

SECURE RETAIL POS
TERMS AND CONDITIONS

These Terms and Conditions (the “T&C”) constitute a legal agreement between the organization executing an Order incorporating these T&C (“Customer”) and Permanent Software Group Canada Ltd., dba Secure Retail POS Systems, a British Columbia corporation (“Company”). By signing an Order that incorporates the T&C, or using the Software, Customer represents that it has the authority to bind the Customer to the Order, the T&C, and any applicable schedules, exhibits, or appendices incorporated or referenced herein. Purchase of Report Center Services, Hardware and Supplies under the Agreement is subject to the terms and conditions set forth in these T&C, the respective Order or SOW, and the following Exhibits:

Exhibit A – Software Support Services

Exhibit B – Report Center Services

Exhibit C – Hardware Sales Terms

The parties agree as follows:

1. DEFINITIONS.

- 1.1. “Administrator” means the Customer’s primary contact person who coordinates and works with Company to implement, support, and train the Customer’s Users on their use of the Software.
- 1.2. “Affiliate” of a party means an entity which, directly or indirectly is controlled by, controls or is under common control with that party where “control” of the party or other entity is the possession of the power to direct or cause the direction of the management and policies of the party or other entity, whether by voting, contract or otherwise.
- 1.3. “Agreement” means the Order(s), the T&C and all referenced schedules, exhibits, or appendices hereto, and any mutually executed agreements incorporated herein by reference. Pre-printed terms in either party’s purchase orders, acknowledgements, or click-through terms do not apply to modify this Agreement, and such other or additional terms or conditions are void and of no effect.
- 1.4. “Customer Content” means the data, User information, and other content, including text, multimedia images (e.g., graphics and audio and video files), or other material submitted, uploaded, imported, or otherwise provided to or through the Software by Customer or by a third party on behalf of or for the benefit of Customer, including Users of the Software.
- 1.5. “Documentation” means Company’s then-current generally available documentation, specifications, and user manuals for the Software which are available upon login to the Software, as well as any documentation included in or attached to this Agreement, or such other Software-related documents provided by Company to Customer.

- 1.6. "On-Premises Software" means the on-premises software provided to Customer in object code form and listed on an Order.
- 1.7. "Order" means a written description of Software or Professional Services and the applicable pricing as mutually agreed to by the parties in an order form, quote, proposal, schedule, statement of work, work order or similar document.
- 1.8. "Professional Services" means the implementation, integration, consulting and similar services provided by Company's staff or subcontractors on behalf of Company pursuant to a mutually agreed Order.
- 1.9. "Report Center Services" means the training and support provided by Company to Customer for its access and use of Microsoft's Power BI, as detailed in Exhibit B.
- 1.10. "SaaS Software" means the hosted software-as-a-service offerings listed on an Order.
- 1.11. "Software" means the On-Premises Software and/or the SaaS Software identified in an Order. "Software" excludes any Third-Party Software.
- 1.12. "Third-Party Software" means third-party On-Premises or SaaS Software that Company resells to Customer.
- 1.13. "User(s)" means an individual employee of Customer or its Affiliates, or their respective contractor(s) who has been authorized by Customer to use the Software on behalf of Customer and/or its Affiliates. Users may include the employees, consultants, and contractors of Customer and its Affiliates (including Administrators).

2. ACCESS AND USE OF THE SOFTWARE.

- 2.1. Provision of the Software. Company will make the Software available to Customer pursuant to the terms of the Agreement and the Documentation.
- 2.1.1. If an Order includes On-Premises Software, Company grants Customer a limited-term, non-exclusive, non-sublicensable and non-transferable (except as otherwise provided herein) license to install the On-Premises Software and use it only for Customer's internal business use up to the maximum number of point-of-sales lanes stated on the Order.
- 2.1.2. Customer may use the Software only during the term defined in the Order. If Customer exceeds the term on the Order (beyond any renewals), Customer will automatically be locked out of its account until Customer signs a renewal Order. Once Customer has, Company's support team will help to restore Customer's account. Customer's contractors or service providers may use the Software as Users under Customer's account, provided that Customer will take full responsibility for such third parties' compliance with this Agreement.
- 2.1.3. Customer acknowledges that Customer's use of the Software requires third-party hardware, software, internet and/or telecommunications access (which may involve extra charges from those

third parties), and that Customer's ability to access and use the Software may be affected by Customer's choices and the performance of these products and services.

