

1. SCOPE OF APPLICATION OF TERMS

- 1.1 These FISCAL Master Terms and Conditions (the “Master Terms”) are incorporated by reference into any Customer Order concluded thereunder.
- 1.2 In the event of a conflict between the terms of various documents that form part of the Customer Order, the documents shall take precedence in this order:-
- (i) The Customer Order;
 - (ii) These FISCAL Master Terms.

2. DEFINITION

Definitions used shall have the meaning ascribed to them:-

- 2.1 **Affiliate:** includes, in relation to the Customer and/or FISCAL, means any entity belonging to the same company group– i.e., as applicable, (i) any directly or indirectly owned subsidiary; (ii) any parent company, directly or indirectly owning the Customer and/or FISCAL; and/or (iii) any “brother-sister” entities, i.e. being directly or indirectly owned by the same parent company as the Customer and/or FISCAL; in all of the aforesaid cases the ownership share shall exceed fifty (50) percent of the issued share capital and/or votes.
- 2.2 **Agreement:** means these FISCAL Master Terms and Conditions and associated Customer Orders
- 2.3 **Annual Subscription Fee:** means recurring Annual Subscription Fees as set out in the Customer Order payable by Customer to FISCAL each year for the subscription to the Software Service.
- 2.4 **Confidential Information:** has the meaning given in Clause 6.
- 2.5 **Critical Fault:** a reproducible fault which materially hinders or prevents the Customer from using the Software Service.
- 2.6 **Current Term:** means the Initial Term or Subsequent Term that is currently active.
- 2.7 **Customer:** the entity or authority that has entered into the Customer Order.
- 2.8 **Customer Order:** the Customer Order between the Customer and FISCAL setting out the terms on which the Customer will licence the Software from FISCAL which include these Master Terms, the Software Specification, and the terms of the Support Services Specification.
- 2.9 **Customer Data:** the data and information supplied and inputted by the Customer in using the Software Service during the Term.
- 2.10 **Data Protection Laws:** means the
- (i) General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018;
 - (ii) Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy;
- and any national implementing laws, regulations and secondary legislation, byelaws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that law and shall be construed as referring to any law which replaces, re-enacts, amends or consolidates such law (with or without modification) at any time.
- 2.11 **Deliverables:** the Software Service and any Documentation, Software, know-how or other works created or supplied by FISCAL (whether alone or jointly) in the course of providing the Services.
- 2.12 **Documentation:** the documents provided by FISCAL for the Software Service, in either printed text or machine-readable form, including the technical documentation, program specification and operations manual.
- 2.13 **Duration:** means the Initial Term of the Customer Order and all Subsequent Terms.
- 2.14 **Effective Date:** means the date detailed in the Customer Order that the contract commences. In the absence of an Effective date being completed, the execution date of the Customer Order will become the Effective Date.
- 2.15 **Not Used**
- 2.16 **FISCAL:** FISCAL Technologies Ltd incorporated and registered in England and Wales with company number 4801836 whose registered office is at 448 Basingstoke Road, Reading, Berkshire, RG2 0LP.
- 2.17 **Fix:** any change that FISCAL makes to the Software Service for the purposes of maintaining system compatibility, error correction, improved operation, security and Workarounds that

| | |
|---|--------------|
| FISCAL Technologies: Master Terms and Conditions (UK) | Version 6.0 |
| Updated: September 2023 | Page 1 of 14 |

establish or help to restore material conformity to the specifications in the Documentation. It may also include any operational recommendations or advice provided by FISCAL to the Customer to close an open incident in accordance with FISCAL support processes.

2.18 **Host or Store:** to place copies of raw and transformed data within FISCAL databases and filesystems and copies in FISCAL encrypted backups.

2.19 **Initial Term:** the time period set out in the Customer Order which commences from the Effective Date

2.20 **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how, skills, methods and techniques and trade secrets) and any other intellectual property rights, 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.

2.21 **Support Service:** access to the services defined in the FISCAL Support Service Specification.

2.22 **Malware:** anything or device (including any software, code, file or programme) which may:

- prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;
- prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or
- adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2.23 **Monthly Subscription Fee:** means recurring Annual Subscription Fees as set out in the Customer Order payable by Customer to FISCAL each year for the subscription to the Software Service.

2.24 **Named Users:** employees of the Customer and/or its Affiliates and/or other person nominated by the Customer who are authorised to use the Software Service under Customer Order.

2.25 **Non-Critical Fault:** any reproduced fault in the software other than a Critical Fault.

2.26 **Overage:** the number of transactions in excess of the annual or monthly transactional limit stated on the Customer Order

2.27 **Overage Rate:** the amount stated on the Customer Order to be charged per Overage transaction.

2.28 **Overage Fee:** the Overage multiplied by the Overage Rate

2.29 **Purpose:** means the provision of the Services by FISCAL to the Customer in accordance with the terms of the Customer Order.

2.30 **Release:** this is the Software Service functionality accessible to customers via the SaaS Platform. A current Release may contain modifications over a previously available Release for technical or commercial purposes ranging from Fixes to the inclusion of major new functionality, some of which, which may be subject to additional costs.

