These Master Services terms and conditions (the "**MSA**") are agreed upon pursuant to an accepted Quote (as defined below) between Sycurio and Customer (each as defined in the Quote) and are agreed and apply to the exclusion of any terms, conditions, policies or other documentation which are not expressly incorporated via an accepted Quote or Statement of Work (as defined below). Together, the MSA, the applicable Quote form and the Statement of Work, if any, comprise the "**Agreement**".

1. DEFINITIONS

1.1 The following definitions and rules of interpretation apply to this MSA:

Affiliate	any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
Agent(s)	the total number of individuals on a monthly basis who are capable of entering into the Sycurio Product secure mode to process a payment transaction. For Interactive Voice Response ("IVR") payments, each IVR port shall count as a single Agent.
Applicable Laws	all applicable laws, statutes and regulations from time to time in force concerning the Products and Professional Services being provided by this Agreement.
Business Day	a day, other than a Saturday, Sunday, bank or public holiday in the country in which the Customer has its principal office.
Business Hours	the period from 9.00 am to 5.30 pm on any Business Day.
Change Control Note	the written record of any change agreed or to be agreed by the parties pursuant to change control.
Change Control Policy	Sycurio's reasonable change control policy issued by Sycurio to the Customer from time to time which sets out the process and terms for submitting Change Requests and agreeing to Change Control Notes.
Change Request	a written request (in the case of the Customer) or a recommendation (in the case of Sycurio) for a change which is submitted by one party to the other pursuant to change control.
Charges	the sums payable by the Customer to Sycurio for Products and Professional Services and any other applicable amounts related to a Product as

	set out in an applicable Quote, SOW or Change Control Note (as defined in Schedule 2).
Confidential Information	all information whether technical, financial or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is identified as confidential at the time of disclosure or which ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.
Control	shall mean the holding of shares or the possession of voting power in relation to a body corporate, or as a result of any powers conferred by a document regulating that body corporate, and the expression "**Change of Control**" shall be construed accordingly.
Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures	as defined in the Data Protection Legislation.
Customer Data	the data inputted by the Customer or its authorized representatives for the purpose of using a Product.
Data Protections Addendum	the data protection addendum applicable in the event the End User Data includes personal data as defined in the Data Protection Legislation.
Data Protection Legislation	the data protection legislation applicable to the processing of Customer Data and End User Data pursuant to this Agreement.
Deployment Option	the method selected by the Customer to deploy each Product as specified in an applicable Quote or SOW.
Documentation	the documentation provided by Sycurio to the Customer regarding its Products and Professional Services, including but not limited to a HLD/HLC, LLD/LLC, Quote, SOW, Merchant Configuration Specification or other applicable deployment documentation.
Effective Date	the date the Agreement becomes effective as set forth in the Quote.

End User	the direct customers and clients of the Customer who submit their card payment or bank details using a Product.
End User Data	the data inputted by the End User for the purpose of using a Product.
HLD/HLC	the high-level design or configuration document in respect of a particular Product as set out in the relevant SOW, to be agreed by all parties.
Intellectual Property Rights	patents, utility models, rights to inventions, copyrights, moral rights, trademarks and service marks, business names and domain names, rights in trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications 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.
License	the specific use license granted by Sycurio to the Customer under this Agreement for the applicable term set forth in the Quote and in accordance with the applicable Usage Limits.
LLD/LLC	the low-level design or configuration document in respect of a particular Product as set out in the relevant SOW or other Documentation.
Merchant Configuration Specification	the detailed merchant configuration parameters which Sycurio requires from the Customer to create an account to enable the use of Sycurio's digital Products on both pre-production and production systems.
Minimum Hardware Requirements	if any Hardware is required for a particular deployment the minimum specification to which the Hardware must conform as agreed by Sycurio and the Customer, and as set forth in the applicable Documentation.

PCI DSS	the Payment Card Industry Data Security Standard issued by the PCI Security Standards Council LLC as amended from time to time.
Product(s)	the Products which Sycurio may offer to the Customer as set out in the applicable Quote.
Production Ready Date	means the date the Products reach the stage of implementation where they are capable of processing live payments, irrespective of whether the End User is actually using the Products in a production environment or processing live payments, or as otherwise set forth in the SOW or other applicable Documentation.
Professional Services	the professional services to be provided by Sycurio and agreed between the parties from time to time as set out in any Quote, SOW (where applicable), Merchant Configuration Specification (where applicable), or Change Request (where applicable) whether included as part of any deployment process, configuration, onboarding, hosting, hosting set-up or otherwise for a Product.
Quote	the Quote generated by Sycurio and accepted by the Customer which identifies the Products purchased by the Customer, the License type and duration, the Deployment Option for each Product, the Usage Limits, the Professional Services, and all applicable Charges.
Release Date	the date on which Sycurio releases an Update for a Product and notifies the Customer of the same.
SLA Matrix	the target monthly service availability levels for the Products as detailed in Schedule 1.
SOW	the statement of work regarding a particular Product, which includes the Deployment Option for the Product, the implementation requirements, the Minimum Hardware Requirements, the system build and testing responsibilities, and other Product specific terms and conditions. An SOW may also be attached to a Change Control Note.
Taxes	any sales tax, value added tax or other equivalent tax chargeable in the United Kingdom or elsewhere.