2.1.4. If an Order includes SaaS Software, Company will make its proprietary SaaS Software available to Customer pursuant to the terms of the Agreement and the Documentation. Company will use commercially reasonable efforts to make the SaaS Software available 24x7.

2.1.5. Company grants Customer a limited right to access and use the Software and Documentation only for Customer's internal business purposes and use with one back-office computer and only up to the maximum number of point-of-sales lanes stated in the Order. Customer's contractors or service providers may use the Software or Documentation as Users under Customer's account, provided that Customer takes full responsibility for such third parties' compliance with this Agreement.

2.1.6. Customer agrees to use commercially reasonable efforts to upgrade to Company's most current version/release of the Software promptly after the latest release is made available.

2.2. Third-Party Software. Company will make Third-Party Software available to Customer pursuant to the Third-Party's terms made available to Customer and if none are provided, then pursuant to the terms in Section 2.1. If Third-Party Software is discontinued or its core functionality is materially reduced, either party may terminate the affected Third-Party Software with 60 days prior written notice to the other. If a party elects to terminate the affected Third-Party Software pursuant to this Section, Company will provide Customer with a pro rata refund of any prepaid, unused fees.

2.3. Implementation. Upon execution of Customer's initial Order, Company will provide Professional Services, including implementation and training, as described in a mutually agreed Order.

2.4. Changes to Software. Company reserves the right to enhance, upgrade, improve, modify or discontinue features of the Software as Company deems appropriate and in its sole discretion. Company will not materially reduce the core functionality or discontinue any Software unless Company provides Customer with prior written notice. If Company discontinues Software or materially reduces the core functionality, Customer may terminate the affected Software or this Agreement with 60 days prior written notice to Company. If Customer elects to terminate the affected Software pursuant to this Section, Company will provide Customer with a pro rata refund of any prepaid, unused fees. Company may offer additional functionality to its standard Software or premium feature improvements for an additional cost.

2.5. Login Information. Customer is entirely responsible for maintaining the security of its Users' login information.

2.6. User's Registration for the SaaS Software. Users may be required to provide information about themselves to register for and use certain SaaS Software. Customer agrees that it is Customer's sole responsibility to verify the accuracy of this information. Customer's Users may also be asked to choose a username and password. Customer is entirely responsible for ensuring Users maintain the

security of their usernames and passwords. Customer agrees not to permit the disclosure of usernames and passwords to any third party.

2.7. Limitations on Customer's Use. By using Software, Customer agrees on behalf of itself, its Affiliates and Users, not to (i) use the Software in a way that abuses or disrupts Company's networks, user accounts, or the Software; (ii) transmit through the Software any harassing, indecent, obscene, or unlawful material; (iii) use the Software in violation of applicable laws, or regulations; (iv) use the Software to send unauthorized advertising, or spam; (v) decompile, modify, prepare derivative works of, or reverse engineer the Software; (vi) market, sublicense or resell the use of the Software to any third party; (vii) harvest, collect, or gather User data without their consent; (viii) transmit through the Software any material that may infringe the intellectual property, privacy, or other rights of third parties; or (ix) use the Software to commit fraud or impersonate any person or entity. Customer understands and acknowledges that Company does not monitor the content passing through its servers, and that it is Customer's sole responsibility to ensure that the information it and its Users transmit and receive complies with all applicable laws and regulations and does not infringe upon the rights of any third party. Customer will be solely responsible for the Customer Content. In no event will Company be responsible for Customer Content or its accuracy or completeness, or for any loss of Customer Content. Company reserves the right to terminate an Order or the Agreement if Company, at its sole discretion, determines that the Customer has acted or is acting in a manner that has or may negatively reflect on the Company, is opposed to the Company's business interests, staff, customers, or prospective customers.

2.8. Responsibility for Users. Customer is responsible for the activities of its Users who access or use the Software through Customer's account, and Customer agrees to ensure that any such Users will comply with the terms of the Agreement. Customer agrees to provide Company prompt notice if Customer becomes aware of any violation of this Agreement in connection with use of the Software by any person.

2.9. Report Center Services. Exhibit B set forth Customer's right to (i) access the reports developed by Company for Customer's use in Microsoft Power BI; and (ii) receive Report Center Services, provided Customer uses Microsoft's Power BI, and purchases Company's Report Center Services.

2.10. Support and Maintenance. Company will, at no additional charge, provide customer support and maintenance for the Software as detailed in Exhibit A hereto.

