

## **ESCHER SUBSCRIPTION LICENSE STANDARD TERMS**

**THIS IS A LEGALLY BINDING AGREEMENT BETWEEN THE CUSTOMER (THE "LICENSEE") AND ESCHER LEGAL ENTITY ("ESCHER" OR THE "LICENSOR") IDENTIFIED IN THE RELEVANT ORDER FORM. ANY PROVISION OF THE PRODUCTS OR SERVICES BY ESCHER WILL BE DEEMED TO BE ON THESE TERMS AND CONDITIONS UNLESS THEY ARE SPECIFICALLY EXCLUDED IN WRITING AND SIGNED BY ESCHER.**

### **1. PURPOSE**

To set forth terms and conditions under which the Licensee will license certain software solutions and related support, maintenance and professional services from the Licensor, as further described in the Order Form.

### **2. DEFINITIONS**

**Affiliate:** With respect to a Party, any other entity Controlling, Controlled by, or under common Control with such entity. "Control" means direct or indirect (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity, or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity will be deemed an Affiliate only so long as Control exists.

**Agreement:** The agreement between the Licensor and the Licensee which contains (i) the applicable Order Form; (ii) this Standard Terms; and (iii) any applicable Statement of Work.

**Class I Software Defect:** Material software defect which restricts or prevents the proper and ordinary and/or agreed use and functionality of the Licensed Software or a substantial part of the functionality of the Licensed Software.

**Class II Software Defect:** Significant software defect which can also restrict or prevent the proper and ordinary and/or agreed use and functionality of the Licensed Software or a substantial part of the functionality of the Licensed Software, but which can be circumvented by workarounds.

**Class III Software Defect:** Software defect which does not prevent or restrict the proper and ordinary and/or agreed use and functionality of the Licensed Software without the necessity of circumvention by workarounds, such as defects in documentation and cosmetic errors.

**Confidential Information:** All information provided by a Party ("Disclosing Party") to the other Party ("Receiving Party") including software and other technical data, trade secrets, documentation, specifications and information concerning the Disclosing Party's financial information, product plans, customers, business, marketing plans, employees, consultants and other information which is conveyed under circumstances where it would reasonably be expected to be treated as confidential, whether or not it is disclosed in writing or marked as "Confidential".

**Configured Software:** Software or other technology created by the Licensee based on the Licensed Software, as authorised under and in accordance with the terms of this Agreement.

**Consumer Price Index or CPI:** For the purpose of this Agreement, as applicable, the Ireland Consumer Price Index, or the equivalent for the country where the Licensor is registered.

**Customised Software:** Software or other technology created specifically for the Licensee by the Licensor based on the Licensed Software, subject to the terms of this Agreement.

**Data Protection Legislation:** The EU General Data Protection Regulation (EU) 2016/679 ("GDPR") and any other applicable laws relating to the protection of personal data and the privacy of individuals; and "Data Subject", "Controller", "Processor", "Processing" and "Personal Data" have the meaning set out in the Data Protection Legislation in relation to any Personal Data that are Processed under this Agreement.

**Documentation:** Supporting documentation which accompanies the Licensed Software to assist in the use and installation of same.

**Force Majeure:** An act of God, fire, lightning, explosions, flood, insurrection or civil disorder or military operations, pandemic or epidemic, government restraint, expropriation, prohibition or embargo, strikes, lock outs or other industrial disputes, or such other events beyond the reasonable control of a party.

**Intellectual Property Rights or "IPR":** All rights in Intellectual Property including, but not limited to, all such rights now existing or hereafter arising, filed or acquired patents or patent rights, rights associated with works of authorship including copyrights, trademark rights, rights

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relating to the protection of trade secrets and any other intellectual property rights or proprietary rights of any kind throughout the world resulting from activity in the industrial, scientific, technological, scientific, literary or artistic fields, including any and all extensions, renewals or reissues of same and shall include such rights as now exist or are subsequently acquired.

**Licensed Software:** The Licensor's software solution(s) further described in the Order Form. Any use of the term "software" in this agreement shall, unless the context clearly indicates otherwise, refer to the Licensed Software.

**Licensor Software Release Policy:** The Licensor's policy regarding software release and maintenance, which is updated from time to time by the Licensor.

**Maintenance Releases:** Upgrades and new versions other than New Products which the Licensor designates as intended to correct errors, keep the Licensed Software compatible with other products and improve performance without adding significant new functionality or improvements. Maintenance Releases are provided to the Licensee under the Maintenance Services and subject to Licensor Software Release Policy.

**Maintenance Services:** Services related to the provision of defect fixing and Maintenance Releases, as further described in Section 5.1 below and Schedule 1.

**New Products:** Changes or additions to code, documentation, or other product features or components, made at the Licensor's discretion, which the Licensor designates as having significant new functionality or design improvements and which will be priced separately from the Licensed Software and which will not be made available to customers under Maintenance Services or otherwise without additional charges.

**Order Form:** Formal order document signed by the parties which includes the license details and other commercial terms.

**Professional Services:** Consulting, onboarding, implementation, integration, training, and/or managed services to be provided to the Licensee pursuant to the terms hereof and the applicable Order Form/Statement of Work.

**Software Defect:** Failure of the Licensed Software to comply in material respects with documentation, specifications, or other objective criteria which have been agreed by the parties.

**Statement of Work:** The work order(s) that Parties may execute from time to time for services which shall specify the scope, duration, fees and deliverables. Unless agreed otherwise, the relevant terms of this Agreement shall apply to each Statement of Work.

**Subscription Term:** means the duration of the subscription license indicated in the Order Form.

**Territory:** The geographic territory where the Licensee has the right to use the Licensed Software, as identified in the Order Form.

