

SYRVE TERMS OF SERVICE

Having paid the license fee for the invoice, issued to you by the Licensor, you have accepted the conditions of the current License agreement and the Agreement is deemed to be concluded.

DEFINITIONS

“Terms of Service” (License agreement) – license agreement concluded between SYRVE LIMITED (“Licensor”) and the Legal entity or Individual (“Licensee”).

“Software” means the Syrve software provided to by the Licensor to the Licensee. Which according to this Agreement the right of use is granted to the Licensee. The Licensor guarantees, that it has the legal capacity to provide the right to use the Software and which is enough to conclude this Agreement and its obligations.

“License” means the right to use the functionality of the software copy by the Licensee under the terms of a simple (non-exclusive) non-transferable license.

“License Type” means the type of License granted to the Licensee specified in the invoice.

1. SUBJECT OF THE AGREEMENT

1.1. The Licensor shall provide the Licensee with the Software License (a simple non-exclusive license) in accordance with this Agreement and the Licensee shall pay the license fee to the Licensor.

1.2. The name and version of the software, the amounts payable to the Licensor for the Licenses, the number of Licensed workplaces (if applicable), the types of licenses as well as the period for granting the rights to use the software are specified in the Invoice issued by the Licensor.

2. LICENCE TERMS AND CONDITIONS

2.1. Licensor grants on the conditions of a simple (non-exclusive) license the following rights:

2.1.1. to use the Programs and to carry out the actions necessary for the functioning of the Programs in accordance with its design.

2.2. All the rights for the software which are not named and stipulated directly in this Agreement shall not be granted to the Licensee.

2.3. The Licensee shall not:

2.3.1 except to the extent allowed by any applicable law.

2.3.2. Reproduce the software, that is, make one or more copies of the software, except when the copy of the software is reproduced in accordance with the terms of this Agreement.

2.3.3. Distribute software copies through sale or other alienation.

2.3.4. Import copies of the software.

2.3.5. sub-license copies of the software.

2.3.6. Software modification, including but not limited to the implementation of the changes into the object code of the software or its databases including the cases of the correction of obvious errors which is allowed to be done only by the means included into the Software kit and described in the Documentation.

2.3.7. To disassemble, to decompile the Software (to transform the object code into the source code), including the software, databases and other Software components, excluding the cases and only to the extent when it is clearly allowed to be done by applicable law.

2.3.8. To make the software available to the public (in the way, so that any person could get access to the software from any place and at any time on the person's choice).

2.4. The Licensee undertakes not to copy any materials transmitted together with the Software.

2.5. Licensee is entitled to reproduce the documentation for the software, as well as other information materials transmitted together with the software, in an amount not exceeding the number of software licenses transferred without the right to transfer to such materials to the third parties.

2.6. The Licensee undertakes not to remove or obfuscate any notice of copyright, trade name, trademark or patent rights that are used in the Software.

The Licensee is obliged to use the software in compliance with the technical requirements established by the Licensor defined in Clause 11 to this Agreement.

3. LICENSE PAYMENT

3.1. For the licenses granted hereunder, the Licensee undertakes to pay the Licensor a fee in the amount specified in the invoice. The amount of license fee shown in the invoice is formed depending on the selected type of license, period of use of license (license duration), number of workstations (if applicable).

3.2. Prices for the licenses are published on <https://www.syrve.com/en-gb/restaurant-pos-pricing>.

3.3. The License Fee and other charges payable under this Agreement are exclusive of any applicable VAT and other sales tax which shall be payable by the Licensee at the rate and in the manner prescribed by law against submission of a valid tax invoice.

3.4. License fee is non-negotiable and non-refundable in the event that this Agreement is terminated.

3.5. After payment of the license fee against the invoice, issued towards you by the Licensor, you are considered to have agreed to the conditions of the current License agreement and this Agreement is considered to be concluded between you and the Licensor.

3.6. The payment shall be paid by the Licensee in the term of 5 (five) days before granting of a license. Licensing will only be enabled after the payment of license fee.

3.7. The Licensee should pay the license fee once in a billing period (a month or a year) in the term of 5 (five) days before granting of a license. In case of a renewal of the license, the payment should be made in the term of 5 (five) days before granting of a license.

3.8. If the Licensee fails to pay the received invoice within the terms of this Agreement and the price changes during that period, the Licensee should pay the new price indicated in the invoice.

