

The terms and conditions of this Channel Partner Master Agreement (the “**CPMA**”) are agreed upon pursuant to an accepted Partner Order Form (as defined below) between Sycurio and the Channel Partner (each as defined in the Partner Order Form) and are agreed and apply to the exclusion of any terms, conditions, policies or other documentation which are not expressly incorporated via an accepted End User Quote or SOW (as defined below). Together, the CPMA, any Partner Order Form, and any End User Quote comprise the “**Agreement**”.

1. DEFINITIONS

1.1. The following definitions and rules of interpretation apply to the Agreement:

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 the Agreement.
Approved Services Provider	once portal provisioning capability for an applicable Product is made available, Sycurio may approve the Channel Partner to receive access to this portal as a Sycurio Approved Services Provider.
Business Day	a day, other than a Saturday, Sunday, bank or public holiday in the country in which the Channel Partner has its principal office.
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 Partner 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 Partner) or a recommendation (in the case of Sycurio) for a change

	which is submitted by one party to the other pursuant to change control.
Charge(s)	the sum or sums payable by the Channel Partner to Sycurio for Product License Fees, Professional Services and other applicable charges for a Product deployment, as set out in an applicable Order Form or Change Control Note.
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.
Contact Center Solution	the solution for the contact center comprising one or more of the Products made available by Sycurio to the Channel Partner to resell to End Users.
Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures	as defined in the Data Protection Legislation.
Data Protection Legislation	the data protection legislation applicable to the processing of personal data pursuant to the Agreement.
Deployment Option	the method selected for each End User to deploy each Product as specified in an End User Quote or SOW.
Documentation	the documentation provided by Sycurio to the Channel Partner regarding the Contact Center Solution and each Product, including but not limited to a HLD/HLC, LLD/LLC, End User Quote, SOW, Merchant Configuration Specification or other applicable deployment documentation.

Effective Date	the Partner Order Form Effective Date stated in the Partner Order Form, or if not stated, the date of the last party to sign the Partner Order Form.
End User	the direct customer of the Channel Partner who is a recipient of a sub-licence to use a Product.
End User Agreement	the agreement between the Channel Partner and the End User relating to the Products by which a sub-licence is granted for the End User to use a Product that includes the Required Sub-licence Terms set out in Schedule 3 hereto or, at a minimum, terms and conditions substantially similar to the Required Sub-licence Terms and which shall substantively comply with the terms of the Agreement.
End User Customer	an end customer of the End User who submits their payment details using a Product.
End User License Agreement (“EULA”)	the agreement between Sycurio and the End User relating to the Products by which a license is granted for the End User to use a Product.
End User Quote	the order form issued by Sycurio to the Channel Partner which identifies the Products to be licensed to the End User, the License type and duration, the Deployment Option selected for each Product, the applicable Usage Limits, the Professional Services, and all applicable Charges, and which is countersigned by both Sycurio and the Channel Partner.
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 prior to execution of the applicable End User Quote.
Intellectual Property Rights (“IPR”)	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 under the Agreement for the applicable term set forth in the END User Quote and in accordance with the applicable Usage Limits.
License Fee	the annual license fee payable by the Channel Partner to Sycurio for the license for each Product identified in an End User Quote.
Licensed Trademarks	the trademarks owned by Sycurio and set out in Schedule 2 as applicable to the Territory, and such other trademarks identified by Sycurio in writing to the Channel Partner from time to time.
LLD/LLC	the low-level design or configuration document in respect of a particular Product as set out in the relevant SOW to be agreed by all parties.
Merchant Configuration Specification	the detailed merchant configuration parameters which Sycurio requires from the End User to create an account to enable the use of Sycurio's digital Products.
Partner Order Form	the order form issued by Sycurio to the Channel Partner to enter into this CPMA, which identifies the Products to be licensed to the Channel Partner and where applicable the License type and duration, the Deployment Option available for each Product, the applicable Usage Limits, the Professional Services, and all applicable Charges, and which is countersigned by both Sycurio and the Channel Partner.
PCI DSS	the Payment Card Industry Data Security Standard issued by the PCI Security Standards Council LLC as amended from time to time.

Peak Concurrent Users/Agents or “PCU”	the number of contact center Agents who are capable of simultaneously accessing a Sycurio Product in order to process a payment transaction.
Product(s)	the products and services which Sycurio and Channel Partner may offer to End Users and which the Channel Partner is authorized to resell as set out in the applicable End User Quote.
Production Ready Date	means the date on which Sycurio informs the Channel Partner in writing (including by email) that the Products have reached 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 and set out in an End User Quote, SOW (where applicable) or 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.
Purchase Order	a valid purchase order submitted to Sycurio by the Channel Partner which identifies the Products to be licensed to each End User, the License type and duration, the Deployment Option selected for each Product, the applicable Usage Limits, the Professional Services, and all applicable Charges which have been or are to be included in the End User Quote.
Rate Card	Sycurio’s standard Professional Services blended-rate rate card as set out in the Partner Order Form.
Release Date	the date on which Sycurio releases an Update in respect of a Product and notifies the Channel Partner and/or End Users of the same.

Representatives	means the directors, officers, employees, contractors, subcontractors and agents of a party (or of its Affiliates, as the context requires).
Required Sub-license Terms	means the terms by which Sycurio agrees to permit the Channel Partner to sub-license a Product to an End User set forth in Schedule 3 hereto.
SLA Matrix	means the target monthly service availability levels for the Products as detailed in Schedule 1 hereto.
SOW	the statement of work regarding a particular Product, which includes the Deployment Option for the Product, the implementation requirements the system build and testing responsibilities, and other Product or project 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 US (as required by any federal, state and/or local law or regulation) or elsewhere.
Telephony Carrier	the telephony carrier who will deliver the telecommunications link to the End User (or directly to Sycurio if required by a chosen Deployment Option) to use the Product.
Term	the Initial Period and any Extension Period of the Agreement as is set out in Clause 3.
Territory	worldwide.
Updates	any Update to a Product which may be offered or required by Sycurio including IPR Updates, Bug Fix Updates and Vulnerability Updates.
Usage Limit(s)	the usage limit, if any, for each Product as set out in the applicable End User Quote or SOW which may include without limitation the number of Agents, SIP channels to be secured and/or the number of PCUs of the Product.
Virus	any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or

	otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
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- 1.2. Clause, Schedule and paragraph headings are for convenience only and shall not affect the interpretation of this CPMA. The Schedules form part of this CPMA and shall have effect as if fully set out in the body of this CPMA. Any reference to this CPMA 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 Channel Partners whose primary place of business is located in North America, and for all other Channel Partners shall refer to GMT, each accounting for any variations due to daylight savings.