**Third Party Applications:** Applications, integrations, and/or services provided by a party other than the Licensor, as further described in Section 3.3 below, that interoperate with the Licensed Software.

### **3. LICENSE TERMS**

**3.1. License Grant.** Subject to the payment of applicable fees, the Licensor grants to the Licensee a non-exclusive, non-sublicensable, non-transferable, limited license to use the Licensed Software during the Subscription Term for internal business use at the offices and processing centre functions of the Licensee located within Territory on up to a certain number of devices and/or sites mentioned in the Order Form. The Licensed Software may be used in conjunction with application software or other application technology developed by or properly licensed to the Licensee. No other uses shall be valid. The delivery of the Licensed Software shall be through the internet via file transfer protocol (FTP). The Licensed Software will be provided in object code form and will be deemed accepted upon delivery. Subject to the terms herein, the Licensee is authorised to make copies of the Licensed Software reasonably necessary for the internal business use and operations as described above.

**3.2. License Conditions.** The license and use of the Licensed Software shall be subject to the following terms and conditions: (i) the Licensee shall take commercially reasonable precautions to protect the Licensor's trade secret, patent, copyright, and other ownership and Intellectual Property Rights in the Licensed Software; (ii) the Licensee may not sublicense or otherwise transfer or encumber the Licensed Software unless specifically permitted by Licensor in a subsequent writing; (iii) the Licensee shall not modify the Licensed Software except as permitted in writing by the Licensor; (iv) except as specifically permitted in writing by the Licensor, all use of the Licensed Software shall take place within the Territory; (v) the Licensed Software shall be used in compliance with all applicable laws of the

Territory, including, without limitation, laws relating to privacy and the storage and transmission of personal data; (vi) the Licensee shall not reverse engineer, disassemble, or reverse compile the Licensed Software, or take other action to disclose its source code, algorithms or other Confidential Information, provided that, if the applicable law of any jurisdiction governing this Agreement requires that Licensee be permitted such action for interoperability or otherwise, such reverse engineering or related activity shall be limited to the minimum amount required by such jurisdiction and may not be undertaken unless the Licensor has refused to make such adaptations after request. If the Licensor agrees to make such adaptations as per Section 3.2 (vi) above, it will be compensated at its then prevailing consultancy rates. Any modifications to the Licensed Software made in violation of this Section shall be exclusively owned by the Licensor. The Licensor shall have such reasonable access to the Licensee's facilities, documents, and personnel as may be necessary to ensure compliance with license terms in this Agreement. The Licensee shall be responsible for the acts and omissions of the users of the Licensed Software and shall promptly notify the Licensor of any unauthorised use of the Licensed Software.

**3.3. Third Party Applications.** Licenses for third party software or technology such as Microsoft Windows operating systems shall be obtained and paid for by the Licensee and the Licensor shall have no responsibility or liability for such third party software or technology. The Licensor or third party providers may offer certain Third Party Applications which may interoperate with the Licensed Software. The Licensor is not responsible for any aspect of such Third Party Applications that the Licensee may procure or connect to through the Licensed Software, or any interoperation, descriptions, promises, or other information related to the foregoing. If the Licensee installs or enables Third Party Applications for use with the Licensed Software, the Licensee agrees that the Licensor may enable such third party providers to access the Licensee's data for the interoperation of such Third Party Applications with the Licensed Software, and any exchange of data or other interaction between the Licensee and a third party provider is solely between the Licensee and such third party provider pursuant to a separate privacy policy or other terms governing the Licensee's access to or use of the Third Party Applications.

**3.3. Standard Business Applications.** The Licensed Software includes the Standard Business Applications (SBAs), which include predefined processes, workflows, and features designed to meet general industry-standard requirements. The SBAs are delivered as-is and adhere to standard functionality, without customization. Any ambiguities, broad, or non-specific requirements shall be deemed satisfied by the standard functionality of the SBAs, unless expressly modified or supplemented through a written agreement between the parties. Should the Licensee seek to deviate from the standard workflows or request any modifications to the SBAs (excluding any Configurations), such requests shall be addressed through a separate Change Request. Each Change Request will be subject to a formal scoping process to evaluate feasibility, associated costs, and any impact on delivery timelines. Customizations may affect compatibility with future software updates, upgrades, or patches. Any custom changes may require separate effort to maintain over time, which will not be covered under the Standard Support Services. Support and maintenance for customizations can be offered as an additional service, subject to a separate agreement. If the requested customizations include integration with third-party systems or applications, any dependencies or additional integration work will be scoped separately and may involve further timelines and costs. The SBAs allow for configuration within predefined parameters, enabling the Customer to adjust workflows, settings, and user access rights to suit their business needs without altering the underlying software code ("Configurations"). This type of configuration is designed to be user-friendly, and many adjustments can be made directly by the Licensee's system administrators or designated users via the provided interface. For more complex configurations that require technical assistance or significant effort, such as changes to workflows, reporting templates, or specific data fields, these may necessitate a configuration project. In such cases, the parties will jointly scope the effort, timelines, and associated costs, which shall be agreed upon separately. These configurations do not require a formal Change Request, as they fall within the existing functionality of the SBAs but may incur additional fees based on the complexity and level of support required.

**3.4. Service Monitoring.** The Company continuously monitors the Subscription Service to facilitate the Company's operation of the Subscription Service; to help resolve Customer service requests; to detect and address threats to the functionality, security, integrity, and availability of the Subscription Service as well as any content, data, or applications in the Service; and to detect and address illegal acts or violations of the Acceptable Use Policy. The Company monitoring tools do not collect or store any Customer Data residing in the Subscription Service, except as needed for such purposes. Except as otherwise agreed, the Company does not monitor, and does not address issues with, non-Company software provided by the Customer or any of the Customer's Users that is stored in, or run on or through, the Subscription Service. Information collected by the Company monitoring tools (excluding the Customer Data) may also be used to assist in managing the Company's product and service portfolio, to help the Company address deficiencies in its product and service offerings, and for access management purposes.