3.9. The Licensor reserves the right to change prices for licenses at a time and frequency solely within its decision. The Licensor will notify clients on price changes by publishing a notification on the Licensor's official web site in the term of one month before this changing in price.

3.10. The Licensor has the right to make amendments into this Agreement unilaterally.

3.11. The payment must be conducted as a direct Bank Transfer.

3.12. All outgoing bank transfer charges shall be paid by the Licensee.

3.13. All payment obligations of the Licensee shall be deemed fulfilled when the due sums are credited to the Licensor 's bank's correspondent account.

4. PROCEDURE FOR TRANSFER OF RIGHTS TO USE THE SOFTWARE

4.1. The license should be granted to the Licensee in the term of 5 (five) days after payment of the license fee to the Licensor.

4.2. The technical requirements for the equipment on which the software can be used are indicated in clause 11 of this Agreement. If the Licensee fails to comply with these technical requirements, the Licensor will not bear the responsibility for the failure of software installation, software performance, software manufacturing, or data loss.

4.3. The Licensee undertakes to comply with this License agreement, as well as other requirements set forth in the User's Guide or other software documentation and not contrary to this Agreement.

5. LIABILITIES OF THE PARTIES AND LIMITATION OF LIABILITY

5.1. The Party violating the present Agreement shall reimburse to the other Party the actual losses caused by such a violation, such losses are limited exclusively to the terms of this Agreement.

5.2. Should the Licensee fail to pay on time under section 3 hereto the Licensor may demand a fine which is equal to 0,1 % of the amount for each day of delay, but in total no more than 10% of the total amount to be paid under this Agreement.

5.3. In the event that Licensee violates the payment obligation to the Licensor for the Software license granted in the time stipulated by this Agreement, the Licensor may unilaterally abandon this contract and claim damages caused by the termination of such Agreement.

5.4. The Licensor has the right, as an application of interim measures for the proper and timely payment by the Licensee of remuneration for the license granted to him, to apply technical measures related to the establishment in the software key of limited use of the software. The Licensor, applying these measures, guarantees that the functionality of the software will be restored after the due repayment by the Licensee of the debt (including penalties), within a period not later than 5 (Five) business days from the receipt of funds to the banking account of the Licensor, by providing a new key for full-featured use of the software, except for the case when the Licensor has made a decision to unilaterally abandon this Agreement in accordance with clause 5.3. of this agreement.

5.5. The Licensee agrees with the statement that the Software products and the accompanying documentation can't be 100% error free and are provided to the Licensee "AS IS", in accordance with the generally accepted principle in international practice.

5.6. The maximum liability of the Licensor under this Agreement is limited to the amount that Licensee shall pay for the Licenses granted to him.

5.7. In no event shall the Licensor be liable to the Licensee for damages, business interruptions, loss of business or other data or information, claims or expenses, consequential or incidental damages, or lost profits and lost savings caused by use or related to use of Software, as well as for damage caused by possible errors and misprints in the Software, even if the representative of the Licensor became aware of the possibility of such damages, losses, claims or expenses.

5.8. The Licensor shall not bear responsibility for failures in the operation of the software in case the software is installed on the equipment and / or in conjunction with equipment for which the copyright holder has not tested the software, and the technical requirements and configuration of the equipment on which the software is used are not harmonized.

5.9. The Licensor shall not be liable for failures in the operation of the Software in the event that the Licensee has third-party software for which the Licensor software has not been adapted, which modify the Licensor's software settings, which may slow down or decrease the computer's performance, lead to a decrease Computer resources available for the software, as a result of which the full operation of the software becomes impossible, or if an unlicensed software is installed on the Licensee computer or software.

6. FORCE MAJEURE

6.1. In this Agreement the term “Force Majeure Event” means an event which prevents a Party to perform its obligations or causes the Party to delay performing its obligations under this Agreement, and includes floods, earthquakes, and other natural catastrophes, wars, military operations, states of, emergency and martial law, statutory or other legislation of the authorities in the Licensee’s or Licensor’s territory and any other similar events which the Parties could not reasonably have foreseen nor prevented, which occurred after the date of acceptance of this Agreement by the Licensee.

6.2. Should one of the Parties have no opportunity to fulfil its obligations under this Agreement or such performance is delayed due to a Force Majeure Event, such Party shall not be liable to the other Party for non-fulfilment of its obligations during the period of such Force Majeure Events and their consequences.