2. APPOINTMENT

- 2.1. The Channel Partner's appointment as a reseller under the Agreement is solely for:
 - a) its resale of the Products to the End Users by way of a sub-licence in the Territory;
 - b) its packaging of any of the Products into a solution in which Channel Partner resells, or otherwise provides, such Products with its own or third-party products, technologies and services;
 - c) its access and use of the Products for other purposes as set forth under the Agreement;
 - d) its purchase from Sycurio of the Products to be made available to End Users by Channel Partner via Managed Services for the End User's own internal use, unless otherwise authorized by Sycurio within the Territory; and
 - e) its own use subject to an applicable Partner Order Form, End User Quote, SOW, associated Usage Limits, and payment of applicable Charges pursuant to the Agreement.
- 2.2. The Channel Partner shall not purchase or license the Products for resale to the End Users from any source other than Sycurio. The Channel Partner shall, where applicable, promote

and position the Products where there are use cases for the End User to transact with the Products in accordance with the terms of the Agreement.

- 2.3. The Channel Partner shall not represent itself as an agent of Sycurio nor pledge Sycurio credit or give any condition or warranty or make any representation on Sycurio's behalf or commit Sycurio to make any contracts. The Channel Partner shall not, without Sycurio's prior written consent, make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Products which are inconsistent with those supplied by Sycurio in the Documentation or otherwise incur any liability on behalf of Sycurio. The Channel Partner shall not enter into any contracts concerning the Products for itself or on Sycurio's behalf except as permitted by the Agreement.
- 2.4. The Channel Partner shall not sell, assign, transfer, sub-contract or deal in any other manner with any of the Products through a sales agent or to a sub-distributor unless otherwise agreed to in writing by Sycurio.
- 2.5. The Channel Partner's appointment shall only grant to the Channel Partner a licence to resell the Products to the End Users in accordance with the Agreement, the Deployment Options set out in an End User Quote or SOW, and as more particularly set out in each applicable SOW and/or End User Quote, and does not transfer any right, title or interest in and to the Products to the Channel Partner or to the End Users other than as may be set forth herein or in an applicable EULA or End User Agreement.
- 2.6. The Channel Partner shall ensure that the Deployment Option in respect of a particular Product that it promotes to the End Users is clearly indicated as appropriate to the End Users and meets the integration requirements of Sycurio.
- 2.7. The Channel Partner undertakes and agrees with Sycurio to:
 - a) where applicable, position the Products where there are use cases for the End User to transact with the Products;
 - b) ensure that End Users are aware of the conditions applicable to the Products and that they execute either: (i) the EULA with Sycurio; or (ii) the End User Agreement which contains the Required Sub-license Terms (or their substantial equivalent); and
 - c) within 14 days of a written request from Sycurio at any time, and from time to time, provide such information as is reasonably requested by Sycurio about the Channel Partner's processes and controls to ensure compliance with the Agreement.

3. COMMENCEMENT AND DURATION

- 3.1. The Agreement shall commence on the Effective Date and shall, unless extended or terminated sooner in accordance with Clause 3.2 or Clause 20 and the other provisions of the Agreement, remain in force for the Term set out in the Partner Order Form.
- 3.2. Following the Initial Period, the Agreement shall automatically renew for successive periods of 36 months (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 subsequent 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 successive Extension Period as the case may be. For the avoidance of doubt, the Channel Partner shall not be due any refund of Charges already paid to Sycurio following termination or expiration of the Agreement except in the event of a breach by Sycurio, and termination or expiration of any End User Quote shall not affect the provisions of the Agreement. The Agreement shall automatically extend for the duration of the term set forth in any outstanding End User Quote.

4. SUB-LICENCE

- 4.1. The Channel Partner may resell any of the Products (including any applicable Professional Services) identified in an Partner Order Form, End User Quote or SOW by entering into an End User Quote with Sycurio, paying the applicable Charges, and either (i) ensuring that the End User enters into the EULA with Sycurio; or (ii) entering into an End User Agreement with the End User which contains the Required Sub-license Terms (or their substantial equivalent). A Purchase Order shall not be deemed accepted by Sycurio, and Sycurio shall have no obligation to deliver a Product to an End User, unless and until an End User Quote has been signed by Sycurio and the Channel Partner, the applicable Charges have been paid by the Channel Partner pursuant to the Agreement, or as otherwise mutually agreed upon by the parties. The Channel Partner agrees that for each End User it will submit the corresponding Purchase Order to Sycurio no later than 7 days after the End User Quote is fully executed. If the Channel Partner does not issue Purchase Orders as part of the procurement process for its business, it shall so notify Sycurio in writing at the time it executes the End User Quote and the requirement of a Purchase Order for the Channel Partner’s procurement of a Sycurio Product shall be waived by Sycurio. The Channel Partner shall provide to Sycurio the Channel Partner’s invoicing procedures so that Sycurio may timely submit its invoices to the Channel Partner.
- 4.2. In consideration for the payment by the Channel Partner to Sycurio of the Charges as set forth in an applicable End User Quote, Sycurio shall:

- a) Provide the Products for the Channel Partner to resell to End Users during the Initial Period and any Extension Period;
 - b) grant to the Channel Partner the right to sub-license a Product for use in object code form or to use the Product as a hosted service solely for the End User's business requirements during the Initial Period and any Extension Period. The sub-licence is a non-exclusive licence to use the Products conditional upon the terms and conditions of the EULA or the End User Agreement containing the Required Sub-license Terms. The Channel Partner shall at all times be responsible for the payment of the Charges to Sycurio;
 - c) where applicable, deploy a Product in accordance with the applicable End User Quote and any HLD/HLC, LLD/LLC, SOW or Merchant Configuration Specification prepared by Sycurio; and
 - d) perform any Professional Services in accordance with any agreed SOW, End User Quote or other applicable document.
- 4.3. Subject to Sycurio's consent and any applicable Charges based on Usage Limits, the Channel Partner may permit the Affiliates of the End Users to use each Product provided that (i) the actual usage of each Product shall not exceed the applicable Usage Limits; and (ii) the Channel Partner ensures that the End User Affiliate's use of the Products remains within applicable Usage Limits.
- 4.4. The Channel Partner shall indemnify, defend and hold Sycurio harmless on demand from and against all liabilities, losses, fines, judgments, claims, actions, fees, costs, expenses and damages (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal fees and disbursements calculated on a full indemnity basis) suffered or incurred by Sycurio arising out of or in connection with the End User's failure to abide by the Required Sub-license Terms (or their substantial equivalent) contained in the End User Agreement.