Telephony Carrier	the telephony carrier who will deliver the telecommunications link to the Customer (or directly to Sycurio if required by a chosen Deployment Option) to use the Product.
Update(s)	any update to a Product which may be offered or required by Sycurio.
Usage Limit	the usage limit, if any, for each Product as set out in the applicable Quote or SOW.
Year	each period of twelve (12) consecutive months following the Effective Date and each anniversary thereof.

1.2 Clause, Schedule and paragraph headings are for convenience only and shall not affect the interpretation of this Agreement. The Schedules form part of the Agreement and shall have effect as if fully set out in the body of this MSA. Any reference to the Agreement includes the Schedules.

1.3 Unless the context otherwise requires, i) words in the singular shall include the plural, and in the plural shall include the singular, and ii) a reference to one gender shall include the other gender.

1.4 A reference to "**writing**" or "**written**" includes email.

1.5 Times of day in this Agreement refer to the EST timezone for Customers whose primary place of business is located in North America, and for all other Customers shall refer to GMT, each accounting for any variations due to daylight savings.

2. **COMMENCEMENT AND DURATION**

2.1 The Agreement shall commence on the Effective Date and shall, unless extended or earlier terminated in accordance with Clause 2.2 or Clause 19 and the other provisions of the Agreement, remain in force for the term as set out in the Quote (the "**Initial Period**").

2.2 Following the Initial Period, the Agreement shall automatically renew for successive periods each equal in length to the Initial Period (all successive periods together the "**Extension Period**"), unless either party provides a minimum of 90 days' advance written notice to the other party prior to the commencement of the Extension Period of its intent not to renew the Agreement, in which event the Agreement shall expire at the end of the Initial Period or Extension Period as the case may be. During each Extension Period, Sycurio shall be permitted to increase the Charges for a Product by up to fifteen percent (15%). For the avoidance of doubt, except in the event of termination by the Customer pursuant to Clause 19.1(a), the Customer shall not be due any refund of Charges already paid to Sycurio following termination or expiration of the Agreement.

2.3   The Customer has agreed to procure the Products (including any Professional Services) by entering into the applicable Quote. Customer and Sycurio shall, where applicable, promptly enter into any other necessary SOW or other Documentation as reasonably required to deliver their obligations pursuant to this Agreement. The Customer shall provide to Sycurio the Customer's invoicing procedures so that Sycurio may timely submit its invoices to the Customer.

2.4   In consideration for the payment of the Charges, Sycurio shall during the Term:

(a)   provide a Product to the Customer from the Effective Date;

(b)   grant to the Customer a non-exclusive, revocable, non-transferable, non-sublicensable License to use a Product solely for the Customer's business requirements;

(c)   where applicable, deploy a Product in accordance with the applicable Quote and any HLD/HLC, LLD/LLC, SOW or other applicable Documentation prepared by Sycurio; and

(d)   perform any Professional Services in accordance with any agreed Quote, SOW or other applicable document.

2.5   Subject to Sycurio's consent and any additional applicable Charges, the Customer may permit its Affiliates to use each Product provided that (i) the Affiliates only use the Products for their internal business purposes; (ii) the actual usage of each Product by the Customer and its Affiliates shall not exceed the applicable Usage Limit; (iii) the Affiliates comply with the terms and conditions of this MSA; and (iv) the Customer shall be jointly and severally liable for the acts and omissions of its Affiliates at all times.

3.   DEPLOYMENT OPTIONS

3.1   Any SOW (if applicable) entered into by the parties shall contain:

(a)   details of any Professional Services;

(b)   as appropriate, reference to the HLD/HLC and/or LLD/LLC;

(c)   the deliverables;

(d)   the Minimum Hardware Requirements (if any);

(e)   the Product implementation requirements and respective responsibilities of the parties; and

(f)   other Product specific terms and conditions.

3.2   Sycurio shall perform any Professional Services in consideration for the payment of the Charges set out in the applicable Quote or SOW and use commercially reasonable efforts to meet any performance dates, but any such dates shall be estimates only and time shall not be of the essence. The Customer and Sycurio acknowledge and shall comply with the roles and responsibilities set out herein and in each applicable SOW, including those relating to PCI DSS compliance.

3.3   Unless otherwise agreed through Change Control or by Sycurio in the Documentation, for each Product and Deployment Option selected there shall be no more than one Production Ready Date.