2.31 **Reproduce:** present the Customer Data as either entered or Transformed via the web application for Named User access.

2.32 **SaaS:** software as a service as provided by the Software Service.

2.33 **SaaS Platform:** the infrastructure put in place and maintained by FISCAL to enable the Customer to subscribe and use the Software Service.

2.34 **Self-Service Support:** access to software product compatibility information, previously published Fixes, Workarounds, knowledge documents and other Software product solutions, Documentation, FAQs, webinar recordings and demos as are provided by FISCAL on the FISCAL support Website.

2.35 **Software:** the software listed in the Customer Order form hosted on the SaaS Platform that provides the delivery of the Software Service.

2.36 **Software Service:** access to the online services made available (as may be changed or updated from time to time by FISCAL) via the Website and listed in the Customer Order during the Term of the Customer Order.

2.37 **Software Telemetry:** telemetry and error log information regarding the usage of the Software to facilitate compliance activities, product improvement and Support Services.

2.38 **Software Specification:** the document detailing the specification of the Software Service as set out in the Customer Order.

2.39 **Standard Support Hours:** 8.30am to 5.30pm UK time Monday to Friday except on days which are Bank Holidays in England.

2.40 **Subscription Fee:** means the recurring Fees as set out in the Customer Order payable by Customer to FISCAL for the Software Service and Support Service.

2.41 **Subsequent Term:** the Annual or Monthly periods of time after the completion of the Initial Term

Commented [MJ1]: This needs to cover Monthly overage - does such a thing exist for Reconciliation contracts?

Commented [MJ2R1]: OR should we have an annual count only and calculate overage if the limit is reached?

Commented [MJ3R1]: Awaiting final decision

Commented [MJ4]: Where should we put the Software Spec?

| | |
|---|--------------|
| FISCAL Technologies: Master Terms and Conditions (UK) | Version 6.0 |
| Updated: September 2023 | Page 2 of 14 |

2.42 **Support Services**: the support services as set out in the Support Services Specification.

2.43 **Third Party Connections**: in reference to transmitting over the internet, the provider of FISCAL's Internet connections, the Customer's Internet connection and any networks in between that may be used to Transmit data.

2.44 **Transform, Modify or Create Derivative Works**: aggregate data, create summaries and analysis to store for later reproduction for Named Users.

2.45 **Transmit, Communicate or Distribute**: transmit over the Internet and/or web solely for consumption by Named Users, analysis by FISCAL's systems, backup and diagnostic purposes.

2.46 **Website**: means the FISCAL authorised website or websites (whether public or private) that individually or together constitute FISCAL's online presence including any websites utilised in connection with the Software Service, the Support Services or any other services that may be defined from time to time.

2.47 **Workaround**: an interim resolution of an incident. The Workaround itself may be considered a final Fix by FISCAL if it materially reduces the impact of an error or defect.

Unless the context otherwise requires:

- a) words in the singular shall include the plural, and in the plural shall include the singular;
- b) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- c) a reference to one gender shall include a reference to the other genders; and
- d) 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.

3. AGREEMENT

3.1 FISCAL is the **entire legal and beneficial owner** and licensor of the Software Service and is willing to enter into the Customer Order with the Customer to allow the Customer to subscribe to use the Software Service on the terms and conditions contained in these Master Terms and the Customer Order. By the Customer's execution of the Customer Order, the Customer agrees to comply with these Master Terms.

3.2 FISCAL has the right to amend the Master Terms from time to time and any amendments will have been deemed to have notified to the Customer when an electronic copy of the updated Master Terms is provided to the Customer.

4. SUBSCRIPTION TO SAAS

4.1 In consideration of the Subscription Fee paid by the Customer to FISCAL, FISCAL for the Duration of the Customer Order:

- a) grants to the Customer a non-exclusive non-transferable subscription to access and use the Software Service via the Website up to the annual or monthly transaction limit or any other limit (for example Business units, Named Users) as set out in the Customer Order to run the Customers internal business operation;
- b) provide to the Customer any learning or consultancy or Support Services as specified in the Customer Order.

4.2 The Customer grants FISCAL:

- a) permission to process, Host, Store and Reproduce the Customer Data in FISCAL's systems for the purposes of providing the Software Service;
- b) permission to analyse the Customer Data, either manually or automatically, to (i) correct or improve the operation and/or performance of the Software Service and (ii) **to identify and provide new products and services that may benefit the Customer**. FISCAL may analyse the Customer Data in this manner for the benefit of the broader FISCAL customer base;
- c) the right to Transmit Customer Data within FISCAL's data centre and over the internet via Third Party Connections, and display Customer Data via web browser on Named User devices and where required Transmit Customer Data outside of FISCAL to and from named third party providers (e.g. email providers),

4.3 In relation to scope of use:

- a) for the purposes of Clause 4.1, use of the Software Service shall be restricted to use of the Software as presented by the provided user interface solely for the internal benefit of the Customer;
- b) the Customer may not use the Software Service other than as specified in Clause 5.1 without the prior written consent of FISCAL, and the Customer acknowledges that additional fees may be payable on any change of use approved by FISCAL.