5. DEPLOYMENT OPTIONS

- 5.1. Once the End User has been confirmed by Sycurio, the End User, irrespective of the Deployment Option chosen, must utilize Sycurio to provide all onboarding services (as detailed in each applicable End User Quote or SOW). The Channel Partner will be able to provide such onboarding services once it has become a Sycurio Approved Services Provider, which shall be at Sycurio's sole and absolute discretion. Sycurio shall, with the assistance of the Channel Partner, prepare all Documentation required for the selected Deployment Option and in order to provide the Products.

- 5.2. Any SOW (if applicable) entered into by the parties shall contain:
- a) details of any Professional Services to be provided by Sycurio;
 - b) as appropriate, reference to the HLD/HLC and/or LLD/LLC for the End User;
 - c) the deliverables;
 - d) the Product implementation requirements and respective responsibilities of the parties;
and
 - e) other Product and deployment specific terms and conditions.
- 5.3. Sycurio shall perform any Professional Services in consideration for the payment of the Charges set out in the End User Quote and/or applicable SOW and use reasonable efforts to meet any performance dates, but any such dates shall be estimates only and time shall not be of the essence under the Agreement. Unless otherwise specified in an End User Quote or SOW, all Charges for Professional Services, including any deployment Charges, set up fees and cloud storage or hosting fees, shall be due and payable by the Channel Partner on the End User Quote Effective Date.
- 5.4. Unless otherwise agreed in a SOW or through Change Control, or by Sycurio in the Documentation, for each Product and Deployment Option there shall be no more than one Production Ready Date.

6. SYCURIO'S RESPONSIBILITIES

- 6.1. Sycurio shall provide each Product as set out in the applicable End User Quote and, where applicable, SOW or other Documentation, and deliver the Products to the End Users in accordance with the Agreement, the End User Quote, the SOW or other applicable Documentation in all material respects.
- 6.2. Sycurio agrees that it is responsible for the security of cardholder data it possesses, 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 the Partner Order Form, and annually thereafter during the Term, Sycurio will provide to the Channel Partner and to End Users its PCI DSS Attestation of Compliance ("**AOC**"), evidencing continuing compliance with the PCI DSS.
- 6.3. Sycurio shall be responsible for providing an Attestation of Compliance (AOC) to the Channel Partner when the AOC renews.

- 6.4. Sycurio shall promptly inform the Channel Partner of any End User breach of the terms of use of a Product as set out in the EULA. The Channel Partner shall promptly inform Sycurio of any breach by the End User of the End User Agreement where such breach involves or relates to the Required Sub-license Terms (or their substantial equivalent) set out in Schedule 3.
- 6.5. Sycurio will conduct periodic internal and external penetration testing of systems that process cardholder data to identify vulnerabilities and attack vectors that can be used to exploit those systems. Sycurio will address identified vulnerabilities as part of its information security programme. Upon Partner's request (including on behalf of any End User), Sycurio will evidence that such technical testing has been undertaken such as by providing summary results of penetration tests and reports.

7. CHANNEL PARTNER'S RESPONSIBILITIES

- 7.1. The Channel Partner shall:
- a) reasonably cooperate with Sycurio in all matters relating to the Products including any matters more particularly set out in any Partner Order Form, End User Quote, SOW or other applicable Documentation to ensure that a Product is implemented as expeditiously as possible;
 - b) appoint a key contact in respect of the Contact Center Solution, such person to have authority to contractually bind the Channel Partner on all matters relating to a Product in each applicable Partner Order Form, End User Quote, SOW or other Documentation (including by signing or otherwise accepting Change Control Notes on behalf of End Users);
 - c) inform Sycurio of all health and safety and security requirements that apply at the End User's premises if Sycurio is required to access the End User's premises;
 - d) provide to Sycurio in a timely manner all documents, information, items, security requirements and materials in any form (whether owned by the Channel Partner 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 any additional responsibilities and reasonable instructions of Sycurio as indicated in writing by Sycurio to the Channel Partner in the relevant Partner Order Form, End User Quote, SOW or other applicable Documentation;
 - f) where applicable, position the Products where there are use cases for the End User to transact with the Products only in accordance with the brand guidelines, sales toolkit and any other Product guidelines provided by Sycurio;
 - g) only use the Licensed Trademarks with the relevant Sycurio Product as agreed by Sycurio and in accordance with the terms of the Agreement, and not use any other trademarks or any other trade names of Sycurio or its Affiliates, including but not limited

- to those resembling any trademark or trade names of Sycurio or its Affiliates which would, in Sycurio's reasonable opinion, likely cause confusion or deception;
- h) inform Sycurio promptly of any changes in ownership or control of the Channel Partner 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 Channel Partner's duties under the Agreement or any End User Quote;
 - i) 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 End User Quote, SOW or other applicable Documentation, and provide all necessary assistance to both Sycurio and the End User, provided always that in the event of any delay not caused by Sycurio, 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 Schedule 1 and/or the applicable SOW;
 - j) ensure that the End User complies with any 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 End User's services and/or use of the Products;
 - k) if applicable, arrange agreed Telephony Carrier channels and ensure that network and systems of the End User comply with the relevant specifications provided by Sycurio in the Documentation from time to time;
 - l) if applicable, ensure that the End User's internet browser is compatible for use with each Product and that it satisfies the requirements of PCI DSS;
 - m) if applicable, ensure that the End User provides all necessary internet connectivity, and meets all bandwidth requirements set forth in the SOW or other Documentation for the implementation and ongoing operation of a Product;
 - n) if applicable, act as the first point of contact for the End User relating to issues with a Product and escalate to Sycurio's support desk where the issue is identified as or suspected to be a Sycurio in-scope service; and
 - o) ensure that the EULA is executed by the End User or that the End User Agreement is entered into with the End User which includes terms and conditions substantially similar to the ones set out under the Required Sub-license Terms set out under Schedule 3.

7.2. The Channel Partner shall not, and shall use reasonable commercial efforts to ensure that the End User does 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 licence rights granted to the Channel Partner and the End User pursuant to the 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) subject to Clause 4.3, license, sublicense, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make a Product available to any third party (other than to an Affiliate or an End User in accordance with the Agreement);
 - f) allow a Product to become the subject of any charge, lien or encumbrance; or
 - g) attempt to obtain, or assist third parties in obtaining, access to a Product (or any part thereof), other than as provided under the Agreement.
- 7.3. The Channel Partner shall provide reasonable commercial assistance to Sycurio if the End User breaches its obligations in regard of the use of the Product as set out under the EULA or the End User Agreement.
- 7.4. The Channel Partner shall use its best efforts to prevent any unauthorized access to, or use of, any of the Products and, in the event of any such unauthorized access or use, promptly notify Sycurio.
- 7.5. The Channel Partner's and End User's access to each Product shall be limited to the applicable Usage Limit as set forth in the applicable End User Quote.
- 7.6. Where an on-premises or hybrid Deployment Option is selected by an End User, the Channel Partner shall permit or arrange for Sycurio to inspect and have access to any premises (and to the computer equipment located there) at or on which the Products are being kept or used, and have access to any records kept in connection with each Product licence, for the purposes of ensuring that the Channel Partner and the End User are complying with the terms of each Product licence and Usage Limits, provided that Sycurio provides reasonable advance notice to the Channel Partner of such inspections, which shall take place at reasonable times.
- 7.7. If Sycurio's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Channel Partner, the End User, or either party's agents, subcontractors, consultants, directors, officers or employees then, without prejudice to any other provisions under the Agreement, Sycurio shall be allowed an extension of time to perform its obligations equal to the delay caused by the Channel Partner and/or the End User.