4. MINIMUM HARDWARE REQUIREMENTS

4.1   The Customer shall ensure that it meets the Minimum Hardware Requirements specified by Sycurio if applicable to a Deployment Option. The Customer acknowledges and agrees that if it fails to meet the Minimum Hardware Requirements, additional support and/or Professional Services may be required to rectify any issues, the Charges for which shall be determined in accordance with Sycurio's Rate Card then in effect. Unless otherwise specified in a Quote, all Hardware supplied by Sycurio is and shall remain the property of Sycurio.

5. SYCURIO'S RESPONSIBILITIES

5.1   Sycurio shall provide each Product as set out in the applicable Quote and, where applicable, SOW or other Documentation, and deliver the Products to the Customer in accordance with this Agreement.

5.2   Sycurio agrees that it is responsible for the security of the cardholder data it processes, transmits and stores (when applicable). Sycurio affirms that it has complied with all applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate its compliance with the PCI DSS. Upon execution of this Agreement, and annually thereafter during the Term, Sycurio shall provide Customer with a PCI-DSS attestation of compliance ("**AOC**"), evidencing continuing compliance with the PCI DSS.

6. CUSTOMER'S OBLIGATIONS

6.1   The Customer shall:
       (a)   reasonably co-operate with Sycurio in all matters relating to the Products including any matters more particularly set out in any Quote, SOW or other applicable Documentation to ensure that a Product is implemented as expeditiously as possible;
       (b)   timely respond to all Sycurio requests for information and Customer assistance reasonably required by Sycurio to implement a Product;
       (c)   appoint a key contact in respect of the chosen Product and Deployment Option, such person to have authority to contractually bind the Customer on all matters relating to a Product in any applicable Quote, SOW or other Documentation;
       (d)   provide to Sycurio in a timely manner all documents, information, items, security requirements and materials in any form (whether owned by the Customer or a third party) required in respect of a Product or otherwise reasonably required by Sycurio in connection with a Product implementation and ensure that all such materials provided to Sycurio are accurate and complete;
       (e)   comply with all codes, protocols, regulations and other requirements issued by regulators, payment service providers, banks or other service providers which are relevant and/or applicable to the Customer's services and/or use of the Products (including, but not limited to, the Three Domain Secure 2.0 (3DS2) authentication protocol);
       (f)   maintain the confidentiality of any authentication credentials and API keys by which the Products can be accessed and ensure that appropriate security measures are in place to

7

prevent the Products from being consumed or otherwise exploited by any unauthorised third party;

(g)   ensure that all required Customer equipment, if any, is in good working order and suitable for the purposes for the relevant Product and conforms to all Applicable Laws;

(h)   obtain and maintain all necessary licenses and consents and comply with all relevant legislation as required to enable Sycurio to provide the relevant Product as set out in the applicable Quote, SOW or other applicable Documentation, including in relation to the installation of any equipment;

(i)   if applicable, provide all necessary internet connectivity and meet all bandwidth requirements set forth in an applicable SOW or other Documentation for the implementation and ongoing operation of a Product;

(j)   if applicable, ensure that the Customer's internet browser is compatible for use with each Product and that it satisfies the requirements of PCI DSS;

(k)   inform Sycurio immediately of any changes in ownership or control of the Customer and of any change in its organization or method of doing business which is reasonably likely to materially and/or adversely affect the performance of the Customer's duties under this Agreement;

(l)   provide Sycurio with all necessary cooperation and access to such information and systems as Sycurio may reasonably require to complete any onboarding services as detailed in the applicable Quote or SOW and provide all necessary assistance to Sycurio provided always that in the event of any delay Sycurio may adjust any agreed timetable or delivery schedule as reasonably necessary. In the event of delay not caused by Sycurio, Sycurio may charge for any additional time incurred on a time and materials basis in accordance with its Rate Card then in effect.; and

(m)   if applicable, arrange agreed Telephony Carrier channels and ensure that network and systems comply with the relevant specifications provided by Sycurio in the Documentation.

6.2   The Customer shall not, except as may be allowed by any Applicable Laws which are incapable of exclusion by agreement between the parties:

(a)   copy, modify, make error corrections, adapt, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of a Product in any form or media or by any means except to the extent necessary to deploy that Product in a manner consistent with the License rights granted to the Customer under this Agreement;

(b)   reverse engineer, disassemble, decompile, decrypt, translate or modify a Product or any part of a Product (or attempt to do any of the foregoing) without the prior written permission of Sycurio;

(c)   use a Product other than for its business purposes;

(d)   access all or any part of the Products in order to build a product or service which competes with any of the Products;

(e)   license, sublicense, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit a Product, or otherwise make a Product available to any third party (other than an Affiliate in accordance with this Agreement);

(f)   assign the benefit or burden of a Product License in whole or in part;

(g)   allow a Product to become the subject of any charge, lien or encumbrance; or

(h)   attempt to obtain, or assist third parties in obtaining, access to a Product (or any part thereof), other than as provided under this Clause 6.