Commented [MJ5]: Where should the Support Services go
- Assuming they are not product specific.

Commented [MJ6]: Is it?

Commented [MJ7]: This covers Dan's marketing requirement

| | |
|---|--------------|
| FISCAL Technologies: Master Terms and Conditions (UK) | Version 6.0 |
| Updated: September 2023 | Page 3 of 14 |

4.4 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Software either during or after the Duration and the Customer warrants the same.

4.5 The Customer shall not:

- a) sub-license, assign or novate the benefit or burden of the Customer Order in whole or in part;
- b) allow the Software Service to become the subject of any charge, lien or encumbrance;
- c) allow any robotic agent (as used for robotic process automation (RPA)) to access the Software Service; and
- d) deal in any other manner with any or all of its rights and obligations under the Customer Order, without the prior written consent of FISCAL, such consent not to be unreasonably withheld or delayed.

4.6 FISCAL may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under the Customer Order, provided it gives written notice to the Customer.

4.7 When using the Software Service, except to the extent such rights cannot be validly waived by law, the Customer warrants that it will not, and will ensure that its users do not:

- a) copy, translate, disassemble, decompile, reverse engineer or otherwise modify any parts of the Software Service;
- b) use the Software Service for any unlawful, illegal, fraudulent or harmful purpose or activity;
- c) infringe the intellectual property rights of any entity or person;
- d) circumvent or disclose the user authentication or security of the Software Service or any host, network, or account related thereto;
- e) access the Software Service for the purpose of building a competitive product or service or copying its features or user interface;
- f) use Software components other than those specifically identified in the Software (as set out in the Customer Order) even if it is technically possible for Customer to do so;
- g) permit access to the Software Service by a direct competitor of FISCAL;
- h) make any use of the Software Service that violates any applicable local, state, national, international or foreign law or regulation;
- i) use the Software Service in the operation of a service bureau, outsourcing or time-sharing service without the prior written consent of FISCAL;
- j) not transmit, or input into the Website, any files that may damage any other person's computing devices or software, content that may be offensive;
- k) not attempt to gain unauthorised access to any materials other than those to which the Customer has been given express permission to access or to the computer system on which the Software Service is Hosted; or
- l) use the Software Service in any way that causes, or may cause, damage to the Website, the Software Service or Platform or impairment of the availability or accessibility of the Software Service.

4.8 The Customer shall be responsible for the acts and omissions of its Named Users as if they were the acts and omissions of Customer. Named User access credentials issued to access or utilise the Software Service cannot be shared or used by more than one individual at a time, provided however, a Named User's access rights may be transferred from one individual to another if the original Named User is removed from the Software Service, no longer requires, or is no longer permitted access to or use of the Software Service. The Customer shall be responsible to ensure that all usernames and passwords are kept secure and confidential. The Customer must immediately notify FISCAL of any unauthorised use of passwords or any other breach of security. FISCAL shall then reset passwords and the Customer must take all other actions that FISCAL reasonably deems necessary to maintain or enhance the security of FISCAL's Software Service.

4.9 FISCAL or its licensors own all right, title and interest in all copyrights, trademark rights, patent rights and other intellectual property or other rights in the Software Service, any Documentation, and any improvements, design contributions or derivative works thereto. Except for the limited rights granted, the Customer Order does not transfer from FISCAL any proprietary right or interest in the Software Service. All rights not granted to Customer in the Customer Order are reserved by FISCAL and its licensors.

4.10 FISCAL may change or modify the Software Service at any time during the Term of the Customer Order but may not materially diminish the functionality of the Software Service unless required to do so to meet legal requirements. FISCAL will provide the Customer with all Releases made generally available to its customers and the SaaS Platform shall be upgraded to the latest Release by FISCAL according to FISCAL's release schedule.

4.11 If the Customer is granted free access under the Customer Order to the Software Service (for acceptance testing, demo, security testing or other non -production use), to the extent permitted by applicable law, Customer agrees that

| | |
|---|--------------|
| FISCAL Technologies: Master Terms and Conditions (UK) | Version 6.0 |
| Updated: September 2023 | Page 4 of 14 |

a) FISCAL has no obligation to provide any support services or meet any service level objectives; and

b) FISCAL may cease providing the Software Service at any time without notice. This Clause supersedes any conflicting term of the Customer Order.

4.12 The Customer agrees that its supply of access to the Software Service, the Support Services and the Documentation shall be FISCAL's entire delivery obligation. These documents conclusively define the agreed upon characteristics of the Software Service which is the entire service to be delivered by FISCAL. FISCAL does not have any additional obligations with regard to any further characteristic. For clarity, the Software Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by FISCAL, including any roadmaps, with respect to future functionality or features.

4.13 The Customer shall:

a) ensure that any non-transactional limit specified in the Customer Order (for example Business units, Named Users) will not be exceeded;

b) immediately notify FISCAL as soon as it becomes aware of any unauthorised use of the Software Service by any person;

c) pay, for broadening the scope of the non-transactional items granted under the Customer Order to cover the unauthorised use, an amount equal to the fees which FISCAL would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in Clause 6.4, from such date to the date of payment.