8. SUPPORT AND UPDATES

- 8.1. Sycurio shall provide the End User with the support services for each Product as set out in any End User Quote for the Term provided the Channel Partner pays all Charges for the corresponding Product when due in accordance with the terms of the Agreement and the relevant End User Quote or SOW. Maintenance includes all regularly scheduled fixes, Updates and those upgrades limited to improvements to existing licensed software features. All support services will be provided in the English language.
- 8.2. As part of the support services provided by Sycurio, Updates to each Product may be made available to the Channel Partner and the End User from time to time. The Channel Partner acknowledges and agrees that, as part of the on-going technical functioning of the Products, a Product's certification under PCI DSS, and the requirements of the Agreement, the installation of the Updates is a fundamental and necessary requirement and failure to comply with this Clause 8 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. The Channel Partner shall ensure that the End User Agreements include terms which require the End Users to permit Sycurio to implement Updates.
- 8.3. Where applicable to the chosen Deployment Option, the Channel Partner must permit or procure that the End User permits Sycurio to install and/or implement an Update, and/or provide any information reasonably required for Sycurio to configure and install the Update, to enable 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 Channel Partner must permit or procure that the End User permits Sycurio to install and/or implement the Update immediately. Sycurio will consider in good faith a request by the Partner 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 8.3. The Partner acknowledges that as between it and Sycurio 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.
- 8.4. Sycurio agrees to provide the Channel Partner and End User with support services in the event that any Update needs to be implemented. If required, the Channel Partner and/or End User

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 Channel Partner and End Users in advance of implementing an Update and shall use best efforts to schedule Updates to align with the Channel Partner's or End User's maintenance windows.

- 8.5. During the Term, Sycurio shall provide Product support services in accordance with the target metrics detailed in the SLA Matrix set forth at Schedule 1 attached hereto.

9. NON-SOLICITATION

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 hereto.

10. CHANGE CONTROL

Either party may propose changes to the scope or execution of a Partner Order Form, End User 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.

11. CHARGES AND PAYMENT

- 11.1. The Channel Partner shall pay the Charges to Sycurio in accordance with this Clause 11 and as set out in the applicable End User Quote for each Product. Unless otherwise set forth in the End User Quote: i) the year one annual License Fee shall be invoiced on the End User Quote Effective Date and the years two and three annual License Fees shall be invoiced on the year two and year three anniversary of the End User Quote Effective Date; and ii) the Professional Services Charges and any applicable set up Charges for each Product shall be invoiced on the End User Quote Effective Date.
- 11.2. Sycurio shall provide the unexecuted End User Quote for each End User engagement that includes the Channel Partner's cost(s) for the Product(s) and Professional Services and a recommended resale price ("**RRP**") for each. The Channel Partner will be invoiced by Sycurio directly at the cost(s) amount in the respective End User Quote which cost(s) amount will reflect a discounted rate from Sycurio's quoted RRP for all Products and Professional Services (excluding Sycurio's digital Product) as agreed by the parties on a case-by-case basis and as reflected in the executed End User Quote. Ultimately, the Channel Partner shall

determine the prices at which it will resell the Products and Professional Services to End Users.

- 11.3. In the event that the Channel Partner does not seek to resell a Product but only to refer a customer opportunity directly to Sycurio, the Channel Partner shall register the customer referral opportunity with Sycurio by completing and submitting to Sycurio a signed Referral Deal Registration Form in the form set out at <https://sycurio.com/legal-hub>. Upon receipt of the signed Referral Deal Registration Form from the Channel Partner, Sycurio shall decide whether it wishes to accept the customer referral opportunity and, if so, will countersign and return the Referral Deal Registration Form to the Channel Partner. Sycurio may reject any customer referral opportunity without any liability or payment obligation to the Channel Partner if i) the customer referral opportunity is a current or former Sycurio customer, ii) Sycurio has already had discussions regarding a Sycurio Product with the potential customer prior to and independent of the Channel Partner introduction, or iii) the potential customer was introduced to Sycurio by a third party prior to the introduction by the Channel Partner. Sycurio shall be under no obligation to enter into an agreement with any potential customer referred by the Channel Partner. If Sycurio accepts the customer referral opportunity and enters into an agreement directly with the potential customer within six (6) months of the date that the Channel Partner submits the Referral Deal Registration Form for that customer, then Sycurio shall invoice the customer directly and upon Sycurio's receipt of payment from the customer, pay to the Channel Partner a referral fee (i) for Sycurio's annual subscription based Products of 15% (or such other amount as agreed by Sycurio and the Company on a case by case basis) of the License Fee amount only paid to Sycurio by the customer during the first year of the agreement between Sycurio and the customer (or such other period as agreed by Sycurio and the Channel Partner, not to exceed three (3) years), and (ii) for Sycurio's non-annual subscription based Products, a referral fee of 15% of the amounts paid by the customer to Sycurio for all links served on a per transaction basis during the first year of the agreement between Sycurio and the customer (or such other period as agreed by Sycurio and the Channel Partner, not to exceed three (3) years), in both cases (i) and (ii) excluding any amounts payable to Sycurio for Professional Services, taxes or for any other amounts. Sycurio shall be solely responsible for collecting amounts owed to it by the customer and shall pay the Channel Partner amounts owed on the same schedule that Sycurio receives payment from the customer and only after Sycurio receives payment from the customer. Sycurio shall not be liable for more than one referral fee for each customer referral opportunity which is converted into an agreement with a customer.
- 11.4. The Channel Partner shall be solely responsible for invoicing the End Users to whom it resells Products and collecting fees from the End Users. The Channel Partner's obligation to pay

Sycurio's invoices is not dependent in any way on whether an End User has paid the Channel Partner.