6.3   The Customer shall supervise and control the use of each Product to ensure that such use is in accordance with the terms of this Agreement. The Customer shall use its best efforts to prevent any unauthorised access to, or use of, any of the Products and, in the event of any such unauthorized access or use, immediately notify Sycurio.

6.4   The Customer's access to and use of each Product shall be limited to the applicable Usage Limit, if any, set forth in the Quote and/or SOW.

6.5   If Sycurio's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, suppliers, consultants, directors, officers and employees then, without prejudice to any other right or remedy it may have, Sycurio shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

6.6   Where implementation of a project specified in an SOW (the "**Project**") does not commence or is delayed as a result of an action or omission of the Customer or a third party engaged by the Customer, including without limitation a decision by the Customer to put the Project on hold, and such delay results in the Project being delayed by more than ninety (90) days, Sycurio may close the Project and invoice the Customer for the balance of any outstanding Professional Services fees specified in a Quote, notwithstanding that Sycurio has been unable to complete the Project. In the event that a Project is closed for the reasons set forth herein, Sycurio may reopen the Project in its sole and absolute discretion and reserves the right to charge additional fees for any costs associated with reopening the Project.

7.   SUPPORT AND UPDATES

7.1   Sycurio shall provide the Customer with the support services for each Product as set out in the Agreement for the term specified in the Quote provided the Customer pays all Charges for the corresponding Product when due in accordance with the terms of this MSA and the relevant Quote. All support services will be provided in the English language.

7.2   As part of the support services provided by Sycurio, Updates to each Product may be made available by Sycurio to the Customer from time to time. The Customer acknowledges and agrees that, as part of the on-going technical functioning of the Products to the Customer, a Product's certification under PCI DSS, and the requirements of this Agreement, the installation of the Updates is a fundamental and necessary requirement and failure to comply with this Clause 7 may invalidate the Customer's PCI DSS certification for which the Customer is fully liable. The Customer is responsible for notifying the relevant PCI Qualified Security Assessor in such circumstances.

7.3 The Customer must permit Sycurio to install and/or implement an Update within twelve (12) months of the Release Date or such shorter period as may be reasonably prescribed by Sycurio and PCI DSS from time to time. If the Update is identified by Sycurio as necessary to address Intellectual Property Rights infringement issues or a vulnerability in a Product (an "**IPR Update**"), the Customer must permit Sycurio to install and/or implement the Update immediately. Sycurio will consider in good faith a request by the Customer to delay implementation by up to three business days from the Release Date to perform any reasonable security checks. Sycurio shall be entitled to levy reasonable additional Charges for any additional support (including but not limited to additional support calls) which would not have been necessary if the Update had been installed in accordance with this Clause 7.3. The Customer acknowledges that it shall be fully liable at its cost for any non-compliance with PCI DSS as a result of it not permitting Sycurio to install and/or implement an Update.

7.4 Sycurio agrees to provide the Customer with support services in the event that any Update needs to be implemented. If required, the Customer shall ensure that Sycurio has all necessary remote access rights to conduct any Update work. As is reasonable in the circumstances Sycurio shall coordinate with the Customer in advance of implementing an Update and shall use best efforts to schedule Updates to align with Customer's maintenance windows.

7.5 During the Term, Sycurio shall provide support services to Customer in accordance with the target metrics detailed in the SLA Matrix.

8. NON-SOLICITATION

8.1 Neither party shall, without the prior written consent of the other party, at any time from the Effective Date to 12 months after termination or expiration of the Agreement, solicit or entice away, or employ or attempt to employ any person who is, or has been, engaged as an employee, officer, director, consultant or subcontractor of a Party.

9. CHANGE CONTROL

9.1 Either party may propose changes to the scope or execution of a Quote, SOW or other applicable Documentation, including where such change is deemed required by Applicable Laws, but no proposed changes shall come into effect until a relevant Change Control Note in accordance with Sycurio's Change Control Policy has been signed.

10. CHARGES AND PAYMENT

10.1 Sycurio shall invoice in accordance with the payment schedule, and the Customer shall pay to Sycurio, the Charges for each Product and any Professional Services as specified in the Quote or SOW and in accordance with the terms of this MSA.

V2 - 250115

10.2 Payment must be made electronically to the bank account identified in writing by Sycurio. The Customer shall pay invoices in full, in the currency specified in the Quote, and in cleared funds to the bank account identified in writing by Sycurio within 30 days of the date of the invoice.

10.3 If Sycurio has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Sycurio:

    (a) Sycurio may, without liability to the Customer, disable the Customer's password, account and access to all or any part of the Products and Sycurio shall be under no obligation to provide any or all of the Products while the invoice(s) concerned remain unpaid; and

    (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Sycurio's UK bankers from time to time, or the maximum amount permitted by Applicable Laws, commencing on the due date and continuing until fully paid, whether before or after judgment.