4.14 FISCAL shall be entitled to use Software telemetry to monitor the Customer's number of Named Users (or other applicable usage metric stated in the Customer Order) regarding usage of the Software Service to ensure Customer's compliance with the Customer Order and FISCAL may utilise the information concerning the Customer's use of the Service to improve FISCAL products and services and to provide the Customer with reports on its use of the Software Service (FISCAL being under no obligation to provide such reports to the Customer).

4.15 FISCAL shall not to be deemed responsible for a failure to provide the Software Service where faults arise from:

a) misuse, incorrect use of or damage to the Software Service from whatever cause (other than any act or omission by FISCAL or the cloud solution provider that is engaged by FISCAL), including failure or fluctuation of electrical power;

b) failure to maintain the necessary environment and conditions for use of the Software Service;

c) use of the Software Service in combination with any other unapproved non-FISCAL software;

d) any breach of the Customer's obligations under these Master Terms or the Customer Order howsoever arising or having the Software maintained by a third party;

e) any Modification of the Customer's own software which may interfere with delivery of the Software Service; or

f) Named User error.

5. FEES

5.1 For Software Services attracting Annual Subscription fees, the Customer shall be invoiced Subscription Fees annually in advance during the Duration as set out in the Customer Order.

5.2 For Software Services attracting Monthly Subscription fees, The Customer shall be invoiced Subscription Fees monthly in advance during the Duration as set out in the Customer Order. The first monthly Subscription Fee shall be pro-rated to cover the number of days from the Effective Date until the end of the next calendar month. All subsequent monthly Subscription Fees shall be Invoiced in advance on the 1st of each calendar month.

5.3 At FISCAL's discretion, the Customer shall pay to FISCAL any Overage Fees due during the Duration.

5.4 FISCAL reserves the right to charge the Customer additional fees throughout the Duration of the Customer Order for:-

a) any costs incurred by FISCAL in the event that any Customer onsite learning or consultancy days being provided by FISCAL to the Customer is cancelled by the Customer within 14 days of the agreed training date (such costs to include but are not limited to the costs of hotel cancellation fees and any non-refundable travel expenses incurred by FISCAL in preparation for providing the training to the Customer);

b) an additional fee for any additional support services provided to the Customer which fall outside of the Support Services;

c) an additional fee for access to any functionality that has been deemed by FISCAL to be separately chargeable; typically this will be for major new functionality. Access to such major new functionality will be optional;

Declaring that all additional fees as set out in this Clause 5.4 shall be properly and reasonably

Commented [MJ8]: DO we want this with Overage charges?

| | |
|---|--------------|
| FISCAL Technologies: Master Terms and Conditions (UK) | Version 6.0 |
| Updated: September 2023 | Page 5 of 14 |

incurred by FISCAL and discussed and agreed with the Customer in advance.

5.5 All sums payable under the Customer Order are exclusive of VAT or any relevant local sales taxes, for which the Customer shall be responsible.

5.6 All sums payable under the Customer Order are due 15 days from the date of each Invoice.

5.7 If the Customer fails to make any payment due to FISCAL under the Customer Order by the due date for payment, then, without limiting FISCAL's remedies to terminate the Customer Order FISCAL will be entitled (i) to charge interest on the overdue amount at the rate of 1.5% per month above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment; and (ii) to suspend the Customer's subscription to the Software Service thus suspending delivery of the Software Service until the Customer makes the outstanding payment and FISCAL receives the payment of outstanding sums plus interest.

5.8 The subscription fees as stated in the Order Agreement are the annual or monthly subscription fees for the first year of any contract term only. On each anniversary of the Effective date the subscription payable will increase by the percentage change in the Retail Price Index (RPI) measured each December as published by the Office for National Statistics plus four percent (+4%). For the avoidance of doubt, if a contract is effective from 1st June 2023 and is based on a 3-year term, the subscription for Year 2 will be the Year 1 subscription price plus RPI (as of December 2023) + 4% and the subscription price for Year 3 will be the total value of Year 2 subscription price plus RPI (as of December 2024) +4%.

Commented [MJ9]: Watch Annual or Monthly - are stating Monthly amounts in the OA

6. CONFIDENTIALITY AND PUBLICITY

6.1 Each party shall, during the term of the Customer Order and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of the Customer Order) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value including the terms and contents of the Customer Order) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of the Customer Order, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

6.2 No party shall make, or permit any person to make, any public announcement concerning the Customer Order without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

6.3 Each party shall notify the other party if any of its staff connected with the provision or receipt of the Services becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.

6.4 Nothing in the foregoing clause 6 shall prevent FISCAL from informing any third parties that the Customer is a customer of FISCAL and a user of the Software Services.

7. CUSTOMER DATA

7.1 The Customer shall be responsible for entering its Customer Data into the Software Service and the Customer shall be responsible for the content of the Customer Data supplied. The Customer agrees that it has collected and shall maintain and handle all Customer Data in compliance with this Master Agreement, all applicable data privacy and protection laws, rules and regulations including but not limited to the Data Protection Laws. The Customer is solely responsible for determining the suitability of the Software Service for Customer's business and complying with any regulations, laws, or conventions applicable to the Customer Data and Customer's use of the Software Service including but not limited to the Data Protection Laws.