3. ORDERS, FEES AND PAYMENT.

3.1. Order(s). Customer may purchase subscriptions to access and use the Software (or additional licenses) and/or for Company to perform Professional Services by executing an Order. All Orders for Services: (i) are effective on the start date stated on the Order ("Order Effective Date"); (ii) will be treated as separate and independent Orders; (iii) form part of the Agreement; and (iv) may be subject to Company's verification and credit approval process.

3.2. Fees and Payment. Customer will pay all charges for the Services and/or Professional Services on the terms set forth in the Order or the T&C. Unless otherwise specified in the Order, all fees set forth in an invoice are due and payable net 30 days of the date thereof except fees subject to a reasonable and good faith dispute pursuant to Section 3.4 below. Except as expressly stated in the T&C, any payments Customer makes to Company are final and non-refundable. Customer is responsible for providing accurate and current billing, contact and payment information to Company. Customer agrees that Company may charge its payment card or bill Customer for all amounts due for Customer's use of the Software, and Company may take steps to update Customer payment information (where permitted) to ensure payment can be processed. Customer agrees that its payment information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. Company may suspend or terminate Customer's access to the SaaS Software if at any time Company determines that Customer's payment information is inaccurate or not current. Customer is responsible for fees and overdraft charges that Company may incur when Company charges Customer's card for payment. Unless otherwise stated in the Order, Company reserves the right to increase the fees for Software annually in an amount not to exceed 10%. All references to currency will be in US dollars (\$USD), unless otherwise stated on the Order.

3.3. Taxes and Withholdings. Customer is responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, or any other similar taxes or fees (collectively, "Taxes and Fees") imposed by any government entity or collecting agency arising out of Customer's purchase of the Services, except those taxes and fees based on Company's net income, or Taxes and Fees for which Customer has provided an exemption certificate. In all cases, Customer will pay the amounts due under this Agreement to Company in full without any right of set-off or deduction.

3.4. Disputes; Delinquent Accounts. Customer must notify Company of any reasonable and good faith dispute of amounts on an invoice within 15 days of the invoice date, and once resolved, Customer agrees to pay those amounts within 15 days of the resolution. Company may, upon 10 days' notice to Customer, suspend the access to the SaaS Software if Customer does not pay undisputed amounts by their due date, and Customer agrees to reimburse Company for all reasonable costs and expenses, including overdraft charges, collection costs and attorneys' fees, incurred in collecting delinquent amounts. Customer further agrees that it may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

4. TERM AND TERMINATION.

4.1. Term. The initial term commitment for Customer's purchase of Software and Report Center Services, if applicable, will be as specified on an Order ("Initial Term") and begins on the Order Effective Date stated in the applicable Order. If the Order is silent, the Initial Term will be 24 months. After the Initial Term, the Order will automatically renew for additional periods of 24 months each ("Renewal Terms" and collectively with the Initial Term, the "Term"), unless either party provides notice of non-renewal at least 90 days before the Initial Term or then current Renewal Term of the Order expires.

- 4.2. Adding Services to an Order. The parties agree to align the Term for Software licenses under multiple Orders for Services, but this will not reduce the Term for Software licenses under any Order. The expiration of specific Software under one Order does not affect the Term of any other Order still in effect.
- 4.3. Termination for Cause. Either party may terminate the Agreement (i) if the other party breaches a material obligation and fails to cure within 30 days of receipt of written notice of such breach by the other party, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business.
- 4.4. Effect of Termination. If the Agreement or any Order is terminated, Customer will immediately discontinue all use of the terminated Software, and delete, destroy or return all copies of the On-Premises Software and Documentation in Customer's possession and certify in writing to Company that such On-Premises Software and Documentation has been deleted or destroyed. For SaaS Software, Company will provide Customer with limited access to the SaaS Software for a period of at least 180 days solely to enable Customer to retrieve its Customer Content from the SaaS Software. Company has no obligation to maintain the Customer Content after this 180-day period. Termination of the Agreement will not affect any claim arising prior to the termination date.
- 4.5. Survival. The terms of the T&C will survive the termination or expiration of this Agreement to the extent reasonably necessary to carry out the intent of the parties as indicated herein.