**3.5. Service Analyses.** The Licensor may (i) compile statistical and other information related to the performance, operation and use of the Licensed Software, and (ii) use data from the use of the Licensed Software in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (sub-sections (i) and (ii) are collectively referred to as the "Service Analyses"). The Licensor may make Service Analyses publicly available; however, Service Analyses will not incorporate the Licensee's data, Personal Data or Confidential Information in a form that could serve to identify the Customer or any individual. The Licensor retains all intellectual property rights in the Service Analyses.

**3.6. Artificial Intelligence.** The Licensor may incorporate Artificial Intelligence (AI) features into the Licensed Software, which may process and generate data to enhance functionality. The Licensee retains ownership of all data provided, while the Licensor may use such data to improve AI capabilities in accordance with applicable laws. The Licensor does not guarantee the accuracy of AI-generated outputs and provides them "as is." All intellectual property rights in AI algorithms and models remain with the Licensor, and the Licensee is granted a non-exclusive, limited license to use the AI features. The Licensor reserves the right to modify, update, or discontinue AI features at its discretion.

## 4. INTELLECTUAL PROPERTY OWNERSHIP

**4.1. Ownership.** The Licensee acknowledges the Licensor's ownership of copyright and all other Intellectual Property Rights in the Licensed Software, including the Documentation and other materials related to the Licensed Software.

**4.2. Trademarks.** The Licensee acknowledges the Licensor's ownership of the trademarks *Escher*, *Riposte*, *RiposteEssential*, *RiposteTrack*, *RiposteMC*, *MobileRiposte*, *RiposteKiosk*, *RiposteTrEx*, *WebRiposte*, *WebRiposte Essential*, *PUDO*, and other marks, including domain names which the Licensor identifies as being subject to the Licensor's trademark or other rights and will take no action which would infringe such trademarks. The Licensee will use appropriate trademark acknowledgments in connection with such marks. Said use will be in a form which is consistent with applicable laws. The Licensor does not warrant that its trademarks will not conflict with any uses or registrations within the Territory and the Licensee shall be responsible for the use of trademark material so as to avoid infringement or other claims.

**4.3. Customised Software.** The Licensee acknowledges the Licensor's ownership of copyright and all other Intellectual Property Rights in the Customised Software, including all documentation and materials related to the Customised Software. The Licensee shall have the right to use the Customised Software subject to the license terms set forth in Section 3 above, unless otherwise agreed in writing.

**4.4. Configured Software.** Any Configured Software developed exclusively by the Licensee will be the property of the Licensee. Any commercial exploitation of the Configured Software by the Licensee outside the scope of this license is not permitted. In addition, nothing herein shall prevent the Licensee from developing similar software or technology similar to such Configured Software. For avoidance of doubt, the Licensor may not copy such software or technology but

may develop software or technology with similar functionality, sequence organization and structure, menu systems, user interfaces, and "look and feel," and other perceived or actual similarities, or in the case of patent technology, the Licensor shall not be prohibited from developing technology which performs substantially the same function in the substantially the same way to achieve substantially the same result.

## 5. SERVICES

**5.1. Maintenance Services.** The Licensor will provide Maintenance Services to the Licensed Software during the Subscription Term. During the Maintenance Services, the Licensor will make reasonable efforts to (i) correct Class I and Class II defects in the Licensed Software; and (ii) provide Maintenance Releases when applicable. The Licensor's defect fixing obligation and provision of Maintenance Services will be on condition that the Licensed Software is operating on hardware that meets the minimum requirements as specified in the Documentation or release notes – on correspondence servers, windows PC (Counter and Kiosk) and Android device for mobile, collectively known as the "**Target Platform**". The Licensee acknowledges that further upgrading of Target Platform may be required in the future to enable the proper operation of all Maintenance Releases.

**5.2. Defect Reporting.** Suspected defects shall be reported to the Licensor's defect management tool or other site as designated from time to time by the Licensor. The Licensee will make reasonable efforts to resolve any problems through help procedures available at the site. If despite making reasonable efforts, the Licensee is unable to resolve the problem with site resources, the problem will be reported online to the Licensor using reporting procedures available at the site. Defect reports shall contain all data necessary to replicate the suspected defect at the Licensor's site. Such corrections shall be effected at the Licensor's expense, provided, however, that if the Licensor is engaged to correct a defect which is later determined to be operator error or due to some other cause besides a defect in the Licensed Software, the Licensor shall be entitled to be reimbursed for its expenses and compensated at the Licensor's then prevailing time and materials rate.