6.3. In case of occurrence or likely occurrence of the Force Majeure Events the affected Party shall:

6.3.1. Immediately notify the other Party within a period of not more than 5 (five) days after such Party becomes aware of the occurrence of the Force Majeure Events (including detailed description of the Force Majeure Event which has occurred or may occur, the extent of influence or likely influence of such event on non-performance of obligations by the affected Party, date of commencement and expected duration of the Force Majeure Event). Non-notification (late notification) of occurrence or cessation of a Force Majeure Event deprives the Party of the right to refer to it hereinafter. Facts that are stated in the notification, shall, be confirmed by a relevant certificate of authorized body.

6.3.2. Use all reasonable endeavour and employ all reasonable means to remedy or abate the Force Majeure Event effect.

6.3.3. Notify the other Part as soon as possible of cessation or abatement of the Force Majeure Event effect.

6.3.4. Resume fulfilment of its obligations under this Agreement without delay after cessation of the period of the Force Majeure Event or after the Force Majeure Event has abated to an extent allowing resumption of fulfilment of its obligations.

7. INTERNET / NETWORK REQUIREMENTS

7.1. Licensor’s Software products require a reliable and robust connection to the internet / local network to provide timely data processing and reporting. It is the Licensee’s

responsibility to ensure that it has an appropriate internet / local network connection in place prior to installation of the Software and to also ensure that the internet connection is maintained correctly and includes an up-to-date firewall. The recommended internet speeds are a minimum 6 Mbps download speed and 0,75 Mbps upload speed to provide operation of up to 3 till devices. Larger locations / installations will need higher internet speeds as appropriate to the size of installation and business. This speed requirement does not include any additional internet usage required over and above the Licensor's Software products such as staff or guest networks or other business requirements. Internet speeds and consistencies can be checked by using internet speed test websites or by contacting the applicable internet service provider.

7.2. The Licensee is solely responsible for any connection charges, line rental charges and call charges in relation to any Products.

7.3. Whilst Licensor's representatives may provide advice and an indication of the suitability of the Licensee's internet / local network connection, it remains the Licensee's sole responsibility to ensure it has a suitable internet / local network connection both before and after License is purchased. Licensor is not responsible for any slow responses to its Software products, including where this is caused by the Licensee's poor internet / local network connection.

7.4. Provision of Local Area Network (LAN) infrastructure (e.g. cabling, network switches, WAN router) is the responsibility of the Licensee and should be appropriate to the size of business and criticality of the operation.

7.5. Where the Software product is to be used over wi-fi (e.g. tablets/mobile devices) (where applicable):

7.6. the Licensee is responsible for the setup, configuration and management of both the wi-fi infrastructure and the Licensee devices. This includes ensuring wi-fi coverage in required areas and ensuring network dropouts due to wi-fi roaming are minimized.

7.7. the Licensee must consider that wi-fi is not as robust as a wired network and network dropouts can occur due to wi-fi coverage, access point roaming, tablet sleep modes as well as other environmental factors.

7.8. Licensor's Software products are designed to work offline, but where no network connection (LAN or WAN) is available or the network connection is unreliable, some feature and functionality will be unavailable.

7.9. Where Licensee devices are used offline for long periods, the Licensee must ensure that such devices are regularly (at least every 14 days) connected to the internet to ensure data is synchronized with its servers. All till devices must regularly (at least every 14 days) perform 'Close Cash Shift' operations to ensure that the local data store can be transmitted to the servers.

8. TERMS AND TERMINATION OF THE PRESENT AGREEMENT

8.1. This Agreement comes into force from the moment of payment of the first license fee by the Licensee and is valid during the period of paid licenses. If the Licensee doesn't pay the license fee for the next month or other period that is indicated in invoice, this Agreement will be terminated and the license will be stopped.

8.2. In all other cases, not stipulated by this Agreement, the Parties shall be governed by English law. (the applicable law for this Agreement).

9. CONFIDENTIALITY

9.1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Licensee which would reasonably be considered to be proprietary to the Licensee including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Licensee and where the release of that Confidential Information could reasonably be expected to cause harm to the Licensee.

9.2. The Licensor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Licensor has obtained, except as authorized by the Licensee or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

10. DATA PROTECTION

10.1. In this Clause [10], "Data Protection Legislation" means the EU General Data Protection Regulation 2016/679; together with all other applicable legislation relating to privacy or data protection and including any statute or statutory provision, which amends, extends, consolidates or replaces the same. The terms "personal data", "data subject",

“controller”, “processor” and “process” (and its derivatives) shall have the meanings given to them in the Data Protection Legislation.

