

ARMAGH POS SOLUTIONS MASTER SERVICES AGREEMENT

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF ARMAGH POS SOLUTIONS OFFERINGS. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A PURCHASE, QUOTE OR SCHEDULE THAT REFERENCES THIS AGREEMENT OR UPON YOUR USAGE OF THE ARMAGH POS SOLUTIONS OFFERING, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ARMAGH POS SOLUTIONS OFFERINGS. THE PARTIES AGREE THAT THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED. THE PARTIES AGREE THAT THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT ARE THE SAME AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY.

You may not access any Armagh POS Solutions Offerings if You are a direct competitor, except with Armagh POS Solutions' prior written consent. In addition, you may not access any Armagh POS Solutions Offerings for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

1. INTRODUCTION

1.1 This Master Agreement ("Master Agreement") is between Armagh Cash Register Limited (also identified as "Armagh POS Solutions") an Ontario limited liability company located at 180 Dundurn Street South, Hamilton, Ontario, Canada, L8P 4K3, and your organization, ("Merchant" or "Client" or "You" or "Your"), is effective on the date set forth in the referencing Schedule and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Addendums.

1.2 The Master Agreement may incorporate any applicable Addendum attached hereto.

2.0 Interpretation

2.1 Definitions.

In this agreement, unless otherwise stated the following terms shall have the meaning prescribed for each:

"Agreement" means this agreement and all subsequent amendments and Change Orders in writing and executed by authorized officials of the Parties;

"Business Day" means any day other than Saturday or Sunday or a statutory holiday so recognized by the province of Ontario;

"Change Order" means the document executed by the Parties confirming their agreement to undertake a change to the Services or related matters pursuant to a Change Order Request;

“Change Order Request” means the procedure described in this Agreement for the Parties to consider changes to the Services or related matters under this Agreement;

“Customer” means the end user customer of the Merchant;

“Documentation” means the documentation, technical product specifications and/or user manuals, published by Armagh POS Solutions or any manufacturer or vendor partnered with Armagh POS Solutions that is made generally available with or for Armagh POS Solutions Offerings;

“Investment Summary” means a detailed Quote containing software, hardware, and or service offerings;

“Merchant” means the Client of Armagh POS Solutions, which may include but is not limited to retail services, retail stores, restaurants, or grocery stores, or more generally the Purchaser or User of Armagh POS Solutions offerings;

“Merchant Data” means all information of whatever nature and type, and in all formats of the Merchant, in respect of which the Merchant has a proprietary interest;

“Investment Summary” means any form of proposal prepared by Armagh POS Solutions setting out the specific goods and/or services to be provided to the Merchant;

“Parties” means the Merchant and Armagh POS Solutions, and “Party” means one of them as the context provides;

“PaaS” means POS As A Service and usually includes software, services (SaaS) with the inclusion of hardware provided by subscription;

“Proprietary and Confidential Information” means any confidential or proprietary information, data, materials, and other information of either Party, whether or not marked or otherwise identified as proprietary or confidential;

“SaaS” means Software As A Service and usually includes software and services provided by subscription;

“Schedule” means a signed mutually agreed ordering document such as an Armagh POS Solutions order quote, investment summary, or statement of work for the specific Armagh POS Solutions Offering licensed or purchased;

“Service Provider” means Armagh Cash Register Limited, and may also be identified as Armagh POS Solutions, Armagh, or Armagh POS;

“Service Provider Data” means all information, of whatever nature and type, and in all formats of Armagh POS Solutions used to provide the Services, in respect of which Armagh POS Solutions has a proprietary interest. Service Provider Data is deemed to be Proprietary and Confidential Information of Armagh POS Solutions;

“Services” means the services performed by the Service Provider for the Client for as described in this Agreement;

“Services Standards” means the agreed-to target performance standards of the Service Provider in performing the Services under this Agreement, as they may be changed from time to time by Change Order;

“Subscription” means a program of payments made in a regular time interval in return for software, hardware, product, and or services;

“Technology” means the technology—based products such as, but not limited to, computer hardware and software of the Merchant, for which Armagh POS Solutions is performing Services under this Agreement, as set out at Schedule “A” hereto;

3.0 Schedules

3.1 The Schedules appended to and forming part of this Agreement are described in subsection 3.2. In the event of any inconsistency or conflict between the provisions of a schedule and the terms and conditions of this Agreement, the provisions of the schedule shall prevail.

3.2 The Schedules to this Agreement are as follows:

Schedule A: Investment Summary

Schedule B: Services Standards

Schedule C: Change Order Process

3.3 The Schedules may be changed from time to time by agreement of the Parties by Change Order.

4.0 Appointment and Acceptance

4.1 The Merchant appoints Armagh POS Solutions, and Armagh POS Solutions accepts the appointment, to perform the Services described in the Schedule. The Parties agree that:

(a) the Services may be changed during the term of this Agreement in accordance with the Change Order Process described in Schedule D; and

(b) the Parties may agree to the provision of further Services and/or Technology as set out in any further Schedule, and the Parties expressly agree and acknowledge that the provisions of this Agreement shall apply to all subsequent services and/or technology provided by the Service Provider. It is the intention of the Parties that this Agreement act as a master services agreement that shall govern all subsequent supplies of services or materials, whether or not this Agreement is re-executed in respect of such supply, and the provisions thereof shall apply with equal force and effect. It is the further intention of the Parties that any Schedule issued by the Service Provider and accepted by the Client subsequent to this Agreement shall be deemed to be an addition to this Agreement, as applicable.

5.0 Term

5.1 This Agreement shall be in effect for a period of 12 months from the date of purchase. This Agreement shall automatically renew each year on the anniversary date of the purchase, unless cancelled in writing by the Merchant, 30 days prior to the date of the cancellation request.

6.0 Payment

6.1 The Client shall pay the Service Provider the amount(s), set out in the Schedule as follows:

- (a) Purchases: 50% deposit on placement of order;
- (b) Leases: First and last payments due on placement of order, plus any applicable lease administration fees and taxes; and
- (c) All other amounts are due upon receipt.

6.2 On past due charges and late payments the Service Provider may impose a late payment charge equal to 24% per annum.

6.3 The Client shall be responsible for all sales and consumption taxes imposed or levied in respect of the charges paid or payable to Armagh POS Solutions, other than any tax on the income of the Armagh POS Solutions.

6.4 Armagh POS Solutions shall be entitled to request additional deposits or to modify the payment terms set out at section 6.1 above based on the Client's creditworthiness.