**5.3. Professional Services.** The provisions of this Section 5.3 shall apply solely to the Professional Services, where such Professional Services are included in an Order Form/Statement of Work. The Licensor shall assign employees and subcontractors with qualifications suitable for the work described in the relevant Order Form/Statement of Work. The Licensor may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors. The Licensee shall make available in a timely manner at no charge to the Licensor all technical data, customer data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of the Licensee required by the Licensor for the performance of the Professional Services as specified in the applicable Order Form/Statement of Work. The Licensee shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by the Licensee. The Licensee shall provide reasonable cooperation as the Licensor requires to perform the Professional Services. Ownership of all work product, developments, inventions, technology or materials related to any Professional Services (collectively, the "Deliverables") shall be solely owned by the Licensor (except with respect to any customer data, which shall remain as the Licensee's sole property), unless otherwise agreed. Solely during the applicable term and conditioned upon the Licensee's compliance with all the terms of the Agreement, the Licensor grants to the Licensee a limited, non-exclusive, non-transferable, and non-sublicensable right to make use of the Deliverables in relation to the use of the Licensed Software as permitted under the Agreement. The Licensee must notify the Licensor of any warranty deficiencies within five (5) days from the date of performance of the deficient services or delivery of the Deliverables. Unless otherwise agreed in writing, the Professional Services and Deliverables shall be deemed accepted five (5) days after the date of performance or delivery. Any rejection must be provided in writing within this timeframe, acting reasonably, and include detailed reasons for the rejection, specifically describing the non-compliance with any applicable written requirements. The Licensor shall not be liable for any delay in delivery caused by events outside its reasonable control, including but not limited to Force Majeure Events. For the sake of

clarity, the Licensor shall not be liable for delays arising from dependencies on the Licensee, such as the timely provision of information, access, materials, feedback, testing, approval, or any other required input, nor for delays caused by third-party dependencies.

## 6. WARRANTIES

**6.1. General Warranties.** The signatories hereto represent that they are duly authorised to bind their respective organizations. The Licensee warrants that this transaction is in compliance with all applicable laws. The Licensee covenants that it will not make statements or take actions which tend to disparage or diminish the good will or reputation of the Licensor, its, personnel or its products and services. Each Party warrants that it shall, at all times relevant to the performance of this Agreement, employ and maintain sufficient personnel with the skills, training and experience requisite for satisfactory performance of the obligations contained herein.

**6.2. Software Warranty.** The Licensor warrants that the Licensed Software will substantially perform in accordance with written specifications provided by or agreed to in writing by the Licensor for a period of ninety (90) days after delivery of the Licensed Software ("**Warranty Period**"). During such period, the Licensor shall make commercially reasonable efforts to correct any Class I or Class II Software Defects therein which are objectively identified as not conforming with applicable specifications. This limited warranty shall not be effective unless Licensed Software is operated with the "Target Platform" as defined in Section 5.1 above and shall not apply to software which has been modified by anyone other than the Licensor.

**6.3. IP Warranty.** The Licensor warrants that it has no knowledge or reason to know of any actual or potential claim by any third party which would prevent the Licensor from issuing a valid license as provided in Section 3 above. If the Licensee's use of the Licensed Software or the Customised Software is materially impeded or the Licensee is otherwise materially damaged by the Licensor's failure to disclose any such claim of which the Licensor knew or reasonably should have known, the Licensor may, at its option: (i) revise or rewrite the software which is claimed to infringe; or (ii) obtain a license or other applicable permission; or (iii) defend any such claim subject to the Licensor's control of and the Licensee's cooperation in such defense, and the Licensee's prompt notification to the Licensor of any such claim; or (iv) require the Licensee to return the infringing software, and provide pro-rata refund of any prepaid fees applicable to such infringing software. The Licensor's choice of remedies set forth above shall constitute the Licensee's sole remedy for any infringement claim as described herein.

**6.4. IP Warranty Exclusions.** The Licensor shall not be responsible for any third party claim arises from or in connection with: (a) the Licensee's use of the Licensed Software or the Customised Software in combination with products and/or software not provided or recommended by the Licensor; (b) breach of this Agreement by the Licensee or any person acting on its behalf; (c) a virus or malware introduced by the Licensee and/or any person acting on the Licensee's behalf; (d) any modification to the Licensed Software or the Customised Software not undertaken by the Licensor or carried out in accordance with the Licensor's written instructions; (e) unauthorised use or misuse of the Licensed Software or the Customised Software (including not operating the software in accordance with the Documentation and/or the Licensor's instructions) by the Licensee or any person acting on the Licensee's behalf; (f) the Licensee's continued use of the Licensed Software or the Customised Software or Documentation after notice of the alleged or actual infringement from the Licensor or any appropriate authority or as otherwise received by the Licensee; (g) the Licensee not installing the updates and/or Maintenance Releases (where applicable) and/or when prompted to do so; or (h) the relocation or installation of the Licensed Software or the Customised Software by any person other than the Licensor or a person acting in accordance with the Licensor's written instructions.

**6.5. Other Disclaimers.** The Licensor does not warrant uninterrupted or error-free operation of the Licensed Software or Customised Software, or that the Licensor will correct all defects. By-passing directions or workarounds can be used to achieve substantial compliance with agreed specifications. This foregoing warranty does not apply if the Licensed Software: (i) has been altered, except by the Licensor or its authorised representative; (ii) has not been installed,