10.4 All amounts and fees stated or referred to in the Agreement are:

    (a) non-cancellable and non-refundable except as otherwise provided in the Agreement;

    (b) exclusive of all Taxes, which if applicable shall be added to Sycurio's invoice(s) at the appropriate rate unless Customer provides sufficient evidence to Sycurio that it is a tax-exempt entity.

10.5 All amounts due to Sycurio by the Customer under the Agreement shall become immediately due and payable:

    (a) on termination of the Agreement for any reason except as a result of a breach by Sycurio; or

    (b) if the Customer becomes subject to any of the events listed in Clause 19.

10.6 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding other than as required by law and the Customer shall not be entitled to assert any credit, set-off, deduction, counterclaim or abatement of any nature whatsoever against Sycurio in order to justify withholding payment of any such amount in whole or in part.

10.7 Where any services under this Agreement are provided on a time and materials basis the daily fee rates shall be in accordance with Sycurio's Rate Card. Sycurio's standard daily fee rates for each individual person shall be calculated on the basis of an 8.5-hour day, between 09:00 and 17:30 on a Business Day. Sycurio shall be entitled to charge an overtime rate of 150% of the normal daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the services between 17:30 to 00:00 on any Business Day; and 200% of the normal daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the services between 00:00 to 09:00 on any Business Day, or anytime not on a Business Day. Sycurio shall invoice the Customer monthly in arrears for any services provided on a time and materials basis.

10.8 During the Term, Sycurio shall maintain no less than the following insurance types and coverage limits with a reputable insurance company with an AM's Best Rating of no less than A-:

Insurance Type	Coverage Limit
Public Liability (for claims and lawsuits brought anywhere in the world)	£2 million GBP each occurrence
Products Liability (for claims and lawsuits brought Anywhere in the world)	£2 million GBP aggregate
Professional Indemnity (for claims and lawsuits brought anywhere in the world)	£2 million GBP per claim and aggregate
Cyber Liability (for claims and lawsuits brought anywhere in the world)	£2 million GBP per claim
Employers' Liability	£2 million GBP per event or occurrence
Workers' Compensation	Statutory

11. INTELLECTUAL PROPERTY

11.1 The Customer acknowledges and agrees that Sycurio and/or its licensors own all Intellectual Property Rights in and to all of the Products and any Documentation and work product and other deliverables related to the Professional Services. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or Licenses in respect of the Products or any Documentation provided by Sycurio.

11.2 Sycurio confirms that it has all the rights in relation to the Products that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.

12. COMPLIANCE WITH LAWS AND POLICIES

12.1 In performing their respective obligations under this Agreement, each party shall comply with the Applicable Laws, including those relating to anti-bribery & corruption and human slavery & trafficking.

13. DATA PROTECTION

13.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not End User Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. The Customer and Sycurio understand that there is no personal data contained in the Customer Data but if this is shown to be incorrect at any point during the Term, the provisions of the Data Protection Addendum available at sycurio.com/legal-hub/dpa shall apply.

13.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. The Data Protection Addendum is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

13.3 The parties acknowledge that:

(a) if Sycurio processes any personal data on the Customer's behalf when performing its obligations under the Agreement, the Customer is the "controller" and Sycurio is the "processor" for the purposes of the Data Protection Legislation;

(b)   the Data Protection Addendum sets out the scope, nature and purpose of processing by Sycurio, the duration of the processing and the types of personal data and categories of data subject; and

(c)   the personal data may be processed, transferred or, if applicable, stored outside the United Kingdom or the country where the Customer and/or the End Users are located in respect of the Products and in order for Sycurio to meet its obligations under this Agreement.

13.4   The Customer will ensure that it has all necessary consents and notices in place to enable lawful transfer of End User Data including any personal data to Sycurio for the duration and purposes of this Agreement so that Sycurio may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's and/or End User's behalf.

14.   CONFIDENTIALITY

14.1   Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:

(a)   is or becomes publicly known other than through any act or omission of the receiving party;

(b)   was in the other party's lawful possession before the disclosure;

(c)   is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d)   is independently developed by the receiving party, which independent development can be shown by written evidence.

14.2   Subject to Clause 14.3, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than to carry out the purpose of the Agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its agents, subcontractors, consultants, directors, officers and employees in violation of the terms of this MSA.

14.3   A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 14.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

14.4   Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

14.5   The Customer acknowledges that specifications and details of the Products constitute Sycurio's Confidential Information.

14.6   Customer hereby consents to Sycurio using Customer's name and logo solely for the purpose of identifying Customer as a customer of Sycurio so long as Customer's name does not appear with greater prominence than any other customer listed in like manner. No party shall make, or permit any person to make, any public announcement or disclosure concerning the content of the Agreement, 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.