6.5 Any additional services provided by Armagh POS Solutions beyond the Services set out in the Schedule shall be billed to the Merchant at the amount quoted by Armagh POS Solutions or, where no amount was quoted in advance, at the applicable hourly rate for System Support Services set out at Addendum C hereto.

6.6 The Client shall pay any Monthly Recurring Service Fees, including any changes to Monthly Recurring Service Fees in the event that a third party software or service vendor changes their respective service and/or license fees.

7.0 Services Standards

7.1 Armagh POS Solutions shall perform the Services in accordance with the Services Standards described in Addendum C, and subject to the terms set out therein.

8.0 Service Provider Responsibilities

8.1 Armagh POS Solutions shall:

- (a) Perform the Services conscientiously and lawfully, in accordance with the provisions of this Agreement, including those provisions of Addendum C (Services Standards);
- (b) Perform the Services in a good and professional manner using qualified and competent Services personnel, and in compliance with the Services Standards Addendum;
- (c) Complete and submit all reports and other information in accordance with the requirements of the Schedule;
- (d) Abide by all legal requirements in regard to the access to, use or any modifications to the Technology in performance of the Services;
- (e) Comply with all access and security procedures of the Client of which it has been informed in writing; provided only that if there is any change to such procedures after the date of this Agreement, and for which compliance by Armagh POS Solutions causes delay, an increase in costs or other material change to the Services or other Armagh POS Solutions obligations under this Agreement, the Services Schedule and Services Standards Schedule, as applicable, will be modified accordingly by Change Order; and
- (f) Access, receive, use, retain and disclose Merchant Proprietary and Confidential Information only for performance of the Services, in a secure and confidential manner and in accordance with any reasonable restrictions or other requirements of the Client of which it has been informed in writing.

9.0 Merchant Responsibilities

9.1 To enable and support Armagh POS Solutions in performance of the Services the Merchant shall, without limitation:

(a) Perform those tasks assigned to the Merchant in accordance with the provisions of the Schedule and this Agreement, including but not limited to:

i. The supply of:

1. A stable internet connection with sufficient bandwidth to accommodate the Services;

2. Adequate electrical service to the point of installation of all Technology;

3. Data cables to the point of installation of all Technology, and/or stable and secure wireless internet for all Technology;

4. All Technology not otherwise purchased or leased from Armagh POS Solutions;

ii. Comply with the terms of all software and service licenses entered into by the Merchant in support of the Technology and/or Services;

iii. Where the Services include the processing of gift cards, the Merchant shall maintain accurate record of all gift cards issued, including any balances thereon. Under no circumstances shall Armagh POS Solutions be responsible for any claim or damage arising from the use, misuse, abuse, or processing of gift cards.

(b) Comply with all statutory, regulatory, and industry-imposed obligations of electronic payment processors, including but not limited to:

i. the requirements of the relevant Payment Card Industry Data Security Standard (“PCI DSS”) Client Level based on the Client’s transaction volume, and any additional obligations and/or recommendations under the PCI DSS; and

ii. all applicable privacy laws.

(c) Grant Armagh POS Solutions access to the Technology necessary for the Service Provider to perform the Services;

(d) Perform all other tasks required or recommended by Armagh POS Solutions to prevent or mitigate any loss or damage to Merchant Data or other information arising out of performance of the Services by Armagh POS Solutions and/or the operation of the Merchant’s systems, including but not limited to:

i. Using virtual private networks (“VPNs”) where the Technology and/or Services will be provided to multiple locations;

ii. Replacing all default and manufacturer-supplied passwords with unique and secure passwords, and changing all passwords not less than twice per calendar year;

- iii. The use and ongoing maintenance of anti-virus software, anti-malware software, and firewalls (hardware and/or software-based);
 - iv. The installation of all recommended, critical and/or required software patches, operating system updates, etc. within 30 days of their availability;
 - v. Maintaining adequate on-site, off-site and/or cloud-based data backups of all Merchant Data and system configurations;
- (e) Comply with all reasonable Armagh POS Solutions procedures and requirements in performance of the Services, including the recording, reporting, or reproduction of suspected errors or malfunctions and the provision of all error corrections and maintenance releases;
- (f) Immediately notify Armagh POS Solutions in the event of a suspected, threatened or actual outage or security breach;
- (g) Undertake any enhancements to or other changes to Technology during the term of this Agreement in collaboration with Armagh POS Solutions to manage any consequential change to the Services. In the event that any such change prevents or otherwise hinders performance of the Services, or any other obligation of Armagh POS Solutions under this Agreement including any performance commitment under the Services Standards Addendum, Armagh POS Solutions shall not be liable or otherwise responsible for the same and the Client shall be liable for any additional costs incurred by Armagh POS Solutions as a consequence thereof;
- (h) Implement such controls, procedures and monitoring protocols as may be required to prevent the use of the Technology and/or Services for any criminal, fraudulent, and/or unethical purpose; and
- (i) Pay the Service Provider for the Services in accordance with the Compensation and Payment provision of this Agreement.

10.0 Independent Contractor

10.1 The Parties agree that the legal relationship between them is that of principal and independent contractor. Armagh POS Solutions performs the Services as an independent contractor and all personnel utilized by Armagh POS Solutions shall be employees, contractors or agents of Armagh POS Solutions.

11.0 Change Control

11.1 The Change Order process set out in Addendum D (Change Order Process) may be initiated by either Party desiring to implement any of the following changes to the Services:

- (a) Additions to, deletions from, or other modifications to the Services described in the Schedule;
- (b) Additions to, deletions from, or other modifications to the performance commitments of the Service Provider set out in the Services Standards Addendum; and
- (c) Any modification, alteration, adjustment, addition to, upgrade, attachment to, enhancement, or other change to the Technology that will, or is likely to have, a material impact on the performance of Services by Armagh POS Solutions.

11.2 Any changes to this Agreement, other than those set out in subsection 11.1, shall be undertaken solely by means of a written amendment to this Agreement.

12.0 Representations and Warranties

12.1 Armagh POS Solutions makes the following representations and warranties to the Merchant:

- (a) Armagh POS Solutions shall perform, or cause to be performed, the Services and all other obligations under this Agreement honestly, in good faith, exercising reasonable skill, care and diligence, using personnel having a level of competence commensurate with the requirements, and in accordance with the terms and conditions of this Agreement;
- (b) Armagh POS Solutions is a PCI Qualified Integrator Reseller; and
- (c) Armagh POS Solutions shall comply with all applicable laws, statutes, ordinances, by-laws, and regulations (collectively, "Legislation") of all applicable governmental authorities.