- 11.5. Payment by the Channel Partner must be made to the bank account identified in writing by Sycurio. The Channel Partner shall pay invoices:
- a) within thirty (30) days of the date of the invoice; and
 - b) in full and in cleared funds to the bank account identified in writing by Sycurio.
- 11.6. 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 Channel Partner and/or the End User, disable any 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 US 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.
- 11.7. All amounts and fees stated or referred to in the Agreement
- a) are non-cancellable and non-refundable except as otherwise provided in the Agreement; and
 - b) are exclusive of Taxes which, if applicable, shall be added to Sycurio's invoice(s) at the appropriate rate.
- 11.8. All amounts due to Sycurio by the Channel Partner 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 Channel Partner becomes subject to any of the events listed in Clause 20.2.
- 11.9. 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 Channel Partner 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.
- 11.10. Where any services under the 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 and 00.00 on a 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 and 09:00 on any Business Day, or any time not on a Business Day. Sycurio shall invoice the Channel Partner monthly in arrears for any services provided on a time and materials basis.

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

The foregoing policies of insurance shall apply on a primary and non-contributory basis to any other insurance. Upon request by the Channel Partner, Sycurio shall produce for inspection documentary evidence to the reasonable satisfaction of Channel Partner that the insurance policies referred to in this Clause 11.11 are being maintained. If any of the foregoing insurance policies are cancelled or changed by Sycurio or its insurer so as to affect the coverage required by the Agreement, Sycurio shall notify Channel Partner in writing no less than thirty (30) days prior to such cancellation or change.

12. INTELLECTUAL PROPERTY

- 12.1. The Channel Partner acknowledges and agrees that Sycurio and/or its licensors own all Intellectual Property Rights in 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 Channel Partner or End User 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 licences in respect of the Products or any Documentation provided by Sycurio.
- 12.2. Sycurio grants to Channel Partner a limited, non-exclusive, non-sub-licensable and non-transferable licence to use the Licensed Trademarks in connection with the advertisement, promotion, sale or marketing of a Product strictly subject to the current brand guidelines issued by Sycurio from time to time.
- 12.3. 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.

13. COMPLIANCE WITH LAWS

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

14. DATA PROTECTION

- 14.1. Where Sycurio is processing personal data on behalf of the Channel Partner under the terms of the Agreement, the parties acknowledge and agree that in respect of the Channel Partner's personal data that is being processed by Sycurio, the Channel Partner is the controller and Sycurio is the processor.
- 14.2. Where Sycurio is processing personal data on behalf of the End User the parties acknowledge and agree that in respect of the personal data that is being processed by Sycurio, the End User is the controller and Sycurio is the processor.
- 14.3. Both Sycurio and the Channel Partner warrant that they shall comply with all applicable requirements under 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.

- 14.4. To the extent that the performance of Sycurio's obligations, and any supporting and/or ancillary activities under the Agreement involves processing personal data on behalf of the Channel Partner, the provisions of the Data Protection Addendum available at sycurio.com/legal-hub/dpa shall apply. 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.
- 14.5. The Partner 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 the Agreement so that Sycurio may lawfully use, process and transfer the personal data in accordance with the Agreement on the Customer's and/or End User's behalf.

15. CONFIDENTIALITY

- 15.1. Each party may receive 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.
- 15.2. Subject to Clause 15.4, 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.
- 15.3. 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 CPMA.
- 15.4. 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, it provides commercially reasonable assistance to the other party to enable the other party to take such steps as are reasonably necessary and available to maintain the confidentiality of the

Confidential Information by such court, administrative or regulatory body, and in any event, make such disclosure only to the extent so required, and, where notice of disclosure is not prohibited and is given in accordance with this Clause 15.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

- 15.5. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 15.6. The Channel Partner acknowledges that details of the Products, and the results of any testing of the Products, constitute Sycurio's Confidential Information.
- 15.7. Neither party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 15.8. A party will, upon the request of the other party, return and confirm in writing the return of all originals, copies and summaries of Confidential Information or, at the option of the other party, destroy and confirm in writing the destruction of the Confidential Information.
- 15.9. A party will not, directly or indirectly, deal with, use, exploit or disclose the Confidential Information of the other party or any part thereof to any person or entity or for any purpose whatsoever (including in any manner that would benefit any competitor of the other party) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by the other party.
- 15.10. A party will disclose the Confidential Information of the other party only to its Representatives and professional advisors, and those of its Affiliates, who have a need to know such Confidential Information for the purposes of fulfilling a party's obligations, exercising its rights under the Agreement, or administering or managing the Agreement, and who have assumed obligations of confidentiality equal to or greater than the obligations of a party under this Clause 15 with respect to the Confidential Information.
- 15.11. A party will use reasonable efforts to treat, and to cause all its Representatives and those of its Affiliates to treat, all Confidential Information of the other party as strictly confidential, provided that in no event will such efforts be less than the degree of care that a party exercises in protecting its own valuable confidential information.

- 15.12. The above provisions of this Clause 15 shall survive termination of the Agreement, however arising.

16. THIRD PARTY PROVIDERS

- 16.1. The Channel Partner acknowledges that the Products may enable or assist End Users to take payments through third party platforms, access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and platforms, and that it does so solely at its own risk. Sycurio makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, or delivery of a Product using any such third-party website or platform, or any transactions completed, and any contract entered into by the End User and/or an End User Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website or using any third-party platform is between the End User and/or End User Customer and the relevant third party, and not Sycurio. 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.

17. REPRESENTATIONS AND WARRANTIES

- 17.1. Each party represents, warrants and undertakes that:
- a) it has full capacity and authority and all necessary licences, consents and permissions to enter into and to perform the Agreement and to grant the rights and licences referred to in the Agreement and that the Agreement 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.
- 17.2. Sycurio represents and warrants to the Channel Partner that:
- a) the Products are PCI DSS certified;
 - b) it has and will retain throughout the Term all right title and authority to grant to the Channel Partner 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 (or as otherwise defined in a SOW), and will meet all applicable industry and legislative standards and requirements;

- e) subject to the End User'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 End User Quote and during the Term;
- 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;
- g) the Products and Professional Services will be provided in a workmanlike, professional, prompt and diligent manner by individuals with suitable training, education, experience, and skill to provide the Products and Professional Services;
- h) the Products, Professional Services and all related software and all sub-systems thereof will, at the time of delivery to Channel Partner and each End User and as installed, modified or enhanced by Sycurio or its Representatives, be free from known viruses, and disabling codes;
- i) the Documentation and the information relating to the Products and Professional Services is complete and accurate;
- j) Sycurio will comply, and cause its Representatives to comply, with all Applicable Laws in performing its obligations under the Agreement or any End User Quote; and
- k) the Products shall be delivered with reasonable skill and care.