5. PROPRIETARY RIGHTS.

- 5.1. Company's Proprietary Rights and Marks. Customer acknowledges that Company or its licensors retain all proprietary right, title and interest in the Software, all Documentation, the design/look and feel of the reports developed by Company for use of Microsoft Power BI ("Reports") , and the Company's name, logo, or other marks (together, the "Marks"), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. Except for the express limited rights set forth in this Agreement, no right, title or interest in the Software, Documentation, Reports or Marks is granted to Customer. Customer agrees that Customer will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part Company's Marks or is similar to any of these.
- 5.2. Customer Content. Customer retains all rights to its Customer Content and is solely responsible for the Customer Content sent or transmitted by Customer or displayed or uploaded by Customer in using the Software and for compliance with all laws pertaining to the Customer Content, including, but not limited to, laws requiring Customer to obtain the consent of a third party to use the Customer Content and to provide appropriate notices of third-party rights. Customer hereby grants Company a worldwide, royalty-free, non-exclusive license to use, modify, reproduce, and distribute Customer Content in order to provide and operate the SaaS Software. Company will not view, access, or process any of Customer Content, except: (x) as authorized or instructed by Customer in this Agreement or in

any other agreement between the parties, or by Users, (y) as required to comply with Company policies, applicable law, or governmental request, or (z) as may be necessary for the support and performance of the Software.

5.3 Feedback. Customer hereby grants Company a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, incorporate into the Software or the Reports or otherwise use any suggestions, enhancement requests, recommendations or other feedback Company receives from Customer, Customer's Affiliates and Users ("Feedback"). Company also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or initiated by Customer's Feedback.

5.4 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Company may collect and compile data and information related to Customer's use of the Software to be used by Company in an aggregated and anonymized manner, including, but not limited to compile statistical and performance information related to the provision and operation of the SaaS Software ("Aggregated Statistics"). All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Customer agrees that Company may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer or Customer Content.

5.5 Publicity. Customer agrees that Company may use Customer's name and logo, and refer to Customer, in its promotional and marketing materials including on its website, lists and business presentations.

6. DATA PRIVACY AND SECURITY.

6.1. Security Safeguards. Each party will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Content and any associated personal data that is collected and/or processed through the Services. On Company's part, those safeguards will include commercially reasonable measures designed to prevent unauthorized access, use, modification, deletion, and disclosure of Customer Content. Customer (not Company) has sole responsibility for adequate security, protection, and backup of Customer Content when in Customer's or its representatives' or agents' possession or control.

6.2. Sub-processors. Customer acknowledges and agrees that Company may use sub-processors to help provide the SaaS Software, who may access Customer Content and any associated personal data, to provide, secure and improve the SaaS Software. Before sharing Customer Content with any sub-processors, Company will require that the sub-processor maintains, at a minimum, commercially reasonable data practices for maintaining the confidentiality and security of Customer Content and preventing unauthorized access. Company will be responsible for the acts and omissions of its sub-processors to the same extent that Company would be responsible if Company was providing the SaaS Software.

- 6.3. State Privacy Laws. To the extent that Customer Content contains “personal information” that is subject to the California Consumer Privacy Act of 2018, its implementing regulations, and any amendments thereto (collectively, the “CCPA”), or any other substantially similar state privacy laws, Company agrees that it will comply with all such laws and process such personal information as a service provider (as defined under the CCPA) and will not (a) retain, use or disclose personal information for any purpose other than the purposes set out in this Agreement and/or as permitted by the CCPA; or (b) “sell” (as defined and understood within the requirements of the CCPA) personal information.
- 6.4. PCI-DSS Provisions. Customer acknowledges and agrees that (a) Customer is responsible for protecting credit card information under the Payment Card Industry Data Security Standard (“PCI-DSS”); (b) Company is not and will not be responsible for ensuring that Customer’s business adheres to PCI-DSS; and (c) Customer will be exclusively responsible for complying with all policies, rules, regulations, and procedures required by the credit card companies, banks, and/or payment processors.
- 6.5. Data Protection Laws. To the extent that Company’s provision of the Software involves the processing of Personal Data under applicable data protection law, the parties agree that Customer will be deemed to be the Data Controller, and Company will be deemed to be the Data Processor, as those terms are understood under the applicable data protection law. For the purposes of this Agreement, the term “Personal Data” means any information relating to an identified or identifiable natural person where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.
- 6.6. Privacy Laws. Company acknowledges that Customer Content which includes Personal Data may be protected from disclosure by provincial, state and or federal law. Company agrees to only retain, use and disclose such data for the purposes of fulfilling its duties under this Agreement and to keep all such data to which it has access in the performance of this Agreement in a secure manner and disclose it only on direction by Customer.