12.2 The Merchant makes the following representations and warranties to Armagh POS Solutions acknowledging that Armagh POS Solutions is relying on each such representation and warranty in connection with the performance of Services under this Agreement, and with the further acknowledgment that Armagh POS Solutions would not have entered into this Agreement without any of the representations and warranties of the Merchant.

- (a) The Merchant is duly incorporated and has the legal authority to enter into this Agreement, and undertake all obligations and responsibilities of the Merchant described hereunder;
- (b) This Agreement has been duly authorized by all necessary corporate action by the Merchant and is a valid and binding obligation of the Merchant, enforceable against it in accordance with its terms;
- (c) The execution and performance of this Agreement does not and will not cause any default or other contravention of any other agreement or instrument to which the Merchant is a party;

- (d) There are no actions, suits or other proceedings against the Merchant, or to the Merchant's knowledge threatened or pending against the Merchant, or any of its assets, that in the reasonable opinion of the Merchant may have a material adverse effect on its financial condition or business;
- (e) The Merchant shall perform, or cause to be performed, the obligations and responsibilities of the Merchant under this Agreement honestly, in good faith, exercising reasonable skill, care and diligence, using personnel having a level of competence commensurate with the requirements, in accordance with the terms and conditions of this Agreement; and
- (f) The Merchant shall comply with all Legislation, and shall further comply with all applicable requirements under the PCI DSS protocols.

12.3 EXCEPT AS EXPRESSLY STATED IN THIS ARTICLE 12.0, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE ARE HEREBY EXCLUDED. ARMAGH POS SOLUTIONS EXPRESSLY DISCLAIMS ANY WARRANTY IN RESPECT OF THE QUALITY, MERCHANTABILITY, RELIABILITY, OR FITNESS FOR ANY SPECIFIC PURPOSE OF ANY OF THE TECHNOLOGY, SERVICES AND/OR PURCHASED OR LICENSED SOFTWARE OR SERVICES DEVELOPED OR MANUFACTURED BY A THIRD PARTY VENDOR.

13.0 Relationship Management

13.1 The Parties acknowledge that cooperation is essential to the successful performance of the Services and compliance with all other requirements of this Agreement. The Parties agree to each appoint a primary representative for the administration and other matters related to the provision of Services, and use mutually agreed processes and forms to report progress and to identify, track and resolve problems. Unless otherwise provided for in the Schedule, the standard processes and forms of the Armagh POS Solutions will be utilized. Each Party may rely on the authority of the other Party's representative provided that neither representative shall have the authority to amend or modify this Agreement.

14.0 Confidentiality of Merchant Data

14.1 Armagh POS Solutions acknowledges that Merchant's Data is Proprietary and Confidential Information of Merchant and must be protected from unauthorized access, use or disclosure. Armagh POS Solutions shall use reasonable means to keep the Merchant's Data to which it has access confidential. Armagh POS Solutions shall not access, use or disclose Merchant's Data, other than to facilitate the provision of the Services.

14.2 Notwithstanding the above, Armagh POS Solutions shall not be responsible or otherwise liable for any wrongful access to, use or disclosure of Merchant Data:

- (a) Caused, in whole or in part, by any act or omission of the Merchant;
- (b) Determined to be in the public domain;

- (c) Required by PCI to be disclosed for the purposes of demonstrating Armagh POS Solutions' and/or the Merchant's obligations under the PCI DSS protocols;
- (d) Required by law to be disclosed.

14.3 Notwithstanding the above, Armagh POS Solutions shall not be responsible or otherwise liable for any claim or damage arising from the disclosure of Merchant Data to PCI, payment processors, or applicable governing bodies or authorities where Armagh POS Solutions reasonably suspects that the Technology and/or Services are being used in furtherance of a criminal, fraudulent, and/or unethical purpose.

15.0 Confidentiality of Service Provider Data

15.1 The Client acknowledges that Armagh POS Solutions Data is Proprietary and Confidential Information of Armagh POS Solutions and must be protected from unauthorized access, use or disclosure. The Merchant shall use all reasonable means to keep Armagh POS Solutions Data to which it has access confidential. The Merchant shall not access, use or disclose Armagh POS Solutions Data, other than as required to support the provision of Services by Armagh POS Solutions.

16.0 Liability

16.1 Subject to subsection 16.2, liability of Armagh POS Solutions to the Merchant for any breach of this Agreement, regardless of the basis of the claim, including, without limitation, any claim in tort or of fundamental breach of contract, shall be direct damages only in an amount not to exceed the amounts paid by the Merchant to Armagh POS Solutions under this Agreement. In no event shall Armagh POS Solutions be liable for indirect, incidental, special or consequential damages or damages for lost profits or revenues of the Merchant relating to performance of the Services or any breach of this Agreement, even if it has been informed of the possibility thereof.

16.2 The limitation of liability described in subsection 16.1 shall not apply to claims for bodily injury, death, or damage to real property for which Armagh POS Solutions is at law responsible.

16.3 Notwithstanding the foregoing, Armagh POS Solutions shall not be liable for any expense, damage or delay caused in whole or in part by:

- (a) the incompatibility of any software or firmware patch or update with the Merchant's systems, whether developed and/or implemented by Armagh POS Solutions or by a third party;
- (b) any failure of the Technology where such failure is attributable to a manufacturing defect, damage by any person or entity other than Armagh POS Solutions, or wear and tear, provided that

Armagh POS Solutions may, in its sole discretion and at the Merchant's sole expense, facilitate any warranty claim with the applicable Technology manufacturer;

- (c) the Merchant's use of the Technology or Services, unless such expense, damage or delay is attributable to the gross negligence or wilful misconduct of Armagh POS Solutions; or
- (d) any obsolescence of the Technology for any reason.

16.4 The Merchant, as a condition of the performance of the Services, acknowledges and agrees that the limitations set out in this section 16 are reasonable given the nature of the Technology and Services, and Armagh POS Solution's role as vendor and integrator of software and equipment developed and/or manufactured by third-party vendors.

17.0 Termination

17.1 Termination for Cause.

(a) In the event that either Party commits a breach of one or more of its material duties or obligations under this Agreement ("Material Breach"), which Material Breach shall not have been cured within 15 Business Days from notice in writing advising of said Material Breach ("Cure Period"), the Party not in breach may terminate this Agreement, forthwith, for cause, by giving written notice to the Party in Material Breach.