7.2 The Customer warrants to FISCAL that the use of the Customer Data and content contributed by the Customer by FISCAL in accordance with the Customer Order will not:

- a) breach the provisions of any law, statute or regulation;
 - b) contain any Special Category Data;
 - c) infringe the Intellectual Property Rights or other legal rights of any person; or
 - d) give rise to any cause of action against FISCAL,
- in each case in any jurisdiction and under any applicable law.

7.3 FISCAL will create a back-up copy of the Customer Data at least daily and will ensure that

| | |
|---|--------------|
| FISCAL Technologies: Master Terms and Conditions (UK) | Version 6.0 |
| Updated: September 2023 | Page 6 of 14 |

each such copy is sufficient to enable FISCAL to restore the Software Service to the state they were in when the back-up was taken. The Customer Data will be retained and securely stored, for each such copy, for a minimum period of 3 days.

8. DATA PROTECTION

8.1 Both parties shall, at all times, comply with all applicable requirements of the Data Protection Laws. This Clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws. A breach of these provisions will be considered a material breach under the Master Agreement.

8.2 Each Party shall bear its own costs in relation to compliance with Data Protection Laws (with the exception that FISCAL reserves the right to charge the Customer for reasonably and properly incurred costs (such costs to be agreed by FISCAL and the Customer in writing in advance, both parties acting reasonably) incurred by FISCAL in relation to any audits required by the Customer in accordance with Clause 8.15.

8.3 FISCAL shall only process Personal Data for the Duration unless otherwise expressly provided, in which case the processing shall only last as long as necessary under the Data Protection Laws and only to the extent necessary for the Purpose.

8.4 The subject matter of the processing of Personal Data is set out in the Master Terms and Conditions and the nature and purpose of the processing of Personal Data is the Purpose.

8.5 FISCAL as Processor may carry out processing activities such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) in accordance with the purposes set out in the Master Agreement.

8.6 Data Subjects – The Data Subjects whose Personal Data FISCAL may process for the Purpose may include:

- a) suppliers or prospective suppliers;
- b) employees or prospective employees; or
- c) other entities (including temporary employees, contractors and sub-contractors) of the Customer as applicable.

8.7 Types of Personal Data – The types of Personal Data which FISCAL may process (only to the extent necessary to carry out the Purpose) of those Data Subjects are:

- a) personal contact information (including names, addresses, email addresses, mobile and telephone numbers);
- b) employment details (including employee name, employee ID, system login IDs, bank details);
- c) business contact details;
- d) financial details; and
- e) other types of Personal Data which the Customer expressly informs FISCAL that FISCAL may process in order to fulfil the Purpose.

8.8 No Special Category of Personal Data will be processed by FISCAL and the Customer warrants to FISCAL that it shall not provide Special Category Data to FISCAL at any time.

8.9 Data Processor Obligations – FISCAL shall, in relation to any Personal Data processed in connection with the provision of the Services under the Master Agreement:

- a) process that Personal Data only on written instructions from the Customer unless FISCAL is required by UK Laws applicable to FISCAL to process Personal Data ("Applicable Data Laws");
- b) where FISCAL is relying on UK Laws as the basis for processing Personal Data under sub-clause a) above, FISCAL shall promptly notify the Customer of this before performing the processing required by the Applicable Data Laws unless those Applicable Data Laws (or other applicable laws) prohibit FISCAL from notifying the Customer; and
- c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential. Only personnel of FISCAL who are necessarily required to have access to the Personal Data for the Purpose shall have access to the Personal Data.

8.10 FISCAL shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

| | |
|---|--------------|
| FISCAL Technologies: Master Terms and Conditions (UK) | Version 6.0 |
| Updated: September 2023 | Page 7 of 14 |

8.11 Sub-Processors – The Customer agrees to FISCAL appointing Sub-Processors (including, without limitation, courier, customer service, fulfilment centre and IT services) in relation to the Purpose only provided that:

- a) FISCAL confirms that it has entered or (as the case may be) will enter with a Sub-Processor into a written data processor agreement incorporating terms which are substantially similar to these GDPR provisions;
- b) FISCAL shall make available to the Customer a current list of Sub-Processors used by FISCAL in connection with the Purpose (including the identities of those Sub-Processors) and will from time to time inform the Customer of any proposed new Sub-Processor and provide the Customer with full details of the processing to be undertaken by that new Sub-Processor;
- c) if at any time the Customer has reasonable grounds (based on non-compliance or a material risk of non-compliance with the Data Protection Laws) to object to any new Sub-Processor, FISCAL shall work with the Customer in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that new Sub-Processor. Where such a change cannot be made within 90 days of the Customer notifying the same to FISCAL then, notwithstanding anything in the Master Agreement, the Customer may by written notice to FISCAL terminate the Master Agreement to the extent it relates to the Services which require the use of the new Sub-Processor. Any such termination pursuant to this Clause will not affect the accrued rights and obligations of the parties prior to that termination.