7. CONFIDENTIALITY.

- 7.1. “Confidential Information”. Confidential Information means all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Company’s Software, Documentation and any related intellectual property rights, and the terms and conditions of the Agreement will be deemed Confidential Information of Company without any marking or further designation. Confidential Information will not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third

party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

7.2. Restrictions on Disclosure and Use. Each party (as “Receiving Party”) will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the “Disclosing Party”) for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party will, to the extent legally permitted, provide Disclosing Party with advance written notification, and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

8. WARRANTIES.

8.1. Company provides the Professional Services using a commercially reasonable level of care, and warrants that the Software will materially conform to its Documentation under normal use. Company’s entire liability and Customer’s exclusive remedy under this warranty will be, at Company’s sole option and subject to applicable law to provide conforming Software or Professional Services, or to terminate the non-conforming Software or Professional Services, and provide a pro-rated refund of any prepaid fees from the date Customer notifies Company of the non-conformance through the end of the remaining term of the applicable Order. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT REPRESENT OR WARRANT THAT (i) THE USE OF THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (ii) THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE WILL MEET CUSTOMER’S SPECIFIC REQUIREMENTS. See Exhibit C for Hardware warranty provisions.

8.2. Use of the Software may be available through a compatible mobile device, internet access, and may require third party software. Customer agrees that Customer is solely responsible for these requirements, including any applicable changes, updates and fees, as well as the terms of Customer's agreement with Customer's mobile device and telecommunications provider. COMPANY MAKES NO WARRANTIES OR REPRESENTATION OF ANY KIND, EXPRESS, STATUORY OR IMPLIED AS TO

(I) THE AVAILABILITY OF INTERNET OR TELECOMMUNICATION SERVICES FROM CUSTOMER'S THIRD PARTY PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION, (II) ANY LOSS, DAMAGE OR OTHER SECURITY INTRUSION OF THE INTERNET OR TELECOMMUNICATION SERVICES, AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTING CONNECTED WITH THE SERVICES. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

8.3. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD IT LIABLE, FOR THE CONDUCT OF CUSTOMER'S THIRD-PARTY SERVICE PROVIDERS, AND THAT THE RISK OF INJURY FROM SUCH THIRD-PARTY SERVICES RESTS ENTIRELY WITH CUSTOMER.

8.4. No Liability in Connection with Data Accessed Through the Software. Company will not have any liability for damages or issues resulting from the data or other information accessed by Customer or Users through the Software, including any damage to User's computer systems or loss or corruption of data caused by computer viruses contained in such accessed data or information.

9. INDEMNIFICATION.

9.1. Company Indemnity. Company will defend Customer against any third-party claim alleging that any of the Software infringes upon any patent or copyright, or violates a trade secret of any such third-party ("IP Claim"), and will indemnify Customer against any reasonable attorney's fees, court costs, and damages finally awarded, or agreed to by Company in settlement with respect to any IP Claim. This Section 9.1 describes Company's sole obligations in the event of an IP Claim, and Customer's sole remedies. Customer will promptly notify Company of any IP Claim and cooperate with Company in defending the IP Claim. Company will reimburse Customer for reasonable out-of-pocket expenses incurred in providing any cooperation or assistance. Company will have full control and authority over the defense and settlement of any IP Claim, except that any settlement requiring Customer to admit liability requires prior written consent, not to be unreasonably withheld or delayed.

9.1.1. If (i) Company becomes aware of an actual or potential IP Claim, or (ii) Customer provides Company with notice of an actual or potential IP Claim, Company may (or in the case of an injunction against Customer, will), at Company's sole option and determination: (a) procure for Customer the right to continue to use the Software; or (b) replace or modify the Software with equivalent or better functionality so that Customer's use is no longer infringing; or (c) if (a) or (b) are not commercially reasonable, terminate provision of the Software and refund to Customer any pre-paid Software fees for any periods after the termination of Customer's use of the Software, less any outstanding moneys owed by Customer to Company.

9.1.2. The obligations in Section 9.1 do not extend to (i) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Software with other products, software or services not provided by Company; (ii) any IP Claim related to any Customer Content, or (iii) any IP Claim related to any use or exercise of any other right in respect to the Software outside the scope of the rights granted in this Agreement.