(b) Without limiting the generality of the foregoing, each of the following specific events shall be deemed to be a Material Breach by the Merchant granting Armagh POS Solutions the right to terminate this Agreement pursuant to subsection 17.1(a):

- i. The Merchant is in breach of the Confidentiality of Armagh POS Solutions Data of this Agreement; or
- ii. The Merchant fails, without valid cause, to pay any amount owing to Armagh POS Solutions under this Agreement following written notice by Armagh POS Solutions to that effect under subsection 17.1(a), and such failure is not rectified prior to expiration of the Cure Period.

(c) Notwithstanding the foregoing, Armagh POS Solutions shall be entitled to terminate this Agreement immediately upon:

- i. The contravention of any statute, regulation, or industry-imposed standard, including but not limited to PCI DSS;
- ii. Armagh POS Solutions' reasonable suspicion that the Merchant and/or its officers, directors, employees, agents, visitors, successors and permitted assigns, or any other person or entity, are using the Technology or the Services in furtherance of any criminal, fraudulent, or unethical act or omission; or

iii. The Merchant is adjudged bankrupt, commits or threatens to commit an act of bankruptcy, makes a general assignment for the benefit of its creditors, becomes insolvent, or otherwise commences action for its winding up, reorganization, liquidation, or dissolution under any applicable law.

(d) Upon termination of this Agreement in accordance with this section 17 all responsibilities and liabilities of the Parties to each other shall cease on the specified date of termination, except only for damages that may be assessed against the Party in breach of this Agreement.

18.0 Indemnities

18.1 Service Provider Indemnification.

(a) Subject to the limitations set out at section 16, Armagh POS Solutions shall indemnify, defend, and hold harmless the Merchant, its servants, agents, successors and assigns from and against any and all losses arising from or in connection with claims made by third parties against the Merchant arising out of any gross negligence or willful misconduct of Armagh POS Solutions in the performance of Services or the observance of its obligations under this Agreement.

18.2 Client Indemnification.

(a) The Client shall indemnify, defend, and hold harmless Armagh POS Solutions, its servants, agents, successors and assigns from and against any and all losses arising from or in connection claims of infringement made against Armagh POS Solutions for any patent, copyright, trade-mark, service mark, trade name, or other proprietary rights in regard to Technology, or any other products or materials of the Merchant, accessed or used in performance of the Services, or otherwise under this Agreement.

(b) The Client shall indemnify, defend, and hold harmless the Service Provider, its servants, agents, successors and assigns from and against any and all losses arising from or in connection with claims made by third parties against the Service Provider arising out of any acts or omissions of the Client in support of the performance of the Services or the observance of its obligations under this Agreement.

18.3 Exclusive Remedy.

The indemnities described in this section 18.0 are the exclusive indemnities provided by each Party to the other under this Agreement. The indemnities shall not apply unless the Party against whom the claims are made provides the indemnifying Party with prompt written notice of such claim, grants the indemnifying Party authority to defend or settle the claim, and provides all reasonable assistance to the indemnifying Party in defending or settling the claim.

19.0 Insurance

19.1 Armagh POS Solutions shall obtain and maintain insurance coverage during the term of this Agreement for such risks and in such amounts as it may determine in its discretion from time to time.

19.2 To the extent that any equipment set out in the Schedule hereto is not owned by the Merchant, the Merchant shall arrange, at its expense, insurance against fire, loss or damage of such equipment until such equipment becomes the property of the Merchant or such equipment is returned to Armagh POS Solutions at the end of the Term.

20.0 Dispute Resolution

20.1 The Parties shall utilize all reasonable efforts to resolve any dispute in regard to the Services, the rights and duties of the Parties, or any other matter arising out of or connected with this Agreement (hereinafter "Dispute"), promptly and in a good faith manner by negotiation. If they are unable to resolve the Dispute within twenty (20) Business Days from when the Dispute first arose, either Party may by notice in writing to the other Party submit the matter to mediation. Immediately upon delivery of such notice, the Parties will make a reasonable, good faith effort to identify a mutually acceptable mediator. If the Parties cannot agree upon a mediator within a period of ten (10) Business Days or, having selected and met with the mediator cannot resolve the Dispute within five (5) Business Days thereafter, either Party may by notice in writing to the other Party direct the matter to arbitration pursuant to subsection 20.2.

20.2 The arbitration shall be undertaken before a panel of three (3) arbitrators. Each Party shall select one (1) arbitrator within five (5) Business Days and the arbitrators so chosen will select the third arbitrator within a further period of ten (10) Business Days. The third arbitrator will chair the arbitration panel. Upon the appointment of the third arbitrator, each Party shall, forthwith, submit its argument in writing, and make oral argument should the arbitration panel so require. The arbitration panel shall make its decision and so advise the Parties in writing within sixty (60) days from the completion of argument. In so doing, the arbitration panel shall be restricted to construing the terms of this Agreement. The arbitration award cannot under any circumstances exceed the remedies available under this Agreement. Each Party will bear its own costs of the arbitration and share equally the costs of the arbitration panel, unless the arbitration panel in its discretion, and pursuant to representations by the Parties, awards some or all of the costs of the arbitration to one of the Parties. The decision of the arbitration panel shall be by majority vote and final and binding on both Parties. Any award by the arbitration panel may be filed in court and enforced as a judgment of the court. All documents created in the course of or for the purposes of the mediation and arbitration, including the arbitration award, shall be kept completely confidential and shall not be disclosed by the Parties to any other party (excluding their respective counsel and advisors) without the prior written consent of the other Party. The mediation and arbitration proceedings shall be undertaken in a location determined by the mediator or the arbitration panel, as applicable. The arbitration shall be governed by the arbitration rules and procedures of the then current Arbitration Act of the province of Ontario.

20.3 Notwithstanding subsections 20.1 and 20.2, neither Party is precluded from seeking from a court of competent jurisdiction interim relief, including injunctive relief, when the subject matter of the Dispute may permit.

21.0 General

21.1 Notices.

All notices, requests, demands, claims and other communications under this Agreement shall be in writing and duly given if personally delivered, sent by prepaid registered mail, electronic mail or other form of recorded communication tested prior to transmission, addressed to the other Party as follows:

Client Address and contact official:

Service Provider Address and contact official:

Notice shall be deemed to have been received: (i) if personally delivered, as of the day it is delivered to the recipient; (ii) if mailed by prepaid registered mail, on the third (3rd) Business Day following the date of mailing; and (iii) if by electronic mail, the first (1st) Business Day the electronic mail arrives in the recipient's electronic mail in-box, provided only that the Party sending the message has not received any automatic reply indicating that the notice has not been delivered to the recipient.