The Customer consents to FISCAL use of a sub-processor to provide data centre services in connection with the provision of the Software Services.

8.12 FISCAL shall not transfer any Personal Data outside of the European Economic Area (EEA).

8.13 Rights of Data Subjects – In the event that a Data Subject contacts FISCAL directly with a request to access, amend, restrict, object to or delete information held about such Data Subject, FISCAL shall, at no cost, without undue delay:

- a) refer the Data Subject to the Customer;
- b) advise the Customer of such a request; and
- c) co-operate and assist the Customer with resolving such request to the extent this is in the reasonable control of FISCAL.

FISCAL shall assist the Customer in ensuring compliance with the Customer's obligations under the Data Protection Laws with respect to security, breach notifications, Data Protection Impact Assessments and any other required notifications or consultations with any Supervisory Authority or regulator.

8.14 Personal Data Breach Notification – If FISCAL becomes aware of or reasonably suspects that a Personal Data breach has occurred (including any serious disruptions in operations of any Services), FISCAL shall:

- a) notify the Customer without undue delay of FISCAL becoming aware of the breach;
- b) investigate the Personal Data breach and provide the Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data breach, including making available a suitably senior and appropriately qualified individual to discuss any concerns or questions the Customer may have; and
- c) co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of such Personal Data breach and measures to prevent a recurrence.

FISCAL shall not make any public statement concerning the Personal Data breach without the prior written consent of the Customer.

8.15 Records and Right to Audit – FISCAL shall maintain complete and accurate records and information to demonstrate FISCAL's compliance with this Master Agreement and the Data Protection Laws, including a record of processing (where applicable), and allow for and contribute to audits by the Customer or the designated auditors of the Customer upon receiving prior reasonable notice in writing. If FISCAL reasonably believes that any instruction given by the Customer pursuant to this Clause 8.15 will infringe the Data Protection Laws or any other Applicable Data Laws, FISCAL will immediately inform the Customer of this in writing.

8.16 Return/Deletion – FISCAL shall promptly and securely delete all Personal Data, whether manual or electronic (at no cost to the Customer):-

- a) within 4 weeks of the expiry of the Master Agreement (unless FISCAL receives written instructions from the Customer to the contrary), or
- b) upon an earlier written request from the Customer (and on receipt of such written request FISCAL shall delete Personal Data within one week).

8.17 Clause 8.16 does not apply to the extent FISCAL is required by Applicable Data Laws to store the Personal Data.

8.18 Customer Undertaking – The Customer undertakes to ensure that it has all necessary consents or notices in place (and shall maintain throughout the Term of the Master Agreement

| | |
|---|--------------|
| FISCAL Technologies: Master Terms and Conditions (UK) | Version 6.0 |
| Updated: September 2023 | Page 8 of 14 |

and/or it has and will continue to have a recognised legal basis or legitimate ground, to collect or otherwise process such Customer Data throughout the Term and for the purposes of the Master Agreement and the transfer of Customer Data to FISCAL for these purposes.

9 CUSTOMER RESPONSIBILITIES

9.1 The Customer shall at all times:

- a) co-operate with FISCAL in performing the Software Service and provide any assistance or information as may reasonably be required by FISCAL;
- b) report faults promptly to FISCAL; and
- c) effect and maintain adequate security measures to safeguard the Software Service from any unauthorised access to or use of the Software Service and maintain the Software Service under its effective control.

9.2 The Customer shall indemnify FISCAL against any losses, damages, costs (including properly and reasonably incurred legal fees) and expenses incurred by or awarded against FISCAL as a result of the Customer's breach of the Customer Order or any negligent or wrongful act of the Customer, its officers, employees, contractors, agents.

9.3 FISCAL undertakes to implement appropriate internal policies and perform regular checks in order to minimise the risk of downloading malware to the Customer using the Software Service. Should FISCAL discover that malware has been downloaded it will notify the Customer immediately and work with the Customer in good faith to effect an appropriate remedy. For the avoidance of doubt, provided that FISCAL has complied with these procedures, FISCAL shall have no liability to the Customer or any person claiming through the Customer for any loss suffered by the Customer as a result of any malware. The Customer agrees and warrants that it will implement and maintain appropriate anti-malware measures within their own environment for users of the Software Service.

9.4 The Customer shall maintain commercially reasonable security standards for its and its Named User's use of the Software Service.

9.5 The Customer acknowledges that FISCAL shall not be liable for any breaches of the Customer's obligations under the Customer Order caused wholly or in part by any breach of the Customer's responsibilities or acts or omissions of the Customer or the acts or omissions of the Customer's employees or agents.