14.7   The above provisions of this Clause 14 shall survive termination of the Agreement.

15.   THIRD PARTY PROVIDERS

15.1   The Customer acknowledges that the Products may enable or assist it to take payments through third party platforms and that Customer's use of said third party platforms is solely at its own risk. Further, the Products may enable or assist the Customer to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and platforms. Any contract entered into and any transaction completed via any third-party website or using any third party platform is between the Customer and the relevant third party, and not Sycurio. Sycurio recommends that the Customer refer to the third party's website or platform terms and conditions and privacy policy prior to using the relevant third-party website or platform. Sycurio does not endorse or approve any third-party website or platform nor the content of any of the third-party website or platform that may be accessible via any Product or used in connection with the delivery of any Product.

16.   WARRANTIES

16.1   Each party represents, warrants and undertakes that:
    (a)   it has full capacity and authority and all necessary licenses, consents and permissions to enter into and to perform the Agreement and to grant the rights and licenses referred to in the Agreement and that the Quote is executed by its duly authorized representative and represents a binding commitment on it; and
    (b)   it shall comply with all Applicable Laws in the performance of its obligations under the Agreement.

16.2   Sycurio warrants and undertakes to the Customer that the Products and Professional Services shall be delivered with reasonable skill and care, and warrants and undertakes that:

    (a)   provided that the Products are implemented and used in accordance with Sycurio's instructions, the Products are PCI DSS certified;
    (b)   it has and will retain throughout the Term all right title and authority to grant to the Customer the rights expressed to be granted in the Agreement;
    (c)   the Products shall not infringe the Intellectual Property Rights of any third parties;

(d)   the Products will operate substantially in accordance with, and perform, the material functions and features as set out in the applicable part(s) of the Documentation for a warranty period of ninety (90) days from the Production Ready Date;

(e)   subject to the Customer's use of the Products being in accordance with PCI DSS and the continued receipt of the applicable support services and the applicable Updates, the Products shall comply with the PCI DSS that are in force at the date of the applicable Quote and during the Term; and

(f)   it has adopted procedures to screen the Products for known viruses and it will use reasonable efforts to ensure that no known computer viruses are introduced into the Products.

16.3   Notwithstanding the foregoing, Sycurio:

(a)   does not warrant or undertake that the Customer's use of the Products will be uninterrupted or error-free; or that the Products, any Documentation and/or the information obtained by the Customer through the Products will meet the Customer's requirements;

(b)   is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Products may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

(c)   shall not provide or be subject to the warranties and undertakings at Clause 16.2(a) to 16.2(f) inclusive for any period where Customer is in breach of its obligations to facilitate any Update in accordance with Clause 7.3.

16.4   Unless expressly stated in the Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care are, to the fullest extent permitted by Applicable Laws, excluded from the Agreement.

17.   INDEMNITY

17.1   The Customer shall defend, indemnify and hold harmless Sycurio against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with (i) the Customer's use of the Products in a manner contrary to or inconsistent with the applicable Documentation or Sycurio's written instructions; and (ii) any breach of Clauses 7.2 - 7.4 inclusive to this MSA.

17.2   Except to the extent caused or continuing by Customer's failure to implement any IPR Update in accordance with Clause 7.3, Sycurio shall defend the Customer, its officers, directors and employees against any claim that the Products infringe any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) Sycurio is given prompt notice of any such claim;

(b) the Customer provides reasonable co-operation to Sycurio in the defense and settlement of such claim, at Sycurio's expense; and

(c) Sycurio is given sole authority to defend or settle the claim.

17.3 In the defense or settlement of any claim, Sycurio may procure the right for the Customer to continue using the Products, replace or modify the Products so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on two (2) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer. Sycurio will refund to the Customer on a pro rata basis any pre-paid Charges made by the Customer for the unused portion of the Term after such termination.

17.4 In no event shall Sycurio, its agents, subcontractors, consultants, directors, officers and employees be liable to the Customer to the extent that the alleged infringement is based on:

(a) a modification of the Products and/or any of the Documentation by anyone other than Sycurio; or

(b) the Customer's use of the Products and/or any of the Documentation in a manner contrary to the instructions given by Sycurio to the Customer; or

(c) the Customer's use of the Products and/or any of the Documentation after notice of the alleged or actual infringement from Sycurio or any appropriate authority.

17.5 The foregoing states the Customer's sole and exclusive rights and remedies, and Sycurio's (including Sycurio's employees', agents', consultants', officers', directors' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

18. LIMITATION OF LIABILITY

18.1 THIS CLAUSE 18 SETS OUT THE ENTIRE FINANCIAL LIABILITY OF BOTH PARTIES (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF SUCH PARTY'S EMPLOYEES, AGENTS AND SUB-CONTRACTORS) TO THE CUSTOMER IN RESPECT OF:

(A) ANY BREACH OF THE AGREEMENT;

(B) ANY USE MADE BY THE CUSTOMER OF A SOLUTION OR PRODUCT AND CONNECTED PROFESSIONAL SERVICES OR ANY PART OF THEM; AND

(C) ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

18.2 EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT:

(a) THE CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE BY THE CUSTOMER OF THE SOLUTIONS AND PRODUCTS AND/OR ANY OF THE DOCUMENTATION, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. SYCURIO SHALL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS

16

PROVIDED TO SYCURIO BY THE CUSTOMER IN CONNECTION WITH THE PROFESSIONAL SERVICES AND PRODUCTS, OR ANY ACTIONS TAKEN BY SYCURIO AT THE CUSTOMER'S DIRECTION;

(b) ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, EXCLUDED FROM THE AGREEMENT; AND

(c) UNLESS OTHERWISE STATED, THE SOLUTIONS AND PRODUCTS AND ANY DOCUMENTATION ARE PROVIDED TO THE CUSTOMER ON AN "AS IS" BASIS.