9.2. Customer's Indemnity. Unless prohibited by applicable law, Customer will defend Company against any third-party claim resulting from a breach of Sections 2.6 or 5.2 or alleging that any of the Customer Content infringes upon any patent or copyright, or violates a trade secret of any party, and Customer will indemnify Company against reasonable attorney's fees, court costs, damages finally awarded, or settlement amounts agreed to by Customer with respect to any such claim. Company will promptly notify Customer of any claim and cooperate with Customer in defending the claim. Customer will reimburse Company for reasonable expenses incurred in providing any cooperation or assistance. Customer will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring Company to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) Company may join in the defense with its own counsel at its own expense.

10. LIMITATION ON LIABILITY.

10.1. LIMITATION ON LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY PUNITIVE, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR COVER DAMAGES, OR LOSS, OR DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, OR (iv) CUSTOMER'S LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

10.2. LIMITATION ON AMOUNT OF LIABILITY. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 9; OR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SOFTWARE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. The foregoing does not apply to Customer's obligation to pay any undisputed fees and other amounts due under this Agreement.

11. COMPLIANCE WITH LAWS. In connection with the performance, access and use of the Software under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, data protection and anti-bribery laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Further, Customer will not permit its Users to access or use any Software in a U.S. embargoed country or in violation of any U.S. export law or regulation. Notwithstanding any other provision in the T&C, Company may immediately terminate the Agreement for noncompliance with applicable laws. Company represents that it and its Affiliates have taken reasonable precautions to reduce the risks of modern slavery practices (such as forced labor, child labor, wage exploitation and similar practices) in its operations and supply chain.

12. SUSPENSION OF SAAS SOFTWARE. Company reserves the right to suspend the SaaS Software or restrict access or functionalities if (a) Company reasonably believes that Customer, Customer's Affiliates or Users have materially violated this Agreement, or (b) Company reasonably determines that the security of the SaaS Software or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities. Unless legally prohibited, Company will use commercially reasonable efforts to notify Customer when taking any of the foregoing actions. Company will not be liable to Customer, Customer's Affiliates or Users or any other third party for any such suspension or reduced functionality.

13. ADDITIONAL TERMS.

13.1. Third-Party Products. The Software may provide the capability for Customer to link to or integrate with third-party software, sites, services, or applications separately accessed by Customer and not purchased from Company ("Third-Party Products"). Company is not responsible for such Third-Party Products. Customer has sole discretion whether to purchase or connect to any Third-Party Products and its use is governed solely by the terms for such Third-Party Products. Unless otherwise specified, Company and its contractors, suppliers, and licensors disclaim all warranties, express or implied, and all liability for any such Third-Party Products, including Third-Party Software Company has sold to Customer.

13.2. Dispute Resolution. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it will provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within 30 days after such notice, knowledgeable executives of the parties will hold at least one meeting (in person or by video or teleconference) for the purpose of attempting, in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation, or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section will not apply to claims subject to indemnification under Section 9 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

- 13.3. Limitation on Bringing Claims; No Jury. By entering into this Agreement, each party is waiving the right to a trial by jury. Any claim arising out of this Agreement must be brought, if at all, within two years of the claim arising. Customer may only resolve disputes with Company on an individual basis and Customer agrees not to bring or participate in any class, consolidated, or representative action against Company or any of its employees or Affiliates.
- 13.4. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the Province of British Columbia. Each party agrees to the personal and exclusive jurisdiction of and venue in the federal and state courts located in British Columbia.
- 13.5. Assignment. Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which will not be unreasonably withheld, except that either party may assign the Agreement to an Affiliate, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates without prior written consent. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.
- 13.6. Notices. Notices must be sent by personal delivery, overnight courier, or registered or certified mail. Company may also provide notice to the email last designated on Customer's account, electronically via postings on Company's website, in-product notices, or via its self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to Company at 16 W. Martin Street, Raleigh, NC 27601, Attn: Contract Admin, with a copy to the attention of the Revenue Department at the same address; e-mail: revenue@cordance.co, and for notices related to legal matters, to legal@cordance.co. Company will send notices to the address last designated on Customer's account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.
- 13.7. Entire Agreement; Order of Precedence. This Agreement, including any applicable Order(s), sets forth the entire agreement between Customer and Company relating to the Software and/or Professional Services and/or hardware and/or supplies and supersedes all prior and contemporaneous oral and written agreements, except as otherwise expressly permitted. If there is a conflict between any of the above referenced documents, the conflict will be resolved in the following order: the Order, and any attachments to an Order, and the T&C. No modification of or amendment to the Agreement will be effective unless mutually agreed in writing.
- 13.8. General Terms. If any term of the Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in the Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third-party beneficiary or have the right to modify the Agreement or to make commitments binding on Company. Failure to enforce any right under the Agreement will not waive

that right. The Agreement may be agreed to online or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g., natural disasters, epidemics, pandemics, terrorist activities, activities of third-party service providers, labor disputes, and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.