10.2. Each party shall comply with its obligations under Data Protection Legislation in respect of personal data processed by it in connection with the Contract and the Services (“Relevant Personal Data”).

10.3. Licensor shall act as a processor of the Licensee in respect of the Relevant Personal Data. Section

10.4. Licensor shall:

10.4.1. only process Relevant Personal Data: (a) to the extent necessary to provide the Services; (b) in accordance with the specific instructions of the Licensee (save to the extent, in the opinion of Licensor, such instructions infringe the Data Protection Legislation, in which case Licensor shall notify the Licensee); or (c) as required by any competent authority or applicable law.

10.4.2. implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk relating to its processing of the Relevant Personal Data.

10.4.3. keep, and procure that its employees and agents keep, Relevant Personal Data confidential in accordance with the confidentiality obligations set out in Clause [9].

10.4.4. notify the Licensee without undue delay and provide reasonable cooperation after becoming aware of a personal data breach relating to Relevant Personal Data in Licensor’s possession or control as required pursuant to the Data Protection Legislation.

10.4.5. provide reasonable cooperation and assistance to the Licensee in relation to any request by a data subject to have access to Relevant Personal Data held about them or in relation to a reasonable request, allegation or complaint by a competent authority or data subject, including notifying the Licensee in writing without undue delay of receipt of any request (save to the extent prevented from doing so by applicable law).

10.4.6. be entitled to recover any reasonable costs incurred in assisting the Licensee in meeting its obligations under the Data Protection Legislation; and

10.4.7. at the reasonable request of the Licensee, delete or return all Relevant Personal Data held by Licensor to the Licensee on termination or expiry of the Contract.

10.5. To the extent required by Data Protection Legislation, Licensor shall maintain a record of its processing activities and provide such cooperation and information to the Licensee as is reasonably necessary for the Licensee to demonstrate compliance with Data Protection Legislation. Such cooperation shall include permitting the Licensee, at the Licensee's sole cost and expense, to audit Licensor's compliance with this Clause [10] provided that (unless expressly required otherwise by any competent authority):

10.5.1. reasonable notice of not less than 30 days is given of any proposed audit and the parties shall, acting reasonably, agree the scope and parameters of any such audit.

10.5.2. where an audit is required by the Licensee, such audit shall be conducted during regular business hours, subject to Licensor's policies and may not unreasonably interfere with Licensor's business activities.

10.5.3. the audit shall be subject to Licensor's duties of confidentiality owed to any of its customers or employees; and

10.5.4. the rights granted in this Clause [10.5] may not be conducted more than once in any calendar year.

10.6. The Licensee authorizes Licensor to use any subcontractor to process Relevant Personal Data as a sub-processor of the Licensor provided that Licensor shall ensure that (a) such processing is subject to a written contract or other legal act with such sub-processor containing data protection obligations no less onerous than those set out in this Clause [10] and (b) Licensor shall remain liable for the acts and omission of any such sub-processor with respect to the processing of Relevant Personal Data. A list of Licensor's material sub-processors is defined in this Agreement.

10.7. Licensor shall be entitled to process Relevant Personal Data in or transfer to any jurisdiction including a jurisdiction outside the European Economic Area ("EEA") (including transferring to any subcontractor), provided that such transfer is permissible under Data Protection Legislation.

11. HARDWARE REQUIREMENTS

11.1. The hardware of the Licensee has to comply with minimum system requirements to be able to operate the Software correctly:

11.1.1. POS terminal

- CPU: 2 cores, 4 threads, starting from 2 GHz, Cache 2MB+
- RAM: 2GB+ (4GB recommended);
- HDD: 128GB (SSD recommended);
- Network: 100Mbit Ethernet;
- Display: Touch-screen, Resolution 1024x768;
- Operating system: Windows 10 SP1, Windows Embedded POSReady 10 or higher

11.1.2. KDS terminal

- CPU: 2 cores, 4 threads, starting from 2 GHz, Cache 2MB+
- RAM: 2GB+ (4GB recommended);
- HDD: 128GB (SSD recommended);
- Network: 100Mbit Ethernet;
- Display: Resolution 1024x768 or better; 32" recommended
- Bump-bar: Bematech KB-1700 or any PS/2 compatible keyboard
- Operating system: Windows 10 SP1, Windows Embedded POSReady 10 or higher

11.1.3. Printers

- Only Epson TM-88 compatible printers are supported.