18.3 NOTHING IN THE AGREEMENT EXCLUDES THE LIABILITY OF EITHER PARTY:

(a) FOR DEATH OR PERSONAL INJURY CAUSED BY SYCURIO'S NEGLIGENCE;

(b) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; OR

(c) FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

18.4 SUBJECT TO CLAUSE 18.3:

(a) NEITHER PARTY SHALL BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER THIS AGREEMENT (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ALL APPLICABLE QUOTES AND SOWs); AND

(b) EACH PARTY'S TOTAL AGGREGATE LIABILITY IN CONTRACT (INCLUDING IN RESPECT OF THE INDEMNITIES AT CLAUSE 17), TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE AGREEMENT (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ALL APPLICABLE QUOTES AND SOWS) SHALL BE LIMITED TO:

(i) £2 MILLION (TWO MILLION POUNDS STERLING) IN RELATION TO ANY CLAIM UNDER CLAUSE 17 (INDEMNITY) FOR ALL PRODUCTS; AND

(ii) FOR ALL OTHER MATTERS THE LOWER OF £500,000 (FIVE HUNDRED THOUSAND POUNDS STERLING) OR 125% (ONE HUNDRED AND TWENTY-FIVE PER CENT) OF THE OVERALL CHARGES PAID BY CUSTOMER FOR THE 12-MONTH PERIOD IN WHICH THE LIABILITY FIRST ARISES.

19. TERMINATION

19.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement or an applicable Quote or SOW with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of a term of the Agreement or an applicable Quote or SOW, 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;

(b) the other party:

(i) is dissolved or liquidated or takes any corporate action for such purpose;

(ii) becomes insolvent or is generally unable to pay its debts as they become due;

(iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law;

(iv) makes or seeks to make a general assignment or arrangement for the benefit of its creditors;

(v) an application is made to court, or an order is made, for the appointment of an administrator; or

(vi) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

19.2 Without prejudice to any other rights or remedies to which Sycurio may be entitled, Sycurio may terminate the Agreement or the applicable Quote or SOW and without liability to the Customer if:

(a) the Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment; or

(b) there is a Change of Control of the Customer following which the entity controlling the Customer can reasonably be viewed as: (i) a competitor of Sycurio; and/or (ii) being reasonably likely to cause material damage to the reputation of Sycurio; or

(c) the Customer brings court proceedings or takes other official steps aimed at defeating the validity of any of Sycurio's Intellectual Property Rights.

19.3 On expiration or termination of the Agreement, or where applicable, expiration or termination of a relevant Quote or SOW (to which this Clause 19.3 shall then apply to that particular Product and Quote only), for any reason:

(a) licenses granted under the Agreement, Quote or an applicable SOW shall immediately terminate, and the Customer shall immediately cease all use of all Products and/or any of the Documentation (whether finished works or works in progress);

(b) each party shall return and make no further use of any Hardware, equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) Sycurio may destroy or otherwise dispose of any of the Customer Data and the End User Data in its possession, if any, in accordance with Clause 13; and

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

FORCE MAJEURE

19.4   Neither party shall have any liability to the other under the Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of any party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, medical epidemic or pandemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other party is notified of such an event and its expected duration.

19.5   If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate the Agreement by giving five (5) Business Days' written notice to the affected party.

20.   CONFLICT

In the event of any inconsistency between any provision of this MSA and the Quote or any SOW, the terms of the Quote or SOW shall prevail.

21.   AMENDMENT

No amendment or other variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives), or in the case of change control, complies with the Change Control Policy.

22.   WAIVER

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

23.   RIGHTS AND REMEDIES

Except as expressly provided in the Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24.   SEVERANCE

If any provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision of the Agreement is deemed deleted under this Clause 25, the parties shall negotiate in good

faith to agree upon a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. ENTIRE AGREEMENT

25.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

25.2 Each party agrees that it shall have no claim for negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

26. ASSIGNMENT

Neither party shall, without the prior written consent of the other party which consent shall not be unreasonably withheld, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement. The Agreement shall be binding on, and inure to the benefit of, the parties to the Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

27. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

28. THIRD PARTY RIGHTS

The Agreement does not confer any rights on any person or party other than the parties to it and, where applicable, their successors and permitted assigns. There are no third-party beneficiaries to the Agreement.