21.2 Force Majeure.

Neither Party will be responsible or liable in any way for failure or delay in performing its obligations under this Agreement during any period in which such performance is prevented or hindered by conditions beyond its reasonable control ("force majeure"). During such period each Party's obligations, to the extent that they are affected by the event of force majeure, will be suspended and commensurately extended until such time as performance is no longer prevented or hindered; provided that if such period extends for more than fifteen (15) Business Days, either Party may thereafter terminate this Agreement without any obligation or liability to the other Party for the same.

21.3 Survival.

Those provisions of this Agreement which, by their terms, are intended to survive, or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination of this Agreement.

21.4 Assignment.

This Agreement will be binding on and endure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may be assigned by the Service Provider upon 60 days' written notice to the Client. The Merchant may not assign this Agreement to any other party without the prior written consent of Armagh POS Solutions, which consent may be arbitrarily withheld.

21.5 Currency.

Unless otherwise stated in this Agreement, all dollar amounts shall be Canadian dollars.

21.6 Sections, Headings and Contra Proferentum.

All headings in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement. Each Party acknowledges that it has reviewed and participated in determining the terms and conditions of this Agreement and agree that any rule of construction or doctrine of interpretation, including contra proferentum, construing or interpreting any ambiguity against the drafting party shall not apply.

21.7 Gender and Number.

Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing one gender include any other gender.

21.8 Time of the Essence.

Time shall be of the essence of this Agreement and of every part hereof and no extension or variation to this Agreement shall operate as a waiver of this provision.

21.9 Applicable Law.

This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the province of Ontario, without reference to any principles of conflicts of laws. Subject to the Dispute Resolution provision of this Agreement, each Party irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of Ontario.

21.10 Amendment and Waiver.

This Agreement may only be changed by a document in writing signed by both Parties. No waiver of any provision of this Agreement, including waiver of a breach of this Agreement, shall constitute a waiver of

any other provision or breach of this Agreement unless expressly provided otherwise. No waiver shall be binding unless executed in writing.

21.11 Further Assurances.

The Parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to implement the provisions of this Agreement, and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

21.12 Invalidity.

Any provision in this Agreement which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions of this Agreement.

21.13 Entire Agreement.

This Agreement, including the Schedules incorporated by reference and all executed Change Orders, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or other agreements, understandings, negotiations and discussions, whether written or oral, between the Parties. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, except as herein provided. In the event of a conflict between this Agreement and any Schedule, Quote, or Investment Summary incorporated by reference into this Agreement, the terms of the Schedule, Quote, or Investment Summary shall prevail.

21.14 Countersignatures.

The Parties agree that this Agreement may be signed in any number of counterparts and that this Agreement and the signatures may be delivered by facsimile or other electronic means, each of which shall be deemed to be an original, with the same effect as if the signatures thereto were upon the same instrument and delivered in person.

SCHEDULE A

[Insert Investment Summary Here]

SCHEDULE B Services Standards

The provisions of this Schedule “B” apply to the Services, as applicable.

DEFINITIONS

“**Analyst**” means any technician or agent of Armagh POS Solutions responsible for diagnosing faults in, or servicing, Technology or Services;

“**Business Day**” means any week day from Monday to Friday, excluding statutory holidays in the Province of Ontario;

“**Business Hours**” means the regular office hours of Armagh POS Solutions which are 8:30AM - 5:30PM on Business Days;

“**EFT**” means Electronic Funds Transfer;

“**Extended Hours**” means Evening Hours (Monday - Thursday 5:30PM - 8:30AM) and Weekend Hours (5:30PM on Friday through 8:30AM on Monday), excluding statutory holidays in the Province of Ontario;

“**Holiday Hours**” means 12:01AM-11:59PM on any statutory holiday in the Province of Ontario, with the exception of Christmas Day, New Year’s Day, or Easter Sunday, of which Armagh POS Solutions is closed;

“**On-Site System Service**” means any installation, implementation, maintenance, repair, replacement, and or labour provided by Armagh POS Solutions on Merchant’s premises or place of business;

“**PAP**” means Pre-Authorized Payment;

“**Response Time**” means the time between the initial service call and the return call by an analyst or technician;

“**Resolution Time**” means the time between the initial placement of the service call and the time the system is restored to Full Capacity;

“**Subscription**” means a program of payments made in a regular time interval in return for software, hardware, product, and or services;

Unless otherwise noted, all defined terms have the same meaning assigned to them under the Armagh POS Solutions Master Agreement.

System Support Service

This section describes the System Support Service procedures.

SERVICE CALL PROCEDURE

Service Provider will provide system support hotlines available seven days per week, twenty-four hours per day to accept service calls from Customer. Client must use the provided system support hotlines to report problems with the POS System. Client must provide the Analyst and/or the answering service representative with detailed information about the issue including restaurant name, contact name, call-back phone number, and a detailed description of the problem. Calls or emails placed directly to Analysts, or to other phone numbers or email addresses, will not be considered as reported issues and therefore the response and resolution estimates outlined below will not apply. Incomplete information provided upon initial service call may result in a delay in response and/or resolution times. For a list of telephone numbers for support services, see the list below.

Upon receiving the detailed service information via the system support hotline, Service Provider will assign a Severity Level to the problem in accordance with the schedule outlined below. Thereafter, Service Provider will use its best efforts to respond to the call and resolve the issue based on these Severity Levels. In the event a problem with the POS System cannot be diagnosed via the system support hotline, Service Provider may use the internet, a computer modem or other communications method preferable to Service Provider to remotely control the POS System. Client will assist Service Provider to the extent necessary to facilitate the foregoing. Service Provider problem diagnosis will include a determination as to whether:

1. The problem constitutes an issue that is covered by the Services described in this System Services Agreement;
2. The problem is excluded from Support Services as specified in the Exclusion & Limitation section below; and
3. The problem involves malfunctioning POS Equipment that requires repairs or replacement.

All Support Services provided will be charged at the rates outlined in the Rate schedules attached herein. In the event the reported problem is excluded from Support Services, Service Provider shall notify Client promptly with its rationale for such a determination. Any Services provided to Client that are excluded from Support Services shall be charged at the rates outlined in the System Support Rates section attached herein. In the event the problem includes malfunctioning POS Equipment, replacement will be according to the Equipment Replacement section below.