operated, repaired, or maintained in accordance with instructions supplied by the Licensor; (iii) has been subjected to abnormal environmental conditions, misuse, negligence, or accident; or (iv) is licensed for beta, evaluation, testing or demonstration purposes. Unless otherwise agreed by the Parties under a relevant Statement of Work, the warranties herein do not apply to the Customised Software, and any Customised Software shall be deemed accepted in the event the Licensee fails to provide a written acceptance or rejection (with reasonable details for rejection) within fifteen (15) days of delivery of such Customised Software or the components thereof. **EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE IN SECTION 6.2, WHICH LIMITED WARRANTY SHALL BE THE LICENSEE'S EXCLUSIVE REMEDY FOR ANY MATTERS COVERED BY SAID LIMITED WARRANTY, THE LICENSED SOFTWARE, THE CUSTOMISED SOFTWARE, OR OTHER TECHNOLOGY OR SERVICES RELATED THERETO ARE NOT ACCOMPANIED BY ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR ANY OTHER WARRANTIES THAT THE SOFTWARE WILL MEET ANY PARTICULAR REQUIREMENT OR ACHIEVE ANY PARTICULAR RESULT OR PURPOSE. ANY LAW OR TREATY WHICH WOULD REQUIRE OR IMPLY SUCH WARRANTIES IN THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, THE VIENNA TREATY, AND THE UNIFORM COMMERCIAL CODE (UCC), AND THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) ARE KNOWINGLY AND SPECIFICALLY WAIVED AND DISCLAIMED BY THE PARTIES. THE LICENSOR FURTHER DISCLAIMS ANY WARRANTIES TO THIRD PARTIES OR ENTITIES OTHER THAN LICENSEE WITH RESPECT TO THE LICENSED SOFTWARE OR ANY ASPECT THEREOF. THE LICENSEE WILL NOT FURNISH ANY WARRANTIES TO ANY OTHER USER WHICH WILL BIND OR IMPOSE ANY OBLIGATIONS ON THE LICENSOR. ANY WARRANTIES WHICH THE LICENSEE DOES PROVIDE MUST BE ACCOMPANIED BY A NOTICE THAT THE LICENSOR IS NOT BOUND AND THAT SUCH OTHER USER WILL HAVE NO DIRECT RECOURSE AGAINST THE LICENSOR.**

**6.4. Backwards Compatibility.** New releases of the Licensed Software will operate with the immediate prior release for such time as the Licensee continues to subscribe the Licensed Software and Maintenance Services from the Licensor. The Licensee acknowledges that compatibility of new releases of the Licensed Software could be affected by the Licensee's incorporation of new versions of operating systems or other third-party software or technology and that it is obligated to provide an adequate and compatible Target Platform.

## **7. PAYMENT TERMS**

**7.1. Invoicing and Payment.** Unless otherwise provided in the Order Form, the Licensor will invoice the Licensee up front, and the Licensee shall pay the amount of any correctly rendered invoice within fourteen (14) days. If any portion of such invoice is disputed, Licensee shall pay the undisputed portion thereof when due. Each invoice shall describe the particular work or product to which it relates. Payments by the Licensee shall, except as otherwise agreed, be made by wire transfer to the Licensor's account. Each Party shall be responsible for paying its own transaction fees resulting from such wire transfers. All payments shall be made in the currency mentioned in the Order Form. The Licensor will provide its account details in writing or via e-mail. Any subscription fees or other fees which are due as of a specified date shall be then due and payable whether or not the Licensor issues an invoice. All payments made pursuant to this agreement shall be non-refundable. Pricing for subsequent renewal of the Order Form or the Agreement shall be set at then current pricing, unless otherwise agreed to by the Parties. Unless otherwise agreed in writing, the fees payable under this Agreement or the relevant Order Form shall be adjusted annually during the Subscription Term by an amount equal to the percentage increase, if any, in the Consumer Price Index for the preceding calendar year, plus 5%.

**7.2. Non-Payment.** Without limiting other remedies available to the Licensor, in the event the Licensee fails to make a required payment under this Agreement when its due, the Licensor reserves the right to: (i) temporarily suspend any licenses, services and/or the Licensee's access to the customer/support portal; and (ii) require the Licensee to pay a late payment administration fees of ten percent (10%) of the outstanding amount. During the temporary suspension period, the

maintenance term and fees will continue to apply, and the Licensee shall pay all fees due and payable prior to the services being reinstated. In the event of any service suspension exceeding 30 days or more, the Licensor will charge an additional service re-instatement fee (determined by the Licensor in its sole discretion) prior to the services being reinstated.

**7.3. Taxes.** Payments to the Licensor shall be net of any tax or duty, fee or other charge or any withholding thereof. Any tax or duty imposed on this transaction by any jurisdiction within the Territory or having the authority to tax transactions involving the Licensee shall be paid for by the Licensee even if such tax, including withholding thereof, would be the nominal responsibility of the Licensor. Any necessary documentation of such payment shall be furnished to the Licensor or accompany any payments as applicable. Provided, however, that the Licensor undertakes to take such steps and undertake such cooperation as may be reasonably required by the Licensee to facilitate calculation, assessments or payment of taxation assessment.

**7.4 Subscription Fees.** Unless otherwise agreed in writing, annual subscription fees shall be payable in advance at the time of order placement and annually on each renewal anniversary.

**7.5. Incremental Subscription Fees.** For any Change Request (as defined in Section 12), the annual subscription fees shall be increased by an amount equal to ten percent (10%) of the fees payable for such Change Request ("Incremental Subscription Fees"). The Incremental Subscription Fees shall be calculated on a pro-rata basis for the remainder of the then-current maintenance term and shall be payable concurrently with the Change Request fees. Thereafter, such Incremental Subscription Fees shall be incorporated into the annual subscription fees and shall be payable as part of any subsequent annual renewal.

**7.6. Payment schedule for Change Requests and Professional Services.** Unless otherwise agreed in writing, fees for any Change Request and Professional Services shall be payable as follows: (i) fifty percent (50%) of the total fees shall be due at the time of order placement; and (ii) the remaining fifty percent (50%) shall be payable in equal monthly instalments over the project term to align with the effort expended. If the project duration is one (1) month or less, the remaining fifty percent (50%) shall be due upon final delivery of the agreed-upon deliverables.

**7.7. Travel and Expense.** Travel requirement may arise as part of the services. Any travel and related expenses pre-approved by the Licensee, with email confirmation being sufficient for such approval, shall be reimbursed by the Licensor at cost plus an additional 10% administrative fee, payable within fourteen (14) days of invoicing.