17.3. Notwithstanding the foregoing, Sycurio:

- a) does not warrant that the End User's use of the Products will be uninterrupted or error-free;
- b) does not warrant that the Products, any Documentation and/or the information obtained by the End User through the Products will meet the End User's requirements; and
- c) 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 Channel Partner acknowledges that the Products may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

17.4. 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 a particular purpose are, to the fullest extent permitted by Applicable Laws, excluded from the Agreement.

18. INDEMNITY

- 18.1. Sycurio shall defend the Channel Partner, its Affiliates, its officers, directors and employees, the End User and their respective Representatives from all third party claims of infringement,

all losses which the Channel Partner, its Affiliates, the End User or their respective Representatives may incur or suffer arising from, related to, or as a result of any such claims that the Products infringe any patent effective as of the Effective Date, copyright, trademark, database right or right of confidentiality, and shall indemnify, be bound by and will pay the Channel Partner for any amounts awarded against the Channel Partner in judgment or settlement of such claims, provided that:

- a) Sycurio is given prompt notice of any such claim;
- b) the Channel Partner 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.

18.2. If an injunction or order is obtained against Channel Partner's or End User's use of the Products, or any of their elements by reason of a claim of infringement, or, if in Sycurio's opinion, the Products, or any of their elements, or the use thereof by Channel Partner or End User are likely to become the subject of a claim of infringement, or in the defense or settlement of any claim, Sycurio shall use commercially reasonable efforts to promptly, and at its expense, procure the right for the Channel Partner or End User to continue using the Products, replace or modify the Products so that they become non-infringing or, if such remedies are not reasonably available, Sycurio will promptly remove and dispose of (both at Sycurio's cost and with a pro rata refund to Channel Partner of any prepaid annual Product License Fees, without any additional liability or obligation to pay liquidated damages or other additional costs to the Channel Partner or End User) the affected Products from use by Channel Partner and End User.

18.3. In no event shall Sycurio, its agents, subcontractors, consultants, directors, officers and employees be liable to the Channel Partner 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;
- b) the Channel Partner's or End User's use of the Products and/or any of the Documentation in a manner contrary to the written instructions given by Sycurio to the Channel Partner and/or the End User; or
- c) the Channel Partner's or End User'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.

18.4. The foregoing states the Channel Partner'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, trademark, database right or right of confidentiality.

19. LIMITATION OF LIABILITY

19.1. THIS CLAUSE 19 SETS OUT THE ENTIRE FINANCIAL LIABILITY OF EACH PARTY (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS AND SUB-CONTRACTORS) TO THE OTHER IN RESPECT OF:

- I) ANY BREACH OF THE AGREEMENT;
- II) ANY USE MADE BY THE CHANNEL PARTNER OR THE END USER OF A PRODUCT AND CONNECTED SERVICES OR ANY PART OF THEM; AND
- III) ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT

19.2. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THE AGREEMENT:

- I) THE CHANNEL PARTNER AND END USER ASSUME SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE 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 PROVIDED TO SYCURIO BY THE CHANNEL PARTNER OR END USER IN CONNECTION WITH THE PRODUCTS, OR ANY ACTIONS TAKEN BY SYCURIO AT THEIR DIRECTION;
- II) 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
- III) UNLESS OTHERWISE STATED, THE PRODUCTS AND ANY DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS.

19.3. NOTHING IN THE AGREEMENT EXCLUDES THE LIABILITY OF SYCURIO:

- I) FOR DEATH OR PERSONAL INJURY CAUSED BY SYCURIO'S NEGLIGENCE;
- II) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; OR
- III) FOR WILLFUL MISCONDUCT.

19.4. SUBJECT TO CLAUSE 19.3:

- I) 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 THE AGREEMENT (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ALL APPLICABLE END USER QUOTES, PARTNER ORDER FORMS AND SOWs).
- II) EACH PARTY'S TOTAL AGGREGATE LIABILITY IN CONTRACT (INCLUDING IN RESPECT OF THE INDEMNITY AT CLAUSE 18), 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 PARTNER ORDER FORMS, END USER QUOTES AND SOWs) SHALL BE LIMITED TO:
 - A) £2 MILLION (TWO MILLION GBP) IN RELATION TO ANY CLAIM UNDER CLAUSE 18 (INDEMNITY) FOR ALL PRODUCTS; AND
 - B) FOR ALL OTHER MATTERS THE LOWER OF £500,000 (FIVE HUNDRED THOUSAND GBP) OR 125% (ONE HUNDRED AND TWENTY-FIVE PER CENT) OF THE OVERALL CHARGES PAID FOR THE 12-MONTH PERIOD IN WHICH THE LIABILITY FIRST ARISES.

20. TERMINATION

- 20.1. Without affecting any other right or remedy available to it, either party may terminate the Agreement or an applicable Partner Order Form, End User 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 Partner Order Form, End User 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; or
 - b) if 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.
- 20.2. Without prejudice to any other rights or remedies to which Sycurio may be entitled, Sycurio may terminate the Agreement or the applicable Partner Order Form, End User Quote or SOW and without liability to the Channel Partner if:
 - a) the Channel Partner fails to pay any amount due under the Agreement or the applicable End User Quote or SOW 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 Channel Partner following which the entity controlling the Channel Partner can reasonably be viewed as: (i) a competitor of Sycurio; and/or (ii) being reasonably likely to bring material damage to the reputation of Sycurio; or
 - c) the Channel Partner brings court proceedings or takes other official steps aimed at defeating the validity of any of Sycurio Intellectual Property Rights.
- 20.3. The term of each End User Agreement between the Channel Partner and each End User shall be for an initial period of three (3) years (or such other period set out in the End User Quote) and thereafter for successive periods of 12 months. The commencement date of any license terms in respect of End Users is the earlier of (i) the Production Ready Date; and (ii) the date that is 2 months from the date of execution of the applicable End User Quote.
- 20.4. The Channel Partner may at any time, for its own convenience and without cause, by providing thirty (30) days' prior written notice to Sycurio, terminate the Agreement and/or any End User Quote placed hereunder in whole or in part. In the event that the Channel Partner terminates the Agreement for convenience, the amounts remaining to be paid on all outstanding End User Quotes shall be accelerated and become immediately due and payable by the Channel Partner to Sycurio. In the event that the Channel Partner terminates an End User Quote for convenience, the amounts remaining to be paid on that End User Quote shall be accelerated and become immediately due and payable by the Channel Partner to Sycurio.
- 20.5. On expiration or termination of the Agreement, or where applicable, expiration or termination of an End User Quote (to which this Clause 20.5 shall then apply to that particular Product and End User Quote only), for any reason:
 - a) the parties' rights and obligations will cease in relation to Channel Partner's right to resell the Products (and related Professional Services) to any new prospects ("**New Business**");
 - b) the license granted to the Channel Partner will automatically terminate in relation to New Business;