SEVERITY LEVELS

Upon receipt of a service call, the Analyst will use information provided by Customer, combined with other experience and expertise to assign a severity level to the issue. Severity Levels are defined as follows:

EMERGENCY - Inability to serve any Client due to system or component failure (Total System Down) Highest Priority will be given to these issues and will be restored to Full Capacity as soon as possible.

HIGH IMPACT - Can serve customers, but the ability to do so is severely impacted. Either all transactions are affected slightly, or a high percentage of transactions are affected completely (key kitchen printer failure, frequently used terminal is down). High Priority will be given to these issues and will be restored to Full Capacity as soon as possible.

LOW IMPACT - Can serve customers, but with minor inconveniences (POS peripheral isn't functioning, infrequently used terminal is down, Gift Card Issues, Frequent Diner Issues, Reporting Issues, etc.). Priority will be given to these issues and will be restored to Full Capacity as soon as possible.

ROUTINE - A non-customer related function is impacted. (Server Checkout Problem, Adjusting Tips & Times, Menu Item Change, Credit card batch issue, etc.) Issues and will be restored to Full Capacity as soon as possible.

FULL CAPACITY - Entire system is operating in an efficient and effective manner. (Simple Q&A, consultations, operational questions, "How Do I...?" questions, etc.)

RESPONSE AND RESOLUTION

Service Provider will use its best efforts to respond to and resolve issues as outlined below:

EMERGENCY

Target Response Time: Within 30 Minutes of the issue being reported to the system support hotline regardless of whether it is reported during Business Hours or Extended Hours.

Target Resolution Time: Restore the system status to Low Impact, Routine, or Full Capacity within 4 Hours regardless of when the issue is reported. Client provided resources may be required to work with the Analyst to restore the system. Unless otherwise directed, Emergency issues will be addressed by the service team as "emergency", and make a best effort to solve the challenges with the resources and information at his or her disposal. Out-of-warranty or non-warranty parts will be billed accordingly. Labour hours to solve problems not covered under any warranty or support contract will be billed as per the support and onsite rate tables contained herein.

HIGH IMPACT

Target Response Time: Within 45 minutes of the issue being reported to the system support hotline regardless of whether it is reported during Business Hours or Extended Hours.

Target Resolution Time: Restore the system status to Low Impact, Routine, or Full Capacity within 4 Hours regardless of when the issue is reported. Client provided resources may be required to work with the Analyst to restore the system. Unless otherwise directed, High Impact issues will be addressed by the service team as "high impact", and make a best effort to solve the challenges with the resources and information at his or her disposal. Out-of-warranty or non-warranty parts will be billed accordingly. Labour hours to solve problems not covered under any warranty or support contract will be billed as per the support and onsite rate tables contained herein.

LOW IMPACT

Target Response Time: Within 60 minutes of the issue being reported to the system support hotline during Business Hours or within the first four hours of the next Business Day (by 1:00PM EST) if the issue is reported during Extended Hours.

Target Resolution Time: Restore to Full Capacity by the end of the next business day. Unless otherwise directed, Low Impact issues will be addressed by the service team as “low impact”, and make a best effort to solve the challenges with the resources and information at his or her disposal. Permission will be obtained from Client for expenses such as out of warranty or non-warranty parts. Permission will be obtained for expenses such as labour hours to solve problems not covered under any warranty or support contract.

ROUTINE

Target Response Time: Within 2 hours if the issue is reported during Business Hours or within the first four hours of the next Business Day (by 1:00PM EST) if the issue is reported during Extended Hours.

Target Resolution Time: Restore to Full Capacity as soon as possible. Unless otherwise directed, Routine issues will be addressed by the service team as “low impact”, and make a best effort to solve the challenges with the resources and information at his or her disposal. Permission will be obtained from Client for expenses such as out of warranty or non-warranty parts. Permission will be obtained for expenses such as labour hours to solve problems not covered under any warranty or support contract.

EXCLUSIONS & LIMITATIONS

Service Provider will use best efforts to provide service to Client for all service calls and service issues. However, Services described in this agreement are limited or excluded as follows:

- Support Services under this agreement do not apply to software or services licensed to Client by third parties other than Service Provider or Digital Dining.
- Resolution times under this agreement cannot be guaranteed on hardware, software, or systems not purchased from Service Provider or are out of the control of Service Provider.
- Product defects, abnormal operation of the Product or inability to operate the Product resulting from Customer’s misuse or improper use of the Product, use of the Product by untrained personnel or personnel who require additional training from Customer, improper entry of data in connection with the Product or from combining or merging the Product with any computer equipment or computer programs not supplied by Service Provider (or not approved in writing by Service Provider to be combined or merged with the Product) will not be considered by Service Provider as qualifying for Support Services under this agreement.

- Service Provider shall not be responsible for providing Support Services under this agreement if the request for technical assistance arises solely from the inability of Client personnel to competently operate the Product in conformity with store or Client operational procedures including, but not limited to, product pricing and cash management policies.
- Customer training and re-training services are not covered under this agreement. Over the phone feature reviews, application question and answer, and support related to topics covered in new system training services may be provided under this agreement and the time and number of those calls may be limited at Service Provider's discretion. Changes in store ownership and management and subsequent training services required are not covered. Training services are offered through Armagh University (access to Armagh University is included in this agreement) or on a "by appointment" fee-based schedule, either at customer's place of business or 180 Dundurn St S., Hamilton, Ontario, or remotely via internet Webinar.
- Programming and data entry services are not covered under this agreement.
- Service Provider shall not be responsible for providing Support Services for any version of the POS System other than the most recent generally released version, provided that Service Provider shall continue to support the most recent superseded version of the POS System for one year from the date of the general distribution of the most current version.
- Problems associated with the Product caused by Customer's data, electrical, cabinetry, network, database, operational or other environmental factors not within the direct control of Service Provider will not be considered by Service Provider as qualifying for Support Services under this agreement.
- Errors for which Service Provider has provided technical or operational corrections not implemented by Client within a reasonable time (not to exceed 90 days) will not be considered by Service Provider as qualifying for Support Services under this agreement.
- Afterhours and holiday Support should be reserved for emergencies only. In high volume circumstances Service Provider reserves the right to postpone non-emergency requests to the next Business Day.
- Service Provider offers no warranty on the software, explicitly or implied. Use of the Digital Dining software, or any other third party software product, by the Client is done so by permission of the manufacturer which extends to Client a license for the software in accordance with the terms of the End User License Agreement (EULA) found in the software.