29. NOTICES

29.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand, by email or sent by pre-paid first-class post or recorded delivery post to the other party at the address

V2 - 250115

or email address set out in the Quote, or such other address as may have been provided by that party for such purposes in writing from time to time.

29.2   A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Business Hours, at 9:00 am on the first Business Day following delivery). Emails shall be deemed to be delivered at 9:00 am on the first Business Day following sending. A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

30.   GOVERNING LAW AND JURISDICTION

30.1   For North American customers, this Agreement shall be governed by and construed under the laws of the State of New York. For all other customers, this Agreement shall be governed by and construed under the laws of England and Wales, and the parties hereby irrevocably and unconditionally consent to the sole and exclusive jurisdiction of the courts of New York for North American customers and the courts of England and Wales for all other customers, for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby.

V2 - 250115

SCHEDULE 1 – SUPPORT

1. Support Program

In order for a Solution or Product to maintain PCI compliance, Sycurio must update the Product with security vulnerability fixes in accordance with the requirements of the PCI DSS. Non-critical vulnerabilities are classed as low to high vulnerabilities in accordance with PCI DSS. Sycurio shall install Updates for production environments outside of Business Hours at times which shall be agreed in advance with the Customer. Sycurio will send a reminder to Customer approximately one week prior to the activity date. On the day of the activity, Sycurio will notify the Customer prior to commencing the activity. The patches will be applied and then the Product platform restarted. Once the platform has fully restarted, Sycurio will perform a check on the platform and verify that the Solution or Product platform is fully restored. Sycurio will then notify the Customer that the activity has been completed and that acceptance testing can be undertaken by the Customer.

2. SLA Matrix

Sycurio shall, during the Term, adhere to the following Product support service levels and commitments:

Service Availability & Service Level Targets (SLTs)							
	Service Level Agreement	**Service Level Targets**					
Product	**Monthly Service Availability**	**Priority Definition**	**Incident Priority**	**Call Answered & ticket raised**	**Initial Investigation**	**Service Restored**	**RCA**
Sycurio.Voice (Cloud, Hybrid, or On-prem) **Sycurio.Digital** (Cloud)	Multisite - 99.99% Single site - 99.9% Measured as a service outage as a whole across both sites or HA pair. If one site\one of an HA pair is down but the other is functioning as required and all traffic can be directed to the active site\pair then the service is deemed to be available. Service outage is measured against the whole solution except where the customer owns the hardware; in this case service availability is measured against the Sycurio software only.	A total or significant failure of Sycurio software. Calls cannot be put into secure mode; payments cannot be made; link request or response failure. Issues assigned a P1 priority code will have an impact on a majority of total end users.	**P1**	10 mins	+ 30 mins	+ 2 hours	+ 2 business days
		A partial failure of Sycurio software. Calls cannot be put into secure mode; payments cannot be made; link request or response failure for a large proportion of end users. Issues assigned a P2 priority code will have an impact on a significant portion but not a majority of total end users.	**P2**	10 mins	+ 2 Hours	+ 4 Hours	+ 5 business days
	N/A	A limited or isolated failure of Sycurio software. Calls cannot be put into secure mode; payments cannot be made; link request or response failure for a small group of end users. Issues assigned a P3 priority code will impact a minority of total end users	**P3**	10 mins	+24 hours	+36 hours	N/A
		Maintenance, scheduled activity and non-service impacting issues.	**P4**	1 business day	+ 5 Business days	N/A	N/A

Speech Recognition	N/A	A limited or isolated failure of Sycurio software. Calls cannot be put into secure mode; payments cannot be made; link request or response failure for a small group of end users. Issues assigned a P3 priority code will have no impact on the majority of total end users	P3	10 mins	+24 hours	+36 hours	N/A
		Maintenance, scheduled activity and non-service impacting issues.	P4	1 business day	+5 business days	N/A	N/A
Report	N/A	Maintenance, scheduled activity and non-service impacting issues.	P4	1 business day	+ 3 Business days	+ 5 Business days	N/A
Connect	Single site 99.9% Multisite/connect 99.99% "Availability" is defined as a percentage of the total measurement time minus the unavailable time divided by the total time	Loss of connectivity to either a single site, or loss of dual connectivity to both sites	P1	10 mins	+30 mins	+40 hours	+2 business days

If Sycurio fails to meet the Service Level Agreement Monthly Service Availability of 99.99% three (3) times in any consecutive six (6) month period for the Customer, and such failure is due solely to Sycurio's action or inaction where required to act and not due to the action of the Customer or of a third party over which Sycurio has no control (a "**Service Level Noncompliance**") then, as its sole remedy for such failure, the Customer shall have the right, but not the obligation, to terminate the Agreement upon seven (7) days' written notice to Sycurio. In the event of termination due to Service Level Noncompliance under this section, the Customer shall be liable to pay Sycurio only the license fees incurred on a pro-rata basis up to the date of termination.