- c) it shall be the responsibility of the Channel Partner to notify each End User of the termination or expiration of the Agreement and, where Sycurio terminates the Agreement pursuant to Clause 20.2, the Channel Partner shall provide Sycurio with the opportunity to discuss with each End User provisions to ensure continuity of service and continued use of a Product;
- d) the Channel Partner shall (at its sole cost) return (or at Sycurio's option, destroy) all media the Channel Partner has regarding Sycurio and any copies of media on which a Product is held;
- e) each of the Channel Partner and Sycurio shall promptly return to the other party or otherwise dispose of as the other party may instruct (at each party's sole cost), all samples, technical pamphlets, catalogues, advertising materials, specifications and other materials, documents or papers whatsoever including Confidential Information of the other party or any End User sent to the Channel Partner or Sycurio (as the case may be) and relating to Sycurio, any End User's or Channel Partner's business (other than correspondence which has passed between the parties) which the Channel Partner or Sycurio (as the case may be) may have in its possession or under its control in whatever form it may be recorded or stored, including (but without limitation) any electronic or digital storage media; and
- f) the parties shall have no further obligations or rights under the Agreement, without prejudice to those which have accrued to either party prior to termination or expiration, and the clauses for the interpretation or enforcement of the Agreement or which by their nature can be reasonably interpreted as surviving the expiration or termination of the Agreement, shall survive and continue to have effect after such expiration or termination.

20.6. The termination of the Agreement (save for where the Channel Partner terminates the Agreement by reason of Sycurio's material breach) shall not of itself give rise to any liability on the part of Sycurio to pay any compensation to the Channel Partner, to reimburse the Channel Partner for any costs relating to or resulting from such termination, or for any other loss or damage.

21. MARKETING

Sycurio may apply rewards on a case by case basis in respect of the Charges detailed in an applicable End User Quote. Such rewards are conditional on the Channel Partner or End User fulfilling the promotional obligations that may be communicated by Sycurio from time to time and agreed to by the parties.

Channel Partner and each End User hereby consents to Sycurio using Channel Partner's and End Users' name(s) and logo(s) solely for the purpose of identifying Channel Partner and End Users as customers of Sycurio. Except as described above, neither party shall use the other party's name or

logo in any promotional or advertising materials without the prior written approval of the other party party.

22. FORCE MAJEURE

- 22.1. Neither party shall have any liability to the other under the Agreement if it is prevented from or delayed in performing its obligations under the 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 other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, medical pandemic or epidemic, 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.
- 22.2. 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.

23. CONFLICT

If there is an inconsistency between any of the provisions in the main body of the Agreement and the Schedules, the provisions in the main body of the Agreement shall control. In the event of any inconsistency between the terms of this CPMA and a Partner Order Form, End User Quote, or SOW, the terms of the Partner Order Form, End User Quote, or SOW shall control.

24. 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.

25. 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.

26. RIGHTS AND REMEDIES

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

27. SEVERANCE

- 27.1. 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.
- 27.2. If any provision or part-provision of the Agreement is deemed deleted under Clause 27.1, the parties shall negotiate in good faith to agree to a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

28. ENTIRE AGREEMENT

- 28.1. 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.
- 28.2. Each party acknowledges that in entering into the 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 the Agreement.
- 28.3. Each party agrees that it shall have no claim for negligent misrepresentation or negligent misstatement based on any statement in the Agreement or any End User Quote. Nothing in this clause shall limit or exclude any liability for fraud.

29. ASSIGNMENT

- 29.1. Subject to Clause 2, neither party may, 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. Notwithstanding the foregoing, either party may assign the Agreement and its rights, benefits, warranties and obligations under the Agreement, in whole or in part, to an entity that acquires all or substantially all of such party's assets, without the other party's consent, or in the event of a change of control provided that the entity acquiring the Channel Partner is not a competitor of Sycurio.

- 29.2. 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.

30. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture 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).

31. THIRD PARTY RIGHTS

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

32. NOTICES

- 32.1. 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 or email address set out in the Partner Order Form, or such other address as may have been provided by that party for such purposes in writing from time to time.
- 32.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not between 09:00 and 17:30 on Business Day, 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.

33. GOVERNING LAW AND JURISDICTION

For North American Partners, the Agreement shall be governed by and construed under the laws of the State of New York. For all other Partners, the 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 Partners

and the courts of England and Wales for all other Partners, for any actions, suits or proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.

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SCHEDULE 1 – SUPPORT AND MAINTENANCE

1. P90 Support Program

In order for a 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 09:00 and 17:30 on a Business Day at times which shall be agreed in advance with the End User. Sycurio will send a reminder to the End User approximately one week prior to the activity date. On the day of the activity, Sycurio will notify the End User 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 Product platform is fully restored. Sycurio will then notify the End User that the activity has been completed and that acceptance testing can be undertaken by the End User.

2. SLA Matrix

Sycurio shall, during the Term, adhere to the following Product monthly 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	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	P2	10 mins	+ 2 Hours	+ 4 Hours	+ 5 business days

	<p>is deemed to be available.</p> <p>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.</p>	<p>into secure mode; payments cannot be made; link request or response failure for a large proportion of end users.</p> <p>Issues assigned a P2 priority code will have an impact on a significant portion but not a majority of total end users.</p>					
	N/A	<p>A limited or isolated failure of Sycurio software.</p> <p>Calls cannot be put into secure mode; payments cannot be made; link request or response failure for a small group of end users.</p> <p>Issues assigned a P3 priority code will impact a minority of total end users</p>	P3	10 mins	+24 hours	+36 hours	N/A
		<p>Maintenance, scheduled activity and non-service impacting issues.</p>	P4	1 business day	+ 5 Business days	N/A	N/A
Speech Recognition	N/A	<p>A limited or isolated failure of Sycurio software.</p> <p>Calls cannot be put into secure mode; payments cannot be made; link request or response failure for a small group of end users.</p> <p>Issues assigned a P3 priority code will have no impact on the</p>	P3	10 mins	+24 hours	+36 hours	N/A

		majority of total end users					
		Maintenance, scheduled activity and non-service impacting issues.	P4	1 business day	+5 business days	N/A	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

Service Level Noncompliance

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 all End Users, and such failure is due solely to Sycurio's action or inaction where required to act and not due to the action of the Channel Partner or of a third party over which Sycurio has no control (a “**Service Level Noncompliance**”) then, as its sole remedy for such failure, the Channel Partner 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 Channel Partner shall be liable to pay Sycurio only the License Fees incurred on a pro-rata basis up to the date of termination.