13.9. Beta Services. Company may offer Customer access to beta services that are being provided prior to general release ("Beta Services"). Customer understands and agrees that the Beta Services may contain bugs, errors and other defects, and use of the Beta Services is at Customer's sole risk. Customer acknowledges that its use of Beta Services is on a voluntary and optional basis, and Company has no obligation to provide technical support and may discontinue provision of Beta Services at any time in its sole discretion and without prior notice to Customer. These Beta Services are offered "AS-IS", and to the full extent permitted by applicable law, Company disclaims any liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise. If Customer is using Beta Services, Customer agrees to receive related correspondence and updates from Company and acknowledges that opting out may result in cancellation of Customer's access to the Beta Services. If Customer provides Feedback about the Beta Services, Customer agrees that Company owns any Feedback that Customer shares with Company. For the Beta Services only, this Section supersedes any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict. When, if at all, Company releases a Beta Service for general availability, it is no longer a "Beta Service" and is treated as a part of Software for all purposes under this Agreement (including the payment of applicable additional fees).

Exhibit A

SOFTWARE SUPPORT SERVICES

1. Support Services requests are categorized as follows:

a. Severity 1: Critical Business Impact (Emergency). The impact of the reported Software deficiency is such that Customer is unable to use the Software. Company will make its best efforts to respond to Customer's request for support services confirming receipt of such request within 2 (two) hours. If the Software deficiency cannot be remedied within a reasonable time frame, Company will provide a temporary workaround that will enable Customer to continue using the Software substantially as originally contemplated. Company will continue making its best efforts to correct the Software deficiency as soon as reasonably practicable. Support services requests must be exclusively made via phone at 1.888.927.2399, or via email at support@secureretail.ca or at any other email address or phone number to be informed in writing by Company. Progress updates can be viewed at Company's secure portal. Access to Company's secure portal will be provided by Company to Customer upon Customer's written request.

b. Severity 2: Critical Business Impact (Non-emergency). The impact of the reported Software deficiency is such that Customer can still use the Software. Company will make its best efforts to: (i) respond to Customer's request for support services confirming receipt of such request within 4 (four) hours; and (ii) correct the Software deficiency as soon as reasonably practicable. Support services requests must be exclusively made via phone at 1.888.927.2399, or via email at support@secureretail.ca or at any other email address or phone number to be informed in writing by Company. Progress updates can be viewed at Company's secure portal. Access to Company's secure portal will be provided by Company to Customer upon Customer's written request.

2. Customer authorizes Company to interact remotely with the Software, at any time and from time to time, to test, troubleshoot, support, update such Software, and/or analyze the use of the Software.

EXHIBIT B

REPORT CENTER SERVICES

1. Report Center Services exclusively include (a) provision and publishing of standard and/or customized reports, as agreed in an Order; (b) support in case of reports malfunctioning; and (c) training on how to access and view reports.

2. Company will render Reporting Center Services remotely and during weekdays.

3. Company may develop updates to the design, display, and/or layout of the reports but Company will not be obliged to provide Customer with any such updates or with any report that Company may offer to other customers.

4. Nothing contained in the Agreement will be construed as granting or conferring any intellectual property rights in the look and feel/design of the reports to Customer and Customer will no longer be able to use any report after expiration or termination of the Agreement.

5. Customer acknowledges and agrees that the reports and/or the data contained therein may not be available at all times and may contain inaccuracies. Company will not be liable to Customer for (a) any unavailability of a report or any data therein; (b) any inaccuracy in the data contained in a report; and/or (c) the utilization by Customer of any report or the data contained therein.

6. Customer acknowledges and agrees that it must acquire, at its own cost, Microsoft Power BI licenses to access and view the reports. If Customer purchases the Power BI licenses through Microsoft 365 or TechSoup Global Network or a different Microsoft reseller, Customer must acquire one Power BI license for each user of Power BI as designated by Customer and one license for Company with the relevant administrator permissions and an email account under the Customer's Microsoft tenant name. If Customer purchases the Power BI licenses through Company, the latter will provide Customer with a quote for as many licenses as Customer needs and related costs, including the license for Company. If Customer fails to purchase such Power BI licenses, Company will not be obliged to render the Reporting Center Services.

