services Period together with any subsequent Renewal Periods shall constitute the "**Services Period**".
- 6.2. All other Services shall be performed on the dates and at the times to be agreed between the parties.
- 6.3. Upon expiration or termination of this Agreement, for any reason:
 - 6.3.1. the Supplier shall immediately cease delivery and performance of all Services with effect from the applicable termination or expiry date;
 - 6.3.2. all fees which have been invoiced prior to the applicable termination date but which remain outstanding shall become immediately due and payable; and
 - 6.3.3. for Services which are billed in accordance with Clause 5.5 which have been performed but which have not been invoiced prior to the applicable termination or expiry date shall be invoiced and are payable by the Customer.