## **8. LIMITATION OF LIABILITY**

**NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF THAT PARTY, OR EITHER PARTY'S LIABILITY IN FRAUDULENT MISREPRESENTATION.**

**THE LICENSOR (OR ITS AFFILIATES, THEIR EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) SHALL NOT BE LIABLE FOR ANY (i) LOSS OF PROFITS; (ii) LOSS OF BUSINESS; (iii) LOSS OF DATA; (iv) LOSS OF REPUTATION (v) INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.**

**THE LICENSOR (OR ITS AFFILIATES, THEIR EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) SHALL NOT, IN ANY EVENT OR UNDER ANY CIRCUMSTANCE, BE LIABLE FOR ANY CLAIMS OR CAUSES OF ACTION IN EXCESS OF: (A) THE SUBSCRIPTION FEES PAID BY THE LICENSEE WITHIN THE PRIOR THREE (3) MONTHS FROM THE DATE OF THE CLAIM FOR CLAIMS RELATED TO OR ARISING FROM THE PROVISION OF THE SUBSCRIPTION SERVICES; OR (B) THE PROFESSIONAL SERVICES FEES PAID BY THE LICENSEE WITHIN THE PRIOR THREE (3) MONTHS FROM THE DATE OF THE CLAIM FOR CLAIMS RELATED TO OR ARISING FROM THE**

**PROVISION OF THE PROFESSIONAL SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE LICENSOR, ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS, EXCEED THE TOTAL FEES PAID BY THE LICENSEE UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.**

**ANY LAW OR TREATY, INCLUDING, WITHOUT LIMITATION, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, THE VIENNA TREATY, THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) AND THE UNIFORM COMMERCIAL CODE, WHICH MIGHT REQUIRE OR IMPLY WARRANTIES DISCLAIMED HERE OR LIMIT THE EFFECT OF ANY OF THE OTHER EXCLUSIONS, RELEASES, OR LIMITATIONS CONTAINED IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT IS SPECIFICALLY AND KNOWINGLY DISCLAIMED AND WAIVED.**

## **9. CONFIDENTIALITY AND DATA PRIVACY**

**9.1. Confidentiality.** Without limiting the generality of the foregoing, the Receiving Party agrees that it: (i) will not disclose Confidential Information to any third party other than as required for its operations permitted by this Agreement or as permitted in writing by the Disclosing Party; (ii) will not use the Confidential Information except as expressly permitted herein; (iii) will not duplicate or reproduce the Confidential Information except as incidental and necessary to for these purposes; and (iv) will upon termination of this Agreement make immediate return of, or, at the Disclosing Party's request, destroy, all documents or other material which contains or relates to the Confidential Information of the Disclosing Party. Non-disclosure and confidentiality obligations contained herein will survive the termination of this Agreement for a period of three (3) years. The Parties acknowledge that disclosures of the Confidential Information in violation of this Agreement could cause irreparable harm and that the Party whose information would be disclosed will, in addition to other remedies, be entitled to an injunction if reasonable grounds exist to believe that such violation may occur. This Agreement and its contents are deemed confidential and neither Party may show the Agreement or disclose its contents to a third party (except to each Party's Affiliates or advisors, subject to written confidentiality terms) without express written consent of the other Party.

**9.2. Disclosure to Third Party.** Prior to providing the Confidential Information to any third party on need-to-know basis, the Receiving Party that discloses such information will first obtain such third party's written agreement to comply with all license and non-disclosure terms herein and will make reasonable inquiries as to whether such third party should be deemed reliable for purpose of entrusting the Confidential Information to it. Such agreement will acknowledge the Disclosing Party's standing to bring appropriate legal action in case of any actual or threatened violation of its terms by such third party. Provided, however, that the Disclosing Party's right to bring an independent action shall be in addition to the obligation of the Receiving Party to enforce such agreements including prosecuting any breach or threatened breach of confidentiality obligations by persons to whom it has disclosed Confidential Information and, where appropriate, by obtaining injunctive relief at the Receiving Party's expense.

**9.3. Exclusions.** Confidential Information shall not include information that the Receiving Party can, as evidenced by its written records prepared or received prior to the disclosure, show: (a) is already in the possession of the Receiving Party, without obligation to keep it confidential; (b) is lawfully disclosed to the Receiving Party by a party other than the Disclosing Party, provided such information was not obtained by such third party directly or indirectly from the Disclosing Party on a confidential basis; (c) is independently developed by the Receiving Party without access to or use of the Confidential Information; or (d) is generally known to the public without violation hereof. The Receiving Party may make disclosures required by an order of a governmental agency, legislative body or court of competent jurisdiction, provided that the Receiving Party: (i) provides the Disclosing Party with immediate written notice of such requirement, (ii) cooperates with the Disclosing Party at the Disclosing Party's expense in connection with the Disclosing Party's reasonable

and lawful actions to obtain confidential treatment for such Confidential Information, and (iii) limits such disclosure of Confidential Information to the fullest extent permitted under applicable law.