10 EXPORT AND COMPLIANCE WITH POLICIES

10.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under the Customer Order (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (Export Control Laws), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

10.2 Each party undertakes:

- a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
- b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

11 WARRANTIES

11.1 FISCAL warrants that the Software will conform in all material respects to the Specification. If, the Customer notifies FISCAL in writing of any defect or fault in the Software Service in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, (i) having used the Software Service outside the terms of the Customer Order or (ii) for a purpose or in a context other than the purpose or context for which it was designed or (iii) in combination with any other software not provided by FISCAL, or (iv) it has not been accessed via FISCAL-specified or suitably configured equipment, FISCAL shall, at FISCAL's option, do one of the following:

- a) repair the Software; or
- b) terminate the Customer Order immediately by notice in writing to the Customer and refund any of the Annual or Monthly Subscription Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) and shall remove the Customer's access to the Software Service, provided the Customer provides all the information that may be necessary to assist FISCAL and co-operates with FISCAL fully in resolving the defect or fault, including but not limited to providing

| | |
|---|--------------|
| FISCAL Technologies: Master Terms and Conditions (UK) | Version 6.0 |
| Updated: September 2023 | Page 9 of 14 |

FISCAL with a documented example of any defect or fault, or sufficient information to enable FISCAL to re-create the defect or fault.

11.2 FISCAL does not warrant that the use of the Software will be uninterrupted or error-free. Amongst other things, the operation and availability of the systems used for accessing the Software Service, including public telephone services, computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to the Software Service. FISCAL is not in any way responsible for any such interference or prevention of access for the Customer or use of the Software Service.

11.3 The Customer warrants and accepts responsibility for the selection of the Software Service to achieve its intended results and acknowledges that the Software Service has not been developed to meet the individual requirements of the Customer.

11.4 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Customer Order or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

12. LIMITS OF LIABILITY

12.1 Except as expressly stated in Clause 12.2;

a) FISCAL shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

(i) special damage even if FISCAL was aware of the circumstances in which such special damage could arise;

(ii) loss of profits;

(iii) loss of anticipated savings including any missed duplicate payments;

(iv) loss of business opportunity;

(v) loss of goodwill;

provided that this Clause 12.1(a) shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of Clause 12.1(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (v) inclusive of this Clause 12.1(a);

b) the total liability of FISCAL, whether in contract, tort (including negligence) or otherwise and whether in connection with the Customer Order or any collateral contract, shall in no circumstances exceed a sum equal to the amount of the Subscription Fees paid by the Customer during the 12 months preceding the date on which the claim arose; and

c) the Customer agrees that, in entering into the Customer Order, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in the Customer Order or (if it did rely on any representations, whether written or oral, not expressly set out in the Customer Order) that it shall have no remedy in respect of such representations and (in either case) FISCAL shall have no liability in any circumstances otherwise than in accordance with the express terms of the Customer Order.

12.2 The exclusions in Clause 12.1 shall apply to the fullest extent permissible at law, but FISCAL does not exclude liability for:

a) death or personal injury caused by the negligence of FISCAL, its officers, employees, contractors or agents;

b) fraud or fraudulent misrepresentation;

c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

d) any other liability which may not be excluded by law.

12.3 All dates supplied by FISCAL for the provision of the Software Service shall be treated as approximate only. FISCAL shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

12.4 All references to "FISCAL" in this Clause 12 shall, for the purposes of this Clause be treated as including all employees, subcontractors of FISCAL and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this Clause.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Customer acknowledges that all Intellectual Property Rights in the Software and Software Service and Support Services belong and shall belong to FISCAL, and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of the Customer Order.

13.2 FISCAL undertakes at its own expense to defend the Customer or, at its option, settle any

| | |
|---|---------------|
| FISCAL Technologies: Master Terms and Conditions (UK) | Version 6.0 |
| Updated: September 2023 | Page 10 of 14 |

claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of the Customer Order infringes the UK Intellectual Property Rights of a third party (Claim) and shall be responsible for any reasonable and properly incurred losses, damages, costs (including properly and reasonably incurred legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, Clause 12.2 shall not apply where the Claim in question is attributable to the use of the Software Service (or any part thereof) by the Customer other than in accordance with the terms of the Customer Order.

13.3 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, FISCAL's obligations under Clause 12.2 are conditional on the Customer:

- a) as soon as reasonably practicable, giving written notice of the Claim to FISCAL, specifying the nature of the Claim in reasonable detail;
- b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of FISCAL (such consent not to be unreasonably conditioned, withheld or delayed);
- c) giving FISCAL and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable FISCAL and its professional advisers to examine them and to take copies (at FISCAL's expense) for the purpose of assessing the Claim; and
- d) subject to FISCAL providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as FISCAL may reasonably request to avoid, dispute, compromise or defend the Claim.

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

- a) procure for the Customer the right to continue to use the Software Service (or any part thereof) in accordance with the terms of the Customer Order;
- b) modify the Software Service so that it ceases to be infringing;
- c) In the event that the Software Service cannot be modified in accordance with Clause 13.4(a) or Clause 13.4(b), to terminate the Customer Order immediately by notice in writing to the Customer and refund any of the Annual or Monthly Subscription Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software Service to the date of termination) and shall remove the Customer's access to the Software Service.

Provided that, if FISCAL modifies the Software Service, the modified Software Service must comply with the warranties contained in Clause 10.1 and the Customer shall have the same rights in respect thereof as it would have had under those Clauses had the references to the date of the Customer Order been references to the date on which such modification was made.