MALFUNCTIONING TECHNOLOGY

OPTION 1: REPLACEMENT

Upon diagnosis of failed or malfunctioning equipment, Service Provider will notify Client of replacement options available. Client may choose to purchase new Technology or used Technology from Service Provider, if available. If Client chooses to purchase replacement Technology from Service Provider replacement timing, pricing, and delivery options will be subject to factors related to current stock

levels, Technology lead times, standard retail pricing, payment terms, and Customer's account status. Remote assistance in the diagnosis of malfunctioning equipment and in the replacement of the malfunctioning equipment is considered System Support and will be provided at the rates described in the System Services Rate document attached herein. Onsite diagnosis and/or on-site replacement of hardware is considered On-Site System Service and will be provided at the rates described in the On-Site System Support Rate table attached herein.

OPTION 2: REPAIR AND RETURN SERVICE

Customer may request Repair and Return Service from Service Provider. Under the Repair and Return Service, Client is required to deliver the malfunctioning or failed POS Equipment to Service Provider. Client will bear all costs and risk of loss associated with delivering the POS Equipment to Service Provider. Upon receipt of the failed or malfunctioning POS Equipment, Client will be billed a non-refundable \$45.00, plus HST, repair analysis fee to cover the costs of diagnosis and research to determine the cause of the failure. Service Provider will inspect the equipment to determine the estimated parts and labour repair cost and notify Client of its estimate. At that point, Client may authorize Service Provider to repair the equipment and return it to Customer. Service Provider's repair estimate will include the cost of delivery of the repaired POS Equipment to Customer. Client will be billed for the actual repair cost inclusive of parts, labor, and delivery charges. Service Provider will use reasonable efforts to expedite the repair and return process, 'but the timing of the repair service will be subject to factors outside of the Service Provider's control, including but not limited to resource availability, lead times, extent of the repair, and manufacturer lead times. If Client authorizes Service Provider to repair or replace the Technology, a \$45.00 repair analysis fee will be applied in addition to the cost of replacement parts and the Service Provider's rates as set out in this schedule. Technology may be available for a nominal daily rental fee while repair is taking place (also known as a "loaner"). Repair services are only provided during Business Hours.

OPTION 3: HARDWARE WARRANTY OR EXTENDED MAINTENANCE WARRANTY

Customers who have hardware still under a New System Warranty provided by Service Provider, or those who have purchased an Extended Hardware Warranty Agreement, will be provided those services as described and agreed to in the Hardware Warranty or Extended Hardware Warranty Agreement. If a warranty or extended warranty exists, a "loaner" device will be provided at no additional charge.

SECURITY

Security of both premises and property, particularly the point-of-sale system, is the sole responsibility of the Client. Service Provider recommends that all Clients have a firewall and virus protection software installed on ALL computers. Service Provider also recommends that Clients monitor, maintain and update that software and hardware to keep their computers secure.

PCI COMPLIANCE

Client is responsible for compliance with all PCI requirements. Service Provider is not responsible for and disclaims any liability associated with failure to process credit card, gift card, or loyalty program transactions and for any and all PCI/DSS/PADSS/PABP compliancy violations, fines, judgements or penalties assessed against the Merchant.

SOFTWARE DATA. COLLECTION AND PRIVACY POLICY

For Service Provider and its Vendors to provide the products and services contained within this document, it is necessary from time to time for Service Provider technicians to come into contact with and/or collect and transmit data from Merchant's POS system(s). Service Provider and its vendors do not share this data with third parties. Service Provider and its vendors do not use this or any information obtained while providing service for any reason other than to provide and support the products and services contracted by Merchant. Except for Online Backup Service, POS data will never be collected, tracked or stored by Service Provider for any reason other than to provide the products and services contracted by Merchant.

MANAGED SERVICES

Software Support

The Software Support offered by Armagh POS Solutions include:

Software Support will be billed as Quoted and or described in the Investment Summary in advance on the 1st of each month and covers Software Support for that month. Failure to pay invoices, or pay invoices in a timely manner, will result in termination of this contract and Merchant will be required to furnish a Credit Card for Software Support services which will be billed on a per hour basis. Hourly rates for Software Support services are found in the Non-Contract Software Support Rate Table and the Managed Services Pricing table below. Subscriptions have a 12 month minimum commitment. Termination of Software Support Services by the Merchant before that commitment has expired will result in the remaining value of those services during the remaining 12 month period are due in full at the time of cancellation. Software Support Subscriptions automatically renew annually on the anniversary of the contracted subscription unless cancelled, in writing, 30 days prior to the anniversary.

System Support Times and Rates

System Support Services are available during Business Hours, Extended Hours and Holiday Hours at the rates set out below (plus applicable taxes). No support will be provided on Christmas Day, New Year's Day, or Easter Sunday.

Non-Contract Software Support Rate Table

Service Plan	Business Hours	Extended Hours	Holiday Hours
Credit Card*	\$150/hr	\$180/hr	\$210/hr

*Minimum of 1 hour charge applies to all Software Support service.

On-Site Labour Rate Table

Service Plan	Business Hours	Extended Hours	Holiday Hours
With Active Software Support Subscription	\$150/hr		
Credit Card**	\$150/hr	\$195/hr	\$260/hr

**Minimum 2 hour charge applies to all on-site service calls, plus \$15.00 fuel surcharge.

In-Shop Labour Rate Table

Service Plan	Business Hours	Extended Hours	Holiday Hours
With Active Software Support Subscription	\$89/hr		
Credit Card*	\$89/hr	\$89/hr	\$89/hr

*Minimum of 1 hour charge applies to all Software Support service.

Travel Fees

No travel charge applies to services provided within a 100 km radius of Service Provider's head office (other than fuel surcharge for on-site services under the Credit Card plan). A \$95.00 travel charge will be applied for every 100 km beyond the first 100 km radius.

Managed Services

This section describes managed services and their respective rates and terms.

On-Premises POS Software Upgrades

New versions of the POS Software are periodically made available through general release each year. These new versions typically contain system fixes, security improvements, and/or enhancements. New versions come in the form of minor version releases (Example: v.7.3.x) and major version releases (Example: x.x.1). These revisions and enhancements are included for 1 year from the date of system installation. Software revisions and upgrades after year 1 will be made available regularly, and are

available on a subscription basis, the cost for which is outlined in the Managed Services Pricing section of this agreement. Software subscriptions are paid monthly with a minimum term of 12 months. Subscriptions automatically renew each year on the anniversary of the subscription unless cancelled, in writing, 30 days prior to the anniversary. Upgrades and software updates will be completed by Service Provider as part of the subscription during Business Hours. For stores requiring improvements, patches, etc. to be installed outside of Business Hours, an additional charge will apply. From time to time, special assessments due to large and major changes can occur. Merchants will be notified in advance of any and all special assessments regarding additional labour if applicable.