11.2. The Licensor does not bear responsibility for the Licensee data integrity and for the Software failure which might be a case when a PC, operating this software, is not connected to the power line through an intellect control UPS device.

11.3. The Licensor does not bear responsibility for the operational condition of the receipt printing hardware in case the PC where the software is installed, and which interacts to this hardware is not connected to the power line using a UPS device.

12. DETAILS OF PROCESSING OF LICENSEE RELEVANT PERSONAL DATA

This paragraph includes certain details of the Processing of Licensee Relevant Personal Data as required by Article 28(3) GDPR.

1. Subject matter, nature and purpose of processing: Personal data are processed in order to comply with TERMS OF SERVICE (LICENSE AGREEMENT).
2. Duration: for the term of this TERMS OF SERVICE (LICENSE AGREEMENT).
3. Types of Relevant Personal Data and categories of data subjects:

4. Licensee's Employee data (mandatory to provide ability to perform business operations using Syrve products and in order to communicate with the Licensee during the term of TERMS OF SERVICE (LICENSE AGREEMENT)).

4.1.1. Personal data processed to provide ability to perform business operations using Syrve products (none of the fields are mandatory in Syrve system, it is up to the Licensee as data controller to determine the set of fields to be used:

1. Name;
2. Surname;
3. Middle Name;
4. E-mail address;
5. Phone number(s);
6. Position/Role;
7. Gender;
8. Date of birth;
9. Address;
10. Phone;
11. E-mail;
12. ID/Passport;
13. VAT No;
14. Payment rates;
15. Work schedule;
16. Photo;
17. Validity periods for medical certificates;

4.2. Licensee's Customers data (only in case of Licensee specified necessity to load Customers data into the Syrve products, most of fields are not mandatory to fill in):

1. Name (mandatory);
2. Surname;
3. Phone (mandatory for delivery/collection orders and for banquets/reservations);
4. Address (mandatory for delivery orders);
5. Address location;
6. E-mail;
7. Gender;
8. Date of birth;
9. Additional address or Customer info.

- 5. The obligations and rights of the Licensee are set out in the TERMS OF SERVICE (LICENSE AGREEMENT);
- 6. Sub-processors used:

Hetzner Online GmbH

13. SYRVE SERVICE LEVEL AGREEMENT (SLA)

Throughout the entire term of the TERMS OF SERVICE (LICENSE AGREEMENT) for granting the simple (non-exclusive) license to use the Syrve software or previous revisions of the agreement regulating the use of Syrve, the Licensor shall provide the Licensees with functioning and available Syrve web services for at least 99.8% of the time in each calendar month. If the Licensor fails to meet the terms of the Service Level Agreement (99.8%), whereas the Licensee performs all of its obligations, the Licensee may be eligible to the Compensation Service described below. This Agreement constitutes the only remedy of the Licensees should Syrve fail to meet the terms thereunder.

13.1. Definitions

The following definitions are used in Syrve Service Level Agreement.

- **Service Outage** is the period of time when the Syrve service is completely unavailable. The service outage is monitored and estimated by Syrve.
- **Monthly Availability Ratio** is calculated as the total minutes per month minus the total minutes of the service outage divided by the total minutes per month.
- **Service** is any Syrve service covered in the Agreement.
- **Compensation Service** means the following (below):

Monthly Availability Ratio, %	Days of free service upon the expiry of the term of Service
< 99.8% – >= 99.0%	3 days
< 99% – >= 98.0%	7 days
< 97%	15 days

13.2. Request for the Compensation Service placed by the Licensee

In order to be eligible to the Compensation Service, the Licensee shall notify the Licensor that the former is entitled to the Compensation Service within thirty (30) calendar days from the time such entitlement is received using the **Syrve Cloud Interruption Compensation form** where the Licensee shall complete all the required fields and send the application. Unless the Licensor notification requirement is met in due time (30 calendar days) as described above, the Licensee shall forfeit its right to use the Compensation Service.

13.3. Maximum Scope of the Compensation Service

The total scope of the Compensation Service provided by the Licensor to the Licensee for all Service Outages within one calendar month shall not exceed fifteen (15) days or the cost of 15-day service by value (for the Licensees that pay license fees under the License Offer Agreement monthly). The Compensation Service cannot be converted into money.

13.4. Exceptions from Syrve Service Level Agreement

The Syrve Service Level Agreement does not cover any service malfunction caused by: a) factors described in the Force Majeure section of the Agreement, b) failure of the Licensee's or third party's equipment which is not directly controlled by Syrve.