**9.4. Data Privacy.** Where applicable, and to the extent that the Licensor processes any personal data on behalf of the Licensee under this Agreement, the Licensor will be the data processor and the Licensee will be the data controller. Unless otherwise agreed, (i) the types of personal data processed are usernames and contact details of users such as work email address and work phone number; (ii) the categories of data subjects are employees or agents of the Licensee; (iii) the nature of the processing is to enable the Licensor to grant the license and carry out the services; and (iv) the duration of the processing shall be the term of this Agreement. The Licensor shall comply with its obligations under the Data Protection Legislation and shall, in particular: (a) process the personal data only to the extent necessary for the purposes specified herein, in accordance with the Licensee's written instructions and this Section 9.4; (b) implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such processing; (c) comply with the applicable data regulation in the event the Licensor requires to transfer the personal data outside of the European Economic Area; (d) ensure that any employees or other persons authorised to process the personal data are subject to appropriate obligations of confidentiality; (e) not to permit any third party to carry out its processing obligations under this Agreement without obtaining the Licensee's prior written consent and for the purposes of this Section 9.4, however the Parties agree that the Licensor may engage its subcontractors or service/hosting providers to carry out its processing obligations in accordance with this Agreement; (f) assist the Licensee, at the Licensee's cost, for the fulfilment of the Licensee's obligations in respect of data subject's requests and complaints; (g) on termination or expiry of this Agreement, destroy or return (as the Licensee directs) all personal data and delete all existing copies of such data. The Licensee confirms that it has the necessary authority (where required) from all relevant data subjects for the Licensor to use and process such personal data in accordance with this Agreement.

## **10. BREACH AND TERMINATION**

**10.1. Breach Notice.** If either Party is believed to be in breach of any obligation imposed by this Agreement, the non-breaching party shall provide written notice to the breaching party.

**10.2. Termination.** Either party may terminate this Agreement on immediate written notice to the other party if: (i) the other party is in breach of its obligations under this Agreement and (where such breach is capable of remedy) fails to remedy such breach within thirty (30) days of receipt of written notice from the non-breaching party, or fails to provide acceptable assurances that the breach will be corrected in time to avoid cost or other prejudice to the non-breaching party; (ii) the other party undergoes insolvency or bankruptcy events or its normal business operations ceases or goes under the control of a receiver appointed by the authority; (iii) except with respect to payment obligations hereunder, if a Force Majeure Event delays or prevents the performance of any obligations of either of the parties, such failure or delay shall not be deemed to constitute a material breach of this Agreement, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such party is prevented or delayed from performing for more than thirty (30) days, the other party may terminate this Agreement upon thirty (30) days' written notice. Termination of this Agreement shall not affect any provisions which survive by their own terms or reasonable interpretation thereof.

**10.3. Consequences of Termination.** Upon termination or expiry of this Agreement: (i) the Licensee shall immediately cease using the Licensed Software, and access to the support portal will be terminated; and (ii) the Licensee shall immediately pay (a) all fees and charges due and payable as of the date of the termination, and (b) all fees and charges that would have become due for the remainder of the term as if the Agreement had not been terminated. Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to under this Agreement or at law.

## **11. GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute or claim arising under or related to this Agreement shall be subject to the laws of Republic of Ireland, and subject to the jurisdiction of courts of Dublin. Provided, however, the Licensor may bring an action in any jurisdiction if the Licensor deems such action necessary to protect its copyright or other Intellectual Property Rights in its software including actions to enforce judgments or orders to enforce actions in the United States or other country. The Parties shall not rely on the Conflicts of Law rules of any jurisdiction to dispute the choice of law and jurisdiction in this section.

## 12. CHANGE MANAGEMENT

A request for a change ("Change Request") may be made by either Party at any time during the term of the Agreement subject to the agreed Change Control Procedure. In the event of a Change Request being made, the Licensor shall investigate and make recommendations in respect of the said Change Request and provide a written proposal that covers scope, cost, impact and timeline relative to the scope. For the purpose of this Section, the Change Control Procedure means the Licensor's standard change management procedure, unless otherwise agreed in writing by the Parties.

## 13. SUBCONTRACTORS

The Licensor may engage, hire, license or subcontract such additional or alternative persons as it considers necessary to enable it to fulfil its obligations under this Agreement and all such costs relating to such engagement, hiring, licensing or subcontracting shall be borne by the Licensor. The Licensor will remain liable for all acts and/or omissions of its subcontractors.

## 14. ANTI-CORRUPTION AND ANTI-SLAVERY

**14.1 Anti-corruption.** Each Party undertakes to the other that it: (a) will fully comply with, and will procure that all staff and its subcontractors will fully comply with any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations; (b) has in place, and shall maintain in place throughout the term, policies and procedures to ensure compliance with the anti-corruption laws and will enforce them where appropriate; (c) will promptly report any request or demand for any undue financial or other advantage of any kind received by a party in connection with the performance of this Agreement; (d) shall indemnify, keep indemnified and hold the other party harmless from and against all losses, damages, costs arising from or incurred by reason of its breach of the anti-corruption laws. From time to time, each Party shall, at the reasonable request of the other Party, confirm in writing that it has complied with this Section 14 and shall provide any information reasonably requested by the other party in support of such compliance. Breach of any of the foregoing representations, warranties and undertakings shall be deemed to be a material breach of the Agreement.

**14.2 Anti-slavery.** Each Party undertakes to the other that it will comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the U.K. Modern Slavery Act 2015 (as may be amended from time to time) and shall not engage in any activity, practice or conduct that would constitute an offence under such laws, statutes, regulations or codes. Each Party shall notify the other immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of its obligations under this Section 14.2. Breach of the foregoing undertakings shall be deemed to be a material breach of the Agreement.

## 15. GENERAL

**15.1. Force Majeure.** Neither party shall be liable to the other for any loss or damage suffered, directly or indirectly, as a result of being delayed, prevented, or hindered in the performance of its obligations under this Agreement due to a Force Majeure Event. The affected party shall notify the other party as soon as reasonably practicable of the Force Majeure Event impacting the performance of this Agreement.

**15.2. Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be addressed to the parties at the addresses set forth on the Order Form (or to such other address that may be designated by the receiving party from time to time in writing). Notices shall be in writing

and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service, airmail or sent by e-mail (except for legal or termination notices) to the relevant party's email address specified on the Order Form (or any other e-mail address notified by one party to the other in writing for this purpose).