SCHEDULE 2 - LICENSED TRADEMARKS

Trademark No.	Mark Text	File Date	Status	Nice Classes	Image
UK00003750291	SYCURIO	2/2/2022	Application	09 35 37 38 42	

Sycurio.

Sycurio.

Sycurio.

Sycurio.Voice

Sycurio.Digital

Sycurio.Voice&Digital

Sycurio.Pay

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SCHEDULE 3 – REQUIRED SUB-LICENSE TERMS

While reselling the Product to an End User, where the End User does not execute a EULA directly with Sycurio, Channel Partner shall include, at a minimum, the following terms and conditions or substantially similar terms and conditions in the End User Agreement:

1. **Sub-licence.** In the event that the Product will be implemented as a cloud based solution, the Channel Partner hereby grants to End User the right to use the Products as a hosted service subject to the terms and conditions of use related to the Product set out under the Agreement. In the event that the Product will be implemented as an on premises solution, the Channel Partner hereby grants and the End User hereby accepts, for the End User's internal business purposes only, a non-exclusive, non-transferable, non-sublicensable (except to permitted Affiliates) right and license to use the Products in object code form, subject to the terms and conditions of the Agreement.
2. **Usage.** The End User is responsible and will be liable to the Channel Partner and Sycurio for all access to and use of the Product.
3. **Limitation to Licensed Channels.** The End User's use of the Products shall be limited to the applicable Usage Limit.
4. **Affiliates Permitted.** The End User may permit its Affiliates to use the Products provided that the End User shall be responsible for the use of the Product by its Affiliates at all times.
5. **Restrictions.** The End User shall not and shall not authorise or permit any third party to: (i) except to the extent necessary to deploy or use the Products in a manner consistent with the sub-licence rights contained in the Agreement, reproduce, translate, or otherwise copy, enhance, add to, create derivative works from or modify the Products; (ii) reverse engineer, disassemble or de-compile the Products or any part of a Product; (iii) develop any computer software system, subsystem or module that incorporates or otherwise uses elements of the Products; (iv) sub-license, assign or transfer the license rights in the Products granted to the End User; or (v) otherwise access the Products or any part of a Product in order to build a product or service which competes with the Product; in each case without the prior written authorization of Channel Partner and Sycurio, such authorization to be exercised in the sole discretion of Channel Partner and Sycurio. Any such authorized modification, copy or other reproduction shall automatically be deemed an integral part of the Products licensed hereunder and the End User shall have no ownership of the derivative work.
6. **No Other Intellectual Property Rights.** Under no circumstances shall the Agreement grant or transfer to the End User any Intellectual Property Rights (other than a Product use license) in respect of the Products. The End User acknowledges and agrees that the right, title and interest in the Products and in any modification made to the Products shall vest and remain vested at all times with Sycurio.
7. **Updates.**
 - a. As part of the support services provided by Sycurio, Updates to each Product may be made available to the End User from time to time. The End User acknowledges and agrees that, as part of the on-going technical functioning of the Products to the End User, a Product's certification under PCI DSS, the avoidance or mitigation of claims of intellectual property infringement, the installation of the Updates is a fundamental and necessary requirement.

- b. The End User shall allow Sycurio to implement all Updates to a Product as deemed necessary by Sycurio, including as required for the Product to remain PCI DSS compliant. Sycurio shall have no liability to the End User for any claims that arise due to the End User failing to allow Sycurio to implement an Update.
 - c. Unless otherwise required by PCI DSS, Sycurio shall coordinate with the End User in advance of implementing an Update and shall use best efforts to schedule Updates to align with an End User's maintenance windows.
 - d. The End User shall be fully responsible, 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 and shall indemnify, defend and hold harmless Sycurio on demand from and against all liabilities, claims, actions, proceedings, and all damages, losses, fines, judgments, demands, fees, costs and expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal fees and disbursements calculated on a full indemnity basis) suffered or incurred by Sycurio arising out of or in connection with such End User non-compliance with PCI DSS.
 - e. Update for the purpose of this section means together the Bug Fix Updates, IPR updates, and Vulnerability Updates; where i) Bug Fix Updates means updates that are provided in order to fix identified minor faults in the Products (but are not Vulnerability Updates or IPR Updates), ii) IPR Updates means updates which are necessary to address Intellectual Property Rights infringement issues, iii) Vulnerability Updates means upgrades which are necessary to address a vulnerability in a Product.
8. **ACH Payments.** For any web-based or telephonic purchase transaction for which payment is to be processed as an automated clearing house (ACH) debit entry to an End User's bank account (the "**ACH Services**"), Sycurio will provide an automated recommendation whether to accept or reject the transaction. End User acknowledges that Sycurio's recommendation is based upon information obtained from a third party acting as a consumer reporting agency or a reseller of consumer reports and the End User's instructions with respect thereto, and Sycurio has not independently verified such information. Customer further acknowledges that Sycurio may be acting as a "reseller" of information derived from a consumer report, as "reseller" is defined at 15 U.S.C. 1681a(u). In addition to any other Applicable Law, with respect to End User customers that are "individuals" who effect a business transaction with End User primarily for personal, family, or household purposes, Sycurio and the End User will, if applicable, comply with the requirements of the Fair Credit Reporting Act, 15 U.S.C. §§1681 et seq. (the "**FCRA**") and, as relevant, Regulation V of the Consumer Financial Protection Bureau ("**CFPB**"), 12 C.F.R. Part 1022, and the Regulations of the Federal Trade Commission ("**FTC**") promulgated under the FCRA, 16 C.F.R. Subchapter F, as each may be amended from time to time. End User acknowledges that it may be deemed a "User" of consumer reports and that it may be required to comply with the restrictions on the use of information derived from consumer reports pursuant to the FCRA, as well as restrictions imposed by the credit reporting agency from which Sycurio obtains information concerning consumer accounts, currently MicroBilt Incorporated (the "**CRA**"). With regard to each usage of the ACH Services, the End User hereby certifies that (a) it has a legitimate business need for the ACH Services in connection with a transaction that has been initiated by its End User customer; (b) it will use the ACH Services for no other purpose (a "**Permitted Purpose**" under 15 USC §1681b(a)(3)(F)); and (c) that its use of the ACH Services will not change. End User acknowledges that Sycurio is required to identify End User to Sycurio's CRA as well as the Permitted Purpose of each use of the ACH Services pursuant to 15 U.S.C. 1681e(e)(1). End User

acknowledges that Sycurio's provision of the ACH Services is dependent upon the CRA's continued provision of information to Sycurio and that, in the event that such information ceases to be available for any reason and Sycurio is not reasonably able to obtain such information from other sources, or if Sycurio becomes aware of any violation by the End User of its certifications and representations provided herein, Sycurio may immediately terminate the End User's use of the Solutions or Products that contain the ACH Services.

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