EXHIBIT C

HARDWARE SALES TERMS

1. Transfer of Ownership and Shipping

1.1. Company does not manufacture any hardware and solely acts as a reseller of all hardware purchased under the Agreement (“Hardware”). Company does not guarantee availability of Hardware and/or Supplies during the term of the Agreement. Customer acknowledges and accepts that all sales of Hardware are subject to Company’s then-current written return policies.

1.2. Title to the Hardware and risk of loss or damage passes from Company to Customer upon delivery, unless Customer directly contracts shipping and handling, in which case risk of loss or damage will pass to Customer upon shipment. Customer hereby grants a security interest in the Hardware to Company as a guarantee for the payment of the Hardware’s total price.

1.3. Until Customer pays the full price of the Hardware as shown on the applicable Order, Customer will: (a) not allow any other liens or encumbrances to attach to the Hardware, and (b) insure the Hardware at its expense against loss or damage for its total value with loss payable to Company. If Company terminates the Agreement before Customer has paid the full price for the Hardware, Company may take immediate possession of the Hardware, with or without demand or further notice and without legal process. Customer authorizes Company to enter upon the premises wherever the Hardware is located and remove it. Customer will reimburse Company for any reasonable expenses for repossessing and transportation of any Hardware. Upon Company taking possession of any Hardware, Company may sell, lease, or otherwise dispose of it.

1.4. Unless otherwise agreed in an Order, Company will charge Customer for: (a) Hardware shipping and handling costs; and (b) travel costs incurred by Company’s employees visiting one or more Customer’s stores to install the Hardware, including reasonable transportation, accommodation, and meals expenditures.

2. Warranties

2.1. Below are the warranties currently provided by the applicable hardware manufacturer regarding their Hardware (“Warranties”):

| | Hardware | Warranty Period |
|----|---|---|
| 1. | New Partnertech POS Terminal | 5-year warranty from the date of completed installation at the store. |
| 2. | Barcode Printer | 1-year warranty from the date of completed installation at the store. |
| 3. | Batch Scanner | 1-year warranty from the date of completed installation at the store. |
| 4. | Uninterruptible Power Supply and Heavy-Duty Surge Protection | 1-year warranty from the date of completed installation at the store. |
| 5. | POS peripherals, including Scanners, Cash Drawers, Receipt printers, and Displays | 1-year warranty from the date of completed installation at the store. |

2.2. The Warranties are limited to repairing or replacing defective Hardware or parts, at the manufacturer’s sole discretion. A full description of the manufacturer’s Warranties can be provided upon request.

2.3. For the convenience of our customers, Company provides warranty claim services (“Warranty Services”) as described below:

- a. Customer may be charged for a replacement if the defective Hardware or part is not returned to Company within 30 calendar days as of the delivery of the replacement. To qualify for a Warranty Service, any claims made by Customer must include the Hardware’s serial number, store location, and a description of the failed Hardware and the deficiency involved.
- b. Defective Hardware and parts will become property of manufacturer upon delivery of replacements to Customer; provided, however, that risk of loss for any defective Hardware will pass to Company upon its delivery to Company.
- c. If Customer uses: (i) labels, tags, paper rolls and/or ribbons (“Supplies”) not supplied by Company in any Hardware; or (ii) Supplies in the incorrect Hardware, the respective Warranty will become void, provided the relevant failure or malfunction of the Hardware was caused by any of the situations described in (i) or (ii) above. If Company agrees to repair or replace Hardware that is failing or malfunctioning due to any of the circumstances described in (i) or (ii) above, such repair or replacement will be at Customer’s expense.

3. Transactions Processing

Company will not be liable for, and Customer will indemnify, defend, and hold Company harmless from any and all claims arising from, or in relation to, any cancellation, rejection, decline, and/or error of, or in relation to, any transaction processed with any application, including but not limited to transactions processed offline, whether Customer uses a payment terminal and/or any other Hardware provided by Company or not, and regardless of the cause of such cancellation, rejection, decline, and/or error. Customers acknowledges and agrees that the parties can only agree on the limits to the number of transactions, the Dollar amount per transaction, and the aggregate Dollar amount of the totality of the transactions that can be processed offline if Customer operates with a payment processor referred by Company.