**15.3. No Agency, Partnership or Employment.** Nothing in this Agreement or any associated documents shall be deemed to constitute either party as the agent, partner, or joint ventures of the other, nor shall the Licensor be deemed an employee or as having any other status which would provide the Licensee with any ownership or other rights in software included in the Agreement other than those rights which are specifically granted in the Agreement. The Licensor shall have no legal relationships with third parties with whom the Licensee has a contractual relationship, and, without limiting the provisions of Section 15.3, the Licensee will make no representation which will bind the Licensor or create any contractual relationship with or obligation to any party other than the Licensee.

**15.4. Non-solicitation.** During the term of the Agreement and for a period of one (1) year following termination or expiry of this Agreement, neither party shall, without the prior written consent of the other party, directly or indirectly solicit or entice away (or attempt to solicit or entice away) for employment, engage, hire, employ or contract with any employee of the other party, within six (6) months of their departure.

**15.5. Audit.** Upon reasonable written notice and no more than once every calendar year, the Licensor may audit the Licensee's use of the Licensed Software or Customised Software to ensure that the Licensee's use is in compliance with the terms of this Agreement. Any such audit shall not unreasonably interfere with the Licensee's normal business operations. The Licensee agrees to cooperate with the Licensor's audit and to provide reasonable assistance and access to information reasonably requested by the Licensor. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the confidentiality provisions of this Agreement. If the audit identifies non-compliance, the Licensee agrees to remedy (which may include, without limitation, the payment of any fees for additional use) such non-compliance within thirty (30) days of written notification of that non-compliance. The Licensee agrees that the Licensor shall not be responsible for any of the Licensee's costs incurred in cooperating with the audit.

**15.6. Entire Agreement.** This Agreement (including the relevant Order Form) constitutes the final entire and exclusive agreement between the Parties regarding the within subject matter and any prior or contemporaneous oral or written agreement with respect to same is superseded.

**15.7. Waiver and Modification.** No waiver or modification of this Agreement shall be deemed effective except as it is incorporated in a writing signed by the Party granting the waiver or, in the case of a modification, by both parties.

**15.8. Exercise of Rights.** A Party may exercise a right, power or remedy under this Agreement at its discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of any right, power or remedy does not prevent a further exercise of any other right, power, or remedy.

**15.9. Assignment.** Except as specifically permitted herein, neither Party may transfer, assign, charge, mortgage or encumber any of its rights under this Agreement without the written consent of the other. Provided, however, that the Licensor may (i) delegate certain functions or obligations to its subsidiaries; or (ii) assign the Agreement to its Affiliates or legal successors.

**15.10. English Language.** This Agreement is deemed to be an English Language agreement and its interpretation is to be governed by said language. In the event of the Agreement being translated into another language, this English Language agreement will be the controlling version for any dispute or interpretation.

**15.11. Publicity.** The Licensor may issue a press release announcing the relationship with the Licensee. Except the foregoing, neither party shall issue any press release or statement or public announcement relating to this contract without the written consent of the other party, which consent shall not be unreasonably withheld. Such consent can

be requested and received through e-mails. Unless otherwise agreed in writing, the Licensor may use the Licensee's name or logo in sales presentations or marketing materials to identify the Licensee as the Licensor's client.

**15.12. Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**15.13. Construction.** This Agreement shall inure to the benefit of and be binding on the Parties and their respective heirs, executors, successors, Affiliates and permitted assigns. Each Party shall, upon the request and at the expense of the other Party, provide such further documents and take such further action as may be reasonably requested to effectuate the transactions contemplated herein. If this document is executed in multiple counterparts, each of same shall be considered as an original.

**15.14. Understanding of Terms.** The Parties to this Agreement acknowledge that they have fully read and reviewed the terms and provisions of this Agreement and that they understand, accept, and agree to the consequences hereof, freely and without reservation. The captions in this Agreement are inserted for convenience and do not have substantive meaning.

**15.15. Execution.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If such method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

## SCHEDULE 1

### MAINTENANCE SERVICES

The Maintenance Services apply to the Licensed Software and do not cover the maintenance and support of the Customised Software.

#### Maintenance Releases

The Licensee will receive new production releases of the Licensed Software as and when they are released. The typical frequency is of one major maintenance release per year, complemented by interim releases depending on our customer's needs. Each major release will operate with the immediate prior release, and it will also include defect-fixing for current and immediate prior versions for the licensed software products.

Each release will include the provision of release notes detailing:

- Installation instructions
- New components provided as part of the licensed software products
- New features
- Enhancements to existing features
- Previous issues resolved

#### Correction of Critical and High Software Defects

Critical and High defects corrections to the Licensed Software.

All corrections are fed into the main software delivery stream, with customer notifications handled through the Licensor's dedicated customer support system Escher Connect.

Classification	Description	Response Time
Critical	Class I Software Defect	1 Business Hour  Hours of operation 09:00-17:30 GMT/BST during business days.
High	Class II Software Defect	4 Business Hours  Hours of operation 09:00-17:30 GMT/BST during business days.

#### Standard Troubleshooting and Fault Resolution Service

The Licensor provides a standard fault resolution service, which entitles customers to receive the appropriate level of guidance and support in troubleshooting and fault resolution, according to the agreed SLAs; these services are provided through the Licensor's dedicated customer support system, Escher Connect.

The Licensee's designated staff will be provided access to Escher Connect, to log any incident and question, monitor their status and engage with the Licensor's support team.

#### SUPPORT SERVICES

Where the Support Services scope is added to the subscription, the Licensor will provide Support Services to the Licensee. Support Services will cover support of the Customised Software.