13.5 Notwithstanding any other provision in the Customer Order, Clause 12.2 shall not apply to the extent that any claim or action referred to in that Clause arises directly or indirectly through the use of any third-party software or through the breach of any third-party additional terms by the Customer.

13.6 This Clause 14 constitutes the Customer's exclusive remedy and FISCAL's only liability in respect of Claims and, for the avoidance of doubt, is subject to Clause 11.1.

14. INSURANCE

14.1 During the term of the Customer Order and after the expiry or termination of the Customer Order, FISCAL shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount in aggregate not less than £2,000,000 (two million pounds sterling) and public liability insurance at an amount not less than £5,000,000 (five million pounds sterling) and employers liability insurance at an amount not less than £10,000,000 (ten million pounds sterling) to cover the liabilities that may arise under or in connection with the Customer Order and shall produce to the Customer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

15. DURATION and TERMINATION

15.1 The Software Service shall be made available for the Duration unless terminated in accordance with this clause 15.

15.2 Either Party may terminate this Agreement for convenience:

- a) for Software Services attracting Annual Subscription fees by giving the other party not less than 90 days written notice to expiry thereof of the Current Term.
- b) for Software Services attracting Monthly Subscription fees by giving the other party not less than 90 days written notice. Such notice to terminate this Agreement at the end of the calendar month of the 90 day notice period.

| | |
|---|---------------|
| FISCAL Technologies: Master Terms and Conditions (UK) | Version 6.0 |
| Updated: September 2023 | Page 11 of 14 |

15.3 Without affecting any other right or remedy available to it, either party may terminate the Customer Order with immediate effect by giving written notice to the other party if:

- a) the other party fails to pay any amount due under the Customer Order on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
- b) the other party commits a material breach of any other term of the Customer Order which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- l) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

15.4 The Customer and FISCAL may terminate the Customer Order in accordance with any specific terms contained therein.

15.5 Any provision of the Customer Order that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Customer Order shall remain in full force and effect.

15.6 Termination or expiry of the Customer Order 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 the Customer Order which existed at or before the date of termination or expiry.

15.7 On termination for any reason:

- a) all rights granted to the Customer under the Customer Order shall cease;
- b) the Customer shall cease all activities authorised by the Customer Order;
- c) the Customer shall immediately pay to the FISCAL any sums due to the FISCAL under the Customer Order;
- d) FISCAL shall immediately revoke access to the Software Service; and
- e) FISCAL shall destroy all copies of the Customer Data then in its possession, custody or control within 28 days and certify to the Customer that it has done so.

15.8 Any provision of the Customer Order which expressly or by implication is intended to come into or continue in force on or after termination of the Customer Order including the following provisions of these Master Terms Clause 1 (Scope of Application of Terms) Clause 2 (Definition), Clause 6 (Confidentiality and Publicity), Clause 10 (Export and Compliance with Policies), Clause 11 (except Clause 11.1) (Warranties), Clause 12 (Limits of Liability) and Clause 15 (Duration and Termination) shall remain in full force and effect.

16. MISCELLANEOUS

16.1 Waiver – No failure or delay by a party to exercise any right or remedy provided under the Customer Order 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

Commented [MJ10]: Check these section numbers on completion

| | |
|---|---------------|
| FISCAL Technologies: Master Terms and Conditions (UK) | Version 6.0 |
| Updated: September 2023 | Page 12 of 14 |

exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.2 Remedies – Except as expressly provided in the Customer Order, the rights and remedies provided under the Customer Order are in addition to, and not exclusive of, any rights or remedies provided by law.

16.3 Entire Agreement

a) The Master Terms, the Customer Order, the Software Specification, and the Service Level Agreement and all Schedules, Annexes and the documents annexed as appendices to the same or otherwise referred to therein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

b) Each party acknowledges that, in entering into the Customer 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 Customer Order or not) (Representation) other than as expressly set out in the Customer Order or those documents.

c) Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in the Customer Order.

d) Nothing in this Clause shall limit or exclude any liability for fraud.

16.4 Variation – No variation of the Customer Order shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.5 Severance

a) If any provision or part-provision of the Customer Order 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 the Customer Order.

b) If any provision or part-provision of the Customer Order is invalid, illegal or unenforceable, the parties shall negotiate in good faith and with reasonable speed to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.6 Counterparts – The Customer Order 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 Customer Order.

16.7 Third Party Rights – A person who is not a party to the Customer Order shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Customer Order, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

16.8 No Partnership or Agency – Nothing in the Customer Order 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 or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16.9 Force Majeure – Neither party shall be in breach of the Customer Order nor liable for delay in performing, or failure to perform, any of its obligations under the Customer Order 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 OR the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Customer Order by giving 14 days' written notice to the affected party.

16.10 Notices –

a) Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

b) Any notice shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

| | |
|---|---------------|
| FISCAL Technologies: Master Terms and Conditions (UK) | Version 6.0 |
| Updated: September 2023 | Page 13 of 14 |

- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- c) This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this Clause, "writing" shall not include e-mail.
- 16.11 Governing Law and Jurisdiction
- a) The Customer Order and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- b) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Customer Order or its subject matter or formation (including non-contractual disputes or claims).