Service Provider and all 3rd party software vendors consider the security and stability provided through fixes, patches, and updates as “mandatory”. However, Service Provider recognizes that the Client has the right not to accept or to delay new releases, however, this decision must be made to Service Provider in writing and at Customer’s own risk. Software Upgrades and Upgrade Subscriptions require a valid Service Level Agreement. It is Digital Dining and Service Provider’s policy to support only the most current generally available Digital Dining software release and one release prior to the most current release. Although it is Service Provider’s policy to make a “best effort” to assist and support Client regardless of the POS software version, it is done with the understanding of Client that Service Provider can only guarantee the availability of support for those versions Digital Dining currently supports.

Managed Network Services

When specified in an Investment Summary and requested by Merchant, Armagh POS Solutions may provide Managed Network Services for the Merchant. Subscriptions have a 12 month minimum commitment. Termination of Managed Network Services by the Merchant before that commitment has expired will result in the remaining value of those services during the remaining 12 month period are due in full at the time of cancellation.

Service Provider will provide technical support services consisting of assistance to Client in the resolution of network and/or network related problems via telephone, remote control software over the Internet, or on-site visits, in Service Provider’s sole discretion. Client agrees to reasonably assist Service Provider in its efforts to troubleshoot technical issues that may arise. Service Provider will provide phone support for Client for non-mission critical issues during Business Hours. Service Provider will provide phone support service for Client for mission-critical issues impacting their ability to do business 24 hours a day, 7 days a week.

On- site service may be provided on a case by case, as needed basis, as determined by Analysts. No support will be provided on Christmas Day, New Year’s Day, or Easter Sunday. Service Provider may, with authorization from Customer, act as a liaison between Client and designated Internet Service Providers (ISP) for problem resolution. Client must prearrange this direct ISP contact with Service Provider in advance and in writing, and confirmed by the ISP Vendor in writing. In the event services are

required from the ISP, it shall be the Customer's responsibility to pay the ISP for such services. Service Provider's implementation of corrective measures recommended by an ISP is at the Client's sole risk and expense.

ArmGuard Online Backup

Where specified in an Investment Summary and requested by Client, Service Provider will provide backup software and remote hosting services for POS databases (collectively, "Backup Services") to Client on a per backup license subscription basis. Each Client site will have its own User Account, and Backup Services will be provided for each User Account so long as Client pays the applicable monthly fee. Client shall pay the Service Provider's monthly fee in respect of each User Account by pre-authorized debit each month, and shall execute any Pre-Authorized Debit form reasonably required by Service Provider. Each User Account includes up to 5GB of storage. Additional storage is available and will be billed to the Client on a "per GB" basis each month. Backup Services do not include the backup of any other Client data or system unless expressly included in the applicable Investment Summary.

Service Provider may discontinue Backup Services to Client in its sole discretion, and Service Provider may delete all data and discontinue Backup Services upon 5 days' notice to the Client. Service Provider may terminate Backup Services immediately without notice where the Client's system causes or threatens to cause harm to the Service Provider's system due to excessive resource consumption or security vulnerability, or where any pre-authorized payment for Backup Services fails due to insufficient funds in the Client's account. Service Provider shall not be liable to Client for any loss or damage arising from or incidental to the termination of Backup Services in accordance with this provision.

SCHEDULE C
Change Order Process

1.0 Change Order Request

- 1.1** Either Party may submit a Change Order Request to the other Party at any time in the form appended as Annex 1 to this Schedule C. The Change Order Request shall be signed by the Armagh POS Solutions contact representative or Merchant contact representative, as applicable. The Change Order Request shall contain sufficient information concerning the requested change, including any impact on Services, prescribed Services standards, and Service Provider compensation, for the recipient Party to undertake an informed assessment and decision in regard to the request.
- 1.2** The Party in receipt of the Change Order Request shall use all reasonable commercial efforts to respond to the Change Order Request within the requested time period. A response shall be in writing and may include a request for additional information, for modifications to the Change Order Request, or the decision to reject or accept the requested change.
- 1.3** An accepted Change Order Request shall act as a direction to the Parties to complete and sign a formal Change Order implementing the Change Order Request.
- 1.4** The Parties shall not implement the proposed change until a Change Order is fully executed. Unless otherwise agreed, neither Party shall be responsible for the costs of the other Party in the preparation or evaluation of a Change Order Request.

2.0 Change Order

- 2.1** A Change Order shall not be effective until signed by both Parties. The Change Order shall be in the form set out in Annex 2 to this Schedule B and contain all required technical and financial information for the change including its impact on Support Services, prescribed Services standards and Service Provider compensation.
- 2.2** A completed and executed Change Order shall constitute a binding change to the Agreement. Unless otherwise agreed neither Party shall be responsible for the costs of the other Party in the preparation of a Change Order.
- 2.3** The Service Provider shall maintain a formal record of all Change Orders, numbered sequentially.

ANNEX 1 - CHANGE ORDER REQUEST

CHANGE ORDER REQUEST NUMBER:

To: *[Service Provider Representative or Client Representative, as applicable]*

From: *[Service Provider Representative or Client Representative, as applicable]*

Date: *[Date of Change Order Request]*

Re: *[Subject Matter of Change Order Request]*

1.0 Description of requested Change

Include description of Services change, reason(s) for the Change Order Request, any changes to Service performance requirements, or Service Provider compensation

Change Request Submitted by:

Service Provider Representative or
Client Representative, as applicable

Date

ANNEX 2 — CHANGE ORDER

Date: *[Date of Change Order]*

To: *[Service Provider Representative or Client Representative, as applicable]*

From: *[Service Provider Representative or Client Representative, as applicable]*

Re: *[Change Order Request Number]*

This Change Order forms part of and is subject to the terms and conditions of the Agreement.

1. Description of Services Change

[Describe in detail the new or revised Services or other change]

2. Effect on Existing Services

[Describe the impact on existing Services]

3. Implementation

[Provide details of the implementation of the new or changed Services]

4. Compensation Change, if any

[Describe any consequential change in compensation]

5. Additional Information

[Provide any additional information relevant to the change]

Agreed Hereto:

ARMAGH CASH REGISTER LIMITED

[Insert the complete legal name of the Merchant]

Per:

(Sign)

Per:

(Sign)

Name:

(Print or type)

Name:

(Print or type)

Title:

Title:
