FIVE NINES DIGITAL INC.
SOFTWARE ACCESS TERMS AND CONDITIONS ("**TERMS**")

These Terms apply to the Order (as defined in Section 1.1 below) referencing you as Customer ("**Customer**" or "**You**") and Five Nines Digital Inc. ("**Supplier**" or "**Us**") and these Terms, and are effective as of the date the Order is signed by both parties ("**Order Date**"). The Terms together with the Order constitute the "**Agreement**".

1.   Definitions and Interpretation

1.1   The definitions in this clause apply to the Agreement:

Confidential Information: has the meaning given in clause 6.1.

Claim: has the meaning given in clause 9.2.

Customer Terms: means Customer's standard terms of sale for its goods and services which it makes available to its customers.

Deposit: means an appropriate sum of money held as security against Customer's obligations under this Agreement.

Documentation: means the documentation and online materials made available by us to you in conjunction with the Software.

Fees: means any fees payable under an Order and this Agreement (including Subscription Fees, Professional Service Fees, Payment System Fees or Payment Terminal Fees).

Subscription Fees: the fee payable by you to us for access to the Software under an Order.

Initial Term: has the meaning given in clause 2.2.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, and service marks, trade names and domain names, trade dress, goodwill, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered and including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Permitted Venue: the venues of Customer for which the Software may be used as agreed with Supplier in the Order for which Customer pays the Subscription Fee. For clarity, a "Permitted Venue" refers to each specific physical location listed in the Order.

Payment System: a feature of the Software that enables Customer to accept payments from its customers through the Software, subject to Customer's separate terms of sale with its end users. The Payment System, which Customer may opt to use, is further described at *https://www.try.be/pay-terms*, and Customer shall pay the applicable Payment System Fee for its use.

Payment System Fee: the fee payable by Customer to Supplier for the Payment System feature of the Software as set out in the Order.

Payout Dates: the payout schedule set forth in the Order pursuant to which Supplier will remit to Customer amounts collected from Customer's end users through the Payment System, net of all fees, chargebacks, assessments, and other deductions authorized under this Agreement (each, a "**Payout**").

Payment Processor: the third-party payment services provider(s) that process transactions initiated through the Software, including Adyen and any of its affiliates or partners.

Payment Terminal: a device designed to submit point-of-sale (POS) transactions to the Payment Processor by reading the relevant data on the card, registering the approval of the card holder for the transaction, encrypting the payment details and sending them via the public internet to such processor for processing.

Payment Terminal Fees: the monthly fee as set out in the Order payable by Customer to Supplier in relation to a Payment Terminal.

Premium Features: means any additional feature to the Software that Supplier has agreed to provide to Customer in accordance with the terms of an Order.

Professional Services means the customization, development, implementation and/or training services as defined in an Order.

Professional Service Fees: means the fees payable by Customer in respect of the Professional Services as set out in an Order.

Order: the order form signed by You and Us setting out the applicable payment provider, fee details (including the Subscription Fee, Professional Service Fees and any Payment System Fees), and the Permitted Venues which may use the Software, and any supporting documentation issued by Supplier.

Representatives: has the meaning given in clause 6.3.

Software: the Supplier's proprietary computer program, referred to as 'Trybe', which enables a Customer to manage and process customer bookings via the Website, carry out their inventory management, sell retail products, manage membership databases, sell memberships, and report on the Customer's business.

SLA: the online service level agreement referenced in the Order, which sets forth Supplier's service availability targets, support response and resolution times, scheduled maintenance practices, and any associated service credits. The SLA forms part of this Agreement only with respect to such performance metrics.

Support Services: the provision of technical advice and assistance on the Software to Customer by Supplier in accordance with the SLA.

Term: the Initial Term and such further extended terms of use of the Software as provided in and in accordance with clause 2.2.

Taxes: any sales, use, excise, gross receipts or similar taxes imposed by U.S. federal, state, or local authorities, excluding taxes based on Supplier's net income.

Website: Supplier's website, www.try.be, through which the Software is accessed.

1.2	Unless the context otherwise requires: (i) words in the singular shall include the plural and in the plural shall include the singular; (ii) a reference to any law, statute, regulation, or other legal requirement includes all amendments, modifications, and any successor provisions thereto; and (iii) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
1.3	A person includes a natural person, corporation, limited liability company, partnership, joint venture, association, trust, or other legal or organizational entity, and that person's personal representatives, successors and permitted assigns.

2. Right of Access

2.1	In consideration of the Fees paid by the Customer to the Supplier, the Supplier grants to the Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Software and the Documentation for the Term, solely for Customer's internal business operations at the Permitted Venues, and subject to the Order and this Agreement.
2.2	The initial term of the Agreement is three (3) months from the Order Date set out in the Order (**Initial Term**). The Customer may terminate the Agreement after the Initial Term by providing to the Supplier not less than fourteen (14) days written notice of termination prior to the expiry of the Initial Term. If the Customer does not terminate the Agreement thus at the end of the Initial Term, the Agreement will automatically continue for another nine (9) months commencing on the day after the end of the Initial Term. The Customer may then terminate the Agreement after this nine (9) month period by giving the Supplier not less than fourteen (14) days written notice of termination prior to the expiry of the nine (9) month period and if the Customer does not terminate the Agreement at the end of such period, the Agreement will automatically renew for additional twelve (12) month periods until terminated by either party giving not less than fourteen (14) days written notice of termination to the other prior to the expiry of the then current twelve (12) month period, to take effect on the end of the then current twelve month period. This clause is without prejudice to the parties' rights of termination under clause 11 (Termination).
2.3	Customer may access the Software via the Website and using an assigned username and password which Supplier shall provide and which is strictly for the use of designated employees of the Customer for the Permitted Venues only. There are no restrictions on the number of Customer's employees at a Permitted Venue who can access the Software or the day or times the Software may be accessed by a Permitted Venue. The Customer shall use the Software only for its internal business purposes at the Permitted Venue(s), for processing customer bookings and associated tasks for such Permitted Venue(s).
2.4	The Customer may not use the Software other than as specified in clause 2 without the prior written consent of the Supplier and the Customer acknowledges that additional fees may be payable on any change of use or increase in Permitted Venues approved by the Supplier.
2.5	Except as expressly permitted in this Agreement or under applicable law, the Customer undertakes:

2.5.1	not (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, or create derivative works based on the whole or any part of the Software or Documentation nor attempt to do any such thing;
2.5.2	not to rent, lease, sublicense, loan, translate, merge, vary or modify the Software or Documentation;
2.5.3	not permit the Software or any part of it to be combined with, or become incorporated in, any other software or programs;

| 2.5.4 | to keep access to the Software and Documentation secure and to maintain accurate and up-to-date records of the number and locations of all access rights to the Software at each Permitted Venue; and |

2.5.5 to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Agreement.

2.6 Customer agrees that it is liable for the acts and omissions of each authorized user/staff member, as though those acts and omissions were those of the Customer.

2.7 The Customer shall not, without the prior written consent of the Supplier, sublicense, assign, or transfer its rights or obligations under this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, except that Customer may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, upon written notice to Supplier.

2.8 The Supplier may at any time sublicense, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement, provided it gives written notice to the Customer.

2.9 The Customer shall notify the Supplier as soon as it becomes aware of any unauthorized use of the Software by any person.

2.10 Supplier shall provide Support Services in accordance with the SLA. Supplier may access Customer's data stored in the Software solely for purposes of providing Support Services and generating non-identifiable and aggregated statistical analysis. The Supplier shall not alter any Customer data except to the extent required to provide the Software or Support Services or share, sell or pass on Customer data to any third parties and any customer data collected on the Customer's booking widget or added to the Software is solely the property of the Customer.

2.11 Except as otherwise set out in this Agreement, Supplier expressly reserves all rights to the Software, including without limitation, to publish, duplicate, process, use or exploit the Software.

3. Professional Services.

3.1 Professional Services will be performed with due skill, care and ability in accordance with good industry practice, applicable laws and using appropriately trained personnel. Supplier does not warrant any particular business results or outcomes unless expressly stated in the applicable Order.

3.2 The performance of the Professional Services is contingent on Customer (i) meeting any dependencies set out in an Order, (ii) making decisions and providing information as necessary for Supplier to be able to provide the Professional Services, and (iii) allowing Supplier such access to its facilities, equipment and data as is reasonably required to provide the Professional Services.

3.3 If any assumptions set out in an Order prove to be materially incorrect or Customer fails to comply with any of its obligations under this Agreement upon which the performance of the Professional Services is premised, Supplier may make a reasonable adjustment to the Professional Services Fees and/or delivery dates for any affected Professional Services.

3.4 Where applicable, the acceptance process for Professional Services shall be set out in the Order. Any acceptance tests and criteria shall be objective and based on agreed scenarios and agreed results with a view to demonstrating that the Professional Services materially conform to the Order. Customer must notify Supplier within ten (10) days of provision of the Professional Services if it does not believe Professional Services materially conform to their specifications, or else such Professional Services shall be deemed accepted.

3.5 In the event that Professional Services do not meet any acceptance tests as set out in an Order, Customer shall grant Supplier a reasonable period of time in which to correct any non-conforming Professional Services at no cost to Customer. Where Supplier corrects such non-conforming Professional Services within this time frame, then this shall be Customer's sole and exclusive remedy in respect of such non-compliance.

3.6 Any amendments or additions to the Professional Services, including scope and Professional Services Fees will only be valid if agreed in writing and executed by both Parties in the applicable Order.

4. Fees

4.1 Unless otherwise set out in an Order, Customer shall pay the Subscription Fees on an annual basis, by ACH, credit card, or another payment method approved by Supplier in U.S. Dollars (USD). All Fees are non-refundable except as expressly stated in this Agreement. For Professional Services Fees (if applicable), unless otherwise set out in an Order, Customer shall pay fifty percent (50%) on the Order Date and the remaining fifty percent (50%) upon completion of the Professional Services following Supplier's issuance of an invoice. Supplier may apply Payment System Fees directly against amounts processed through the Payment System on Customer's behalf and will provide Customer with an invoice or corresponding transaction statement for such fees. Payment Terminal Fees will be billed monthly in arrears and may be deducted from any Payout or invoiced directly to Customer. Customer is solely responsible for all chargebacks, fines, assessments, and other fees imposed by the applicable payment processor arising from Customer's transactions through the Payment System.

4.2 Supplier may increase the Subscription Fees not more than once in any six (6) month period. Supplier will provide Customer with at least thirty (30) days' prior written notice of any such increase. If the increase is not acceptable to Customer, Customer may terminate the Agreement effective as of the end of the then-current Term by providing written notice of non-renewal prior to the effective date of the proposed increase. Customer acknowledges that Payment System Fees may be increased by the applicable payment provider from time to time and agrees that Supplier may pass through such increases, provided Supplier uses reasonable efforts to notify Customer in advance.

4.3 If Customer elects to rent a Payment Terminal under an Order, Customer acknowledges that Payment Terminal Fees may increase to reflect increases imposed by the applicable payment terminal provider or payment processor. Supplier will use reasonable efforts to provide Customer with advance notice of any such increases.

4.4 All Fees and other sums payable under this Agreement are exclusive of any applicable sales, use, GST/HST, VAT, and similar taxes, for which the Customer shall be responsible. Supplier shall be responsible for taxes based on its income.

4.5 If the Customer fails to make any payment due to the Supplier under the Agreement by the due date for payment, then, without limiting the Supplier's remedies under the Agreement, the Supplier may charge interest on the overdue amount at the lesser of (a) one and one-half percent (1.5%) per month, or (b) the maximum rate permitted by applicable law. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment, The Customer shall pay the interest together with the overdue amount.

4.6 If Customer's internal processes require a purchase order or purchase order number to be submitted with an invoice, Customer

shall provide to Supplier such purchase order and/or purchase order number with the signed Order. Payment of invoices shall not be delayed or withheld by Customer due to Customer's internal ordering processes or formalities, including the requirement and/or failure to provide a purchase order number.

4.7 Where approved by Customer in advance (including under an Order), the Customer will reimburse Supplier for all reasonable travel, subsistence and other expenses incurred by Supplier's staff and contractors in providing Professional Services to Customer.

5. Terms relating to the Payment System

5.1 The Payment System operates using Adyen, a third-party service provider for payment services. Your use of the Payment System Adyen through our Software is subject to your acceptance of the Adyen terms and policies, including but not limited to the AfP Terms and Conditions (https://www.adyen.com/legal/terms-and-conditions-adyen-for-platforms) and the Adyen Prohibited and Restricted Products and Services list (https://www.adyen.com/legal/list-restricted-prohibited) as such links may be modified and updated from time to time. As a condition of enabling payment processing services, Customer agrees to provide accurate and complete information about Customer and its business, including information required for identity verification, underwriting, and know-your-customer ("KYC") purposes. Customer authorizes Supplier and the applicable Payment Processor to share any information or payment instructions provided by Customer to the extent necessary to process transactions initiated through the Software. Supplier has no liability to Customer if Customer fails to satisfy any onboarding, underwriting, risk review, or KYC requirements imposed by a Payment Processor. Supplier may suspend or terminate Customer's access to the Payment System, or terminate this Agreement, if Customer fails to satisfy such requirements.

5.2 Customer is solely responsible for (i) all chargebacks associated with Customer's transactions, and (ii) any fines, fees, assessments, penalties, taxes, or other charges imposed on Supplier by a Payment Processor or card network in connection with Customer's transactions (collectively, "**Assessments**"). Each Assessment is immediately due and payable by Customer. Customer shall indemnify and reimburse Supplier on demand for any loss, cost, or liability incurred by Supplier in connection with any Assessment, without limiting Supplier's right to deduct or set off such amounts from any Payout.

5.3 Subject to Customer's compliance with this Section 5, Supplier will remit to Customer the amounts owed to Customer under this Agreement on or before the Payout Dates specified in the Order, less any Assessments or other amounts due to Supplier under this Agreement.

5.4 Supplier may suspend or limit Customer's ability to issue refunds through the Software if Supplier determines, in its reasonable discretion, that Customer is generating an excessive number of chargebacks, poses a financial or operational risk, or violates any Payment Processor policy. Supplier will notify Customer of any such suspension or limitation and, where practicable, provide information regarding the reasons for the action and any steps that may allow Customer to address the underlying issue.

5.5 Supplier reserves the right to periodically assess Customer's financial condition for purposes of managing Payment Processor or operational risk. Upon Supplier's reasonable request, Customer shall provide recent financial statements or other documentation reasonably necessary for Supplier to evaluate Customer's financial solvency, including:

5.5.1 recent quarterly or year-to-date financial statements; and

5.5.2 the most recent annual financial statements or other equivalent information.

5.6 If Supplier determines, acting reasonably, that Customer's financial condition or transaction activity poses a risk to Supplier or to any Payment Processor, Supplier may (a) require Customer to provide a deposit or reserve as security (a "Deposit"); (b) adjust the Payout Dates as a risk-mitigation measure; and/or (c) terminate this Agreement upon written notice. Supplier will notify Customer in writing of any such action.

5.7 Any Deposit held by Supplier may be retained for up to ninety (90) days following termination of this Agreement, or for such longer period as may be required by the Payment Processor to cover potential chargebacks or Assessments.

5.8 Customer authorizes Supplier to offset, deduct, or otherwise recover any amounts owed by Customer under this Agreement (or under any other agreement between Customer and Supplier) against any Payout or other funds held or processed by Supplier on Customer's behalf. Supplier may exercise this right at any time, with or without notice to Customer.

5.9 Customer shall maintain legally compliant terms of sale and a privacy policy governing Customer's end users, which accurately describe Customer's fees and payment terms, identify that payments are processed by third-party payment processors, and describe Customer's collection and transfer of personal data to Supplier and to the Payment Processor. Customer shall provide Supplier with links to such terms and policies upon request. Supplier disclaims all liability to Customer or Customer's end users arising from Customer's failure to maintain compliant terms, disclosures, or policies.

6. Confidentiality

6.1 Except as permitted by clause 6.2, each party undertakes that it shall not at any time during the Term and for a period of two (2) years after termination or expiration of this Agreement disclose to any third party any confidential information disclosed to it by the other party; provided, however, that each party shall maintain the confidentiality of any trade secrets of the other party for so long as such information remains a trade secret under applicable law. **"Confidential Information"** includes, without limitation, information relating to the business and/or affairs of the other party, including information relating to a party's operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data, and any other information which, when provided by one party to the other: a) is clearly identified as "Confidential" or "Proprietary" or marked with a similar legend; b) is disclosed orally or visually, identified as Confidential Information at the time of disclosure, and confirmed as Confidential Information in writing; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. Supplier Confidential Information includes without limitation the Software, the Documentation, and all non-public information relating to the Software's design, structure, and functionality.

6.2 Each party agrees that it shall take all reasonable measures to protect the confidentiality of, and avoid disclosure or use of, Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under the Agreement. Such measures shall include, but not limited to, at least the same degree of care the receiving party uses to protect its own similar confidential information, but in no event less than reasonable care. Each party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party which may come to the receiving party's attention.

6.3 Each party and its group companies may disclose the other party's Confidential Information to its employees, officers, agents,

consultants, legal and financial advisors, or sub-contractors (**Representatives**) who need to know such information for the purposes of carrying out its obligations under this Agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 6; and as may be required by law, court order or any governmental or regulatory authority. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause.

6.4   Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party or are to be implied from this Agreement. In particular, no license is hereby granted directly or indirectly under any Intellectual Property Right held, made, obtained or licensable by either party now or in the future.

6.5   Notwithstanding the foregoing, the receiving party shall have no liability to the disclosing party with regard to any Confidential Information which the receiving party can prove:

6.5.1   was in or has entered the public domain at the time it was disclosed through no fault of the receiving party;

6.5.2   was known to the receiving party, without restriction, at the time of disclosure;

6.5.3   is disclosed with the prior written approval of the disclosing party;

6.5.4   was independently developed by the receiving party without any use of the Confidential Information;

6.5.5   becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; or

6.5.6   is disclosed pursuant to an order of a court or other governmental or regulatory body; provided that the receiving party shall, to the extent permitted by law, provide the disclosing party with prompt notice of such court order to permit the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

7.   Limited Software Warranty and Warranty of Customer

7.1   Subject to clause 7.2 and 7.5, Supplier warrants for the Term that the Software will perform as specified in the Documentation, when used in accordance with the Documentation and this Agreement, and that the functionality of the Software will not materially decrease during the Term. For clarity, scheduled maintenance or downtime permitted under the SLA do not constitute a breach of this warranty.

7.2   The Supplier does not warrant:

7.2.1   that the use of the Software will be uninterrupted or error-free;

7.2.2   the performance of the Software outside the scope of the Documentation;

7.2.3   that the Software has been developed to meet the individual requirements of Customer; or

7.2.4   any third-party products, services, integrations, data sources, or application programming interfaces ("APIs") that interoperate with the Software.

7.3   Should a warranty breach occur during the Term and the Customer notifies Supplier with reasonable detail regarding the defect and any information necessary for Supplier to reproduce or diagnose the issue, Supplier will, at its sole option and expense, either (a) repair or replace the Software or the affected component, or (b) if Supplier cannot reasonably repair or replace the Software or the affected component, refund to Customer the pro-rated portion of the prepaid Subscription Fees attributable to the affected Software for the remainder of the Term and terminate Customer's right to use the affected Software. This clause states Customer's sole and exclusive remedy, and Supplier's sole liability, for any breach of the foregoing warranty.

7.4   To the maximum extent permitted by applicable law, the warranties and remedies provided in this clause 7 are exclusive and in lieu of all other warranties, terms and conditions, express, implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, quiet enjoyment, or warranties arising from course of dealing, course of performance, or usage of trade, all of which are, to the maximum extent permitted by applicable law, expressly disclaimed by Supplier.

7.5   In relation to the Payment System which is currently provided by Adyen, Customer acknowledges that the Payment System is provided on an "as is" "as available" basis, without any warranties, express, implied, or statutory.

7.6   The Customer represents and warrants that the person entering into or otherwise accepting this Agreement on behalf of the Customer is duly authorized and has legal capacity to do so. The Customer represents and warrants to the Supplier that its acceptance of this Agreement and the performance of its obligations under the Agreement have been duly authorized and that the Agreement is binding on the Customer and enforceable in accordance with its terms. Customer further warrants that the location management and storage of Payment Terminals are done in accordance with all PCI DSS and other applicable rules and regulations and any instructions or documentation issued by Adyen or Supplier in this respect.

7.7   Supplier is constantly improving and updating the Software and aims to provide new and innovative features and services. Customer shall always have access to the latest version of the Software. Customer acknowledges that Supplier may update or modify certain elements of the Software and introduce new Premium Features as Supplier sees fit, provided that Supplier shall comply with the warranties set out in clause 7.1 for the Term. Nothing in this Agreement obligates Supplier to provide new Premium Features without additional fees unless expressly stated in an Order.

8.   Limitation of Liability

8.1   Subject to clause 8.2: the aggregate liability of Supplier for or in respect of any loss or damage suffered by Customer (whether due to breach of contract, tort (including negligence or otherwise) under or in connection with this Agreement and the use of the Software, Documentation, Professional Services and Support Services shall not exceed the total Fees paid by Customer to Supplier under the applicable Order during the six (6) month period immediately preceding the event giving rise to the claim. For clarity, this limitation applies in the aggregate and not per incident.

8.2   The exclusions in this Section 8 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for: death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents; fraud or fraudulent misrepresentation; or any other liability which may not be excluded by applicable law.

8.3   Subject to clause 8.2, Supplier shall have no liability for any special, incidental, punitive, exemplary, indirect, or consequential damages of any kind arising out of or relating to this Agreement, including without limitation any loss of profits, revenue, anticipated savings, business opportunity, goodwill, or data (including damage to, loss of, corruption of, inaccuracy, or failure to

store data), or for any business interruption, whether or not such damages were foreseeable and whether arising in contract, tort (including negligence), or otherwise.

8.4 Supplier is not responsible for, and disclaims all liability arising from, the delivery of goods or services by Customer to its end users or any other third parties, including any customer service obligations, notifications, handling of consumer complaints, or any other actions or omissions relating to the goods or services offered by Customer or Customer's interactions or relationships with its end users.

9. Intellectual Property and Indemnity

9.1 The Customer acknowledges that all Intellectual Property Rights in the Software and Documentation (and as may be updated from time to time) belong and shall remain with the Supplier and the Customer shall have no rights, title, ownership or interest in or to any Intellectual Property Rights in the Software and Documentation other than the right to use it in accordance with the terms of this Agreement. No Intellectual Property Rights are assigned or transferred to Customer under this Agreement.

9.2 The Supplier undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the proper use of the Software by Customer in accordance with this Agreement infringes the copyright of a third party ("**Claim**") and shall be responsible for any damages awarded against the Customer or agreed upon in settlement by Supplier as a result of or in connection with any such Claim in accordance with the terms set out below. For clarity, this indemnity does not apply to (a) the Payment System, any Payment Processor services, or any third-party products, services, data, or APIs; or to any Claim arising from:

9.2.1 use of the Software (or any part thereof) by the Customer other than in accordance with this Agreement;

9.2.2 use of the Software in combination with any hardware or software not supplied or specified by the Supplier to the extent the Claim would not have arisen but for such combination; or

9.2.3 unauthorized changes to the Software carried out by the Customer, or at the Customer's request;

9.2.4 Customer's use of the Software after Supplier has notified Customer of a modification, replacement, or workaround that would have avoided the Claim;

9.2.5 use of any third-party components, open-source software, or Payment Processor services included in or connected to the Software; or

9.2.6 Customer's failure to use the most current version of the Software if the Claim would have been avoided by use of such version.

9.3 If a Claim is made against the Customer, the Supplier's obligations under clause 9.2 are conditional on the Customer:

9.3.1 as soon as reasonably practicable, giving written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;

9.3.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);

9.3.3 permitting Supplier to control the defense and settlement of the Claim (including selecting counsel) and providing Supplier with reasonable information and assistance for the defense or settlement of the Claim; and

9.3.4 using all commercially reasonable efforts to mitigate any loss, damage or costs related to the Claim.

9.4 If any Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:

9.4.1 procure for the Customer the right to continue using the Software (or any part thereof) in accordance with this Agreement;

9.4.2 modify the Software so that it ceases to be infringing;

9.4.3 replace the Software with non-infringing software; or

9.4.4 if in the Supplier's reasonable opinion none of the options above are commercially feasible, terminate the Agreement immediately by notice in writing to the Customer and refund the pro-rated portion of the Subscription Fees paid by the Customer for the remainder of the Term as at the date of the termination.

9.5 This clause 9 constitutes the Customer's exclusive remedy and the Supplier's only liability in respect of Claims.

10. Data Protection

The parties agree to comply with the provisions of Schedule 1, which sets out the parties' respective obligations with respect to the processing, security, retention, and handling of personal data in connection with this Agreement. Each party will comply with all applicable privacy and data protection laws in performing its obligations under this Agreement.

11. Termination

11.1 Without affecting any other right or remedy available to it, a party may terminate the Agreement with immediate effect by giving written notice to the other party if:

11.1.1 the other party commits a material breach of this Agreement that is incapable of remedy, or, if capable of remedy, fails to cure such breach within thirty (30) days after receiving written notice of the breach;

11.1.2 the other party becomes insolvent, makes an assignment for the benefit of creditors, becomes subject to a petition or proceeding under the U.S. Bankruptcy Code, or is otherwise unable to meet its financial obligations as they become due;

11.1.3 a receiver, trustee, administrator, or similar officer is appointed over the other party or its assets;

11.1.4 any similar insolvency, restructuring, or creditor-protection event occurs under the laws of any applicable jurisdiction; or

11.1.5 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.3 to clause 11.1.4; or

11.1.6 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.2 In addition to its rights of termination under clause 11.1, the Supplier shall be entitled to terminate the Agreement if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default for more than seven (7)

calendar days after being notified in writing to make such payment.

11.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

11.4 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

11.5 On termination for any reason:

11.5.1 all rights granted to the Customer under this Agreement shall cease;

11.5.2 the Customer shall cease all activities authorized by this Agreement;

11.5.3 the Customer shall immediately pay to the Supplier any sums due to the Supplier under this Agreement up to the date of termination; and

11.5.4 the Customer shall immediately destroy or return to the Supplier (at the Supplier's option) all copies of the Software and Documentation in its possession, custody or control and, in the case of destruction, certify to the Supplier that it has done so;

11.5.5 Customer shall return to Supplier any Payment Terminal in its possession within 7 days of termination; and

11.5.6 each party shall return to the other all Confidential Information of the other party.

12. General

12.1 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.2 **Entire Agreement.** This Agreement contains the whole agreement between the parties relating to the subject matter hereof, supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter. Each party acknowledges that, in entering into the Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to the Agreement or not) other than as expressly set out in this Agreement. Each party agrees that the only rights and remedies available to it arising out of or in connection with any such statement shall be for breach of contract as expressly provided herein. For clarity, any terms contained in any purchase order, vendor registration document, procurement portal, or other ordering document issued by Customer are rejected and shall not apply, and no such document shall modify this Agreement, regardless of any failure by Supplier to object to such terms.

12.3 **Amendments.** No variation of this Agreement or an Order shall be effective unless it is amended in writing and signed by an authorized representative of each party. Supplier may update these Terms at any time during the Term by providing 30 days' written notice to Customer, after which such revised Terms shall take effect.

12.4 **Invalidity.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

12.5 **Third Party Rights.** This Agreement is for the sole benefit of the parties and their permitted successors and assigns. No third party shall have any rights to enforce any of its terms.

12.6 **Independent Contractors.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for on behalf of any other party.

12.7 **Non-Solicitation.** The Customer shall not, without the prior written consent of the Supplier, at any time from the date of this Agreement to the expiry of 6 months after termination or expiry of the Agreement, solicit or entice away from the Supplier or employ (or attempt to employ) any person who is, or has been, engaged as any employee, consultant or subcontractor of the Supplier in connection with the Agreement, provided that general solicitations not specifically targeting Supplier's personnel shall not be a breach of this section.

12.8 **Force Majeure.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

12.9 **Notices.** Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by email to the address on the Order or by nationally recognized overnight courier to the physical address specified in the Order. Notices relating to breach, indemnification, or termination must be sent by both email and overnight courier and shall be deemed received on the earlier of (a) confirmation of email transmission, or (b) the next business day after dispatch by courier.

12.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict-of-law principles. Any claim or dispute arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Delaware, and each party hereby consents to the personal jurisdiction and venue of such courts.

12.11 **Marketing.** Customer agrees that Supplier may publish Customer's name and logo in its customer lists, and promotional, marketing and investment materials, in any media. Any use of Customer's name and logo shall be in accordance with the applicable brand guidelines as notified by Customer from time to time. Customer will co-operate with Supplier in producing any press releases or case studies regarding the supply of the Software to Customer and in providing references for Supplier (including taking reference calls from potential customers

SCHEDULE 1
DATA PROTECTION
1. Agreed Terms

1.1. In this Schedule the following words shall have the following meanings:

1.2. "Personal Data Breach" means any unauthorized access to, acquisition of, or disclosure of personal information; or any event that materially compromises the security, confidentiality, or integrity of personal information processed by Supplier on behalf of Customer.

1.3. " Data Protection Laws" means all applicable U.S. federal and state privacy and data protection laws, including the California Consumer Privacy Act ("CCPA/CPRA"), the Colorado Privacy Act ("CPA"), the Virginia Consumer Data Protection Act ("VCDPA"), and any similar U.S. state privacy laws; and, to the extent applicable, the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable Canadian provincial privacy laws, including Quebec Law 25; as well as other foreign data protection laws governing Customer Personal Information.

1.4. "Personal Information" and other corresponding terms (including "Business Purpose," "Service Provider," "Sell," and "Share") shall have the meanings given under applicable Data Protection Laws. Where foreign data protection laws govern specific data, the terms "personal data," "controller," "processor," and "processing" shall have the meanings assigned in those laws. Personal Information includes information subject to PIPEDA and applicable provincial privacy laws in Canada.

2. Supplier as Service Provider / Processor

2.1. Supplier acts as a "Service Provider" (or "Processor," where applicable) and Customer acts as a "Business" (or "Controller," where applicable) with respect to Customer Personal Information processed under this Agreement. Annex 1 describes the categories of Customer Personal Information, data subjects, and processing activities.

2.2. Each party shall comply with its obligations under applicable Data Protection Laws. Customer warrants that it will not instruct Supplier to process Customer Personal Information in a manner that violates Data Protection Laws.

2.3. Supplier will process Customer Personal Information only on Customer's documented instructions, which include Customer's configuration of the Software. Supplier shall not Sell or Share Customer Personal Information. Supplier may process Customer Personal Information in the United States, the United Kingdom, and the European Union (including the AWS EU-West-1 region in Ireland) as necessary to provide the Software or Support Services. Customer acknowledges and agrees that such cross-border processing may occur and that Supplier will implement and maintain appropriate technical and organizational security measures to ensure a level of protection for Customer Personal Information that is consistent with applicable Data Protection Laws, including any required transfer mechanisms.

2.4. Supplier may process Customer Personal Information where required by applicable law, provided Supplier (unless prohibited) notifies Customer prior to such processing.

2.5. Supplier shall ensure that its personnel with access to Customer Personal Information are subject to confidentiality obligations.

2.6. Supplier shall implement and maintain appropriate technical and organizational measures to protect Customer Personal Information against unauthorized access, loss, destruction, or alteration. The security standards in Annex 2 form part of these obligations. Customer agrees that these measures are appropriate given the nature of the processing.

2.7. Supplier may engage subprocessors located in the United States, the United Kingdom, or the European Union to support the provision of the Software and Support Services. Supplier shall notify Customer of new subprocessors, and Customer may object on reasonable grounds within five (5) days. Supplier will impose equivalent data protection obligations on subprocessors and remains responsible for their performance.

2.8. Supplier will, to the extent required by Data Protection Laws, assist Customer in responding to consumer rights requests. Supplier may charge reasonable fees where Customer's requests are unusually burdensome, repetitive, or outside Supplier's normal obligations.

2.9. Supplier shall notify Customer without unreasonable delay and where feasible, within seventy-two (72) hours after becoming aware of a Personal Data Breach affecting Customer Personal Information and shall provide information reasonably required for Customer to meet its regulatory obligations.

2.10. Supplier will assist Customer with any privacy risk assessment required under Data Protection Laws, and may charge reasonable fees for assistance involving unusual burden or complexity.

2.11. Upon termination of the Agreement and upon Customer's written request made within ten (10) days, Supplier shall return or make available for export all Customer Personal Information. Thereafter, Supplier will securely delete such information except to the extent retention is required by law, regulation, or Supplier's documented retention policies, provided that retained information remains subject to the confidentiality and security obligations in this Agreement.

2.12. Supplier shall make available information reasonably necessary to demonstrate its compliance with this Schedule and shall allow for audits no more than once annually upon reasonable written notice, subject to confidentiality protections. Supplier may satisfy audit requirements through third-party certifications (e.g., ISO 27001).

2.13. If Supplier reasonably determines that Customer's instructions violate Data Protection Laws, Supplier shall notify Customer. Supplier is not required to follow instructions it reasonably believes to be unlawful.

ANNEX 1 - DETAILS OF PROCESSING

Supplier processes the following categories of Customer Personal Information solely to provide the Software and Support Services:

- First and last name

- Email address

- Phone number

- Mailing Address

- Date of birth

- Any additional information submitted via Customer's booking or intake forms at Customer's direction.

Customer Personal Information is stored in the AWS EU-West-1 (Ireland) region and may be accessed or processed by Supplier personnel located in the United States, the United Kingdom, or the European Union, as necessary to provide the Software and Support Services. Processing continues for the duration of the Agreement and is for the purpose of providing, maintaining, supporting, and improving the Software and Support Services

ANNEX 2 - SECURITY STANDARDS
Supplier shall maintain security measures consistent with industry standards, including

- ISO 27001:2013 certification
- Information security policies
- Organisation of information security
- Access control and authentication mechanisms
- Encryption of data in transit and at rest
- Secure software development and change management processes
- Physical and environmental security controls
- Incident detection and response procedures
- Business continuity and disaster recovery measures
- Vendor management and supply chain security controls
- Training of personnel in information security and privacy practices