

DELIVERABLE SCHEDULE – PARK PLACE TECHNOLOGIES

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deliverable Schedule the following definitions apply:

“Covered Equipment”	has the meaning given in paragraph 3.8.1;
“End User”	means, where the Customer does not operate the Covered equipment, a user of the Covered Equipment, being a third party to whom the Customer has directly or indirectly resold the PPT Services;
“Effective Date”	means the date on which Acceptance by the Customer takes place;
“General Terms”	means Switchshop's general terms of sale and supply, as updated from time to time;
“PPT”	means Park Place Technologies Limited and its affiliates and includes their agents, subcontractors and representatives;
“PPT Services”	has the meaning given in paragraph 3.1;
“SOW”	has the meaning given in paragraph 3.13.2;

1.2 Any capitalised words not defined above shall have the meaning given to them in the General Terms. The rules of interpretation as set out in clause 1.2 of the General Terms shall also apply to this Deliverable Schedule.

2. APPLICATION OF THIS DELIVERABLE SCHEDULE

2.1 This Deliverable Schedule along with the Quotation, the General Terms and the SOW together constitute the Contract between Switchshop and the Customer for the provision of the PPT Services. The Contract supersedes any previously issued terms and conditions of supply and purchase.

2.2 The PPT Services are a “Service” for the purposes of the General Terms.

3. TERM; SCOPE.

3.1 **Contract:** The Contract between Switchshop and the Customer for the resale of the maintenance and other service provided directly by PPT to the Customer (or the End User, as the case may be) as

specified in the SOW (defined below) (“**PPT Services**”) is effective as of the Effective Date and continues until terminated as provided herein. These terms and conditions apply to all sales of PPT Services by Switchshop.

3.2 **Statements of work:** A signed statement of work, accompanied by an Acceptance, will precede all sales of specific services, which services will be set forth on the schedule(s) to the statement of work. Statements of work and accompanying schedules are referred to herein as the “**SOW**” or “**SOWs**”.

3.3 **SOW Service Modifications:** The Customer (or the End User, as the case may be) may remove individual Services or Covered Equipment (defined below) from an existing SOW by giving sixty (60) days’ prior written notice to PPT copying Switchshop. Credits resulting from Service or Covered Equipment removal will pro-rated based from the effective removal date based on a 30-day month.

3.4 **Customer Termination for Convenience.** The Customer (or the End User, as the case may be) may terminate an existing SOW for convenience and without penalty with 75 days’ prior written notice to Switchshop.

3.5 **Fees.** Maintenance and other recurring fees are invoiced annually in advance (unless otherwise noted on the SOW). In the event fees are not timely paid, Switchshop may (in addition to any rights set out in the General Terms) accelerate and demand payment in full of all amounts due for the maintenance period, including any subsequent instalment payments.

3.6 **Customer Compliance.** The Customer agrees to comply (and shall procure any End User complies) with all applicable laws and regulations. The Customer will not (and where relevant shall procure that the End User shall not) access or use PPT Services in any manner that would cause PPT or Switchshop to violate any U.S. or international embargo, export control law, or prohibition. The Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any person in connection with this Contract or an SOW. If the Customer learns of any violation of the above restrictions, the Customer will use reasonable efforts to promptly notify Switchshop. The Customer represents that it, and, where relevant, any End User, has all requisite ownership, license or other rights required for Switchshop to provide and for PPT to perform the PPT Services under all SOWs without infringing rights of third parties.

3.7 Limited Warranty and Limitation of Liabilities.

3.7.1 Switchshop warrants that the PPT Services will be provided by supervised and qualified staff and will be provided in a good and workmanlike manner and in compliance with all applicable laws and regulations. Notwithstanding any provision of the General Terms, the warranty in this

paragraph 3.7.1 is the sole warranty of Switchshop in relation to the PPT Services and there are no other warranties, express or implied, including but not limited to, any implied warranties of merchantability and suitability or fitness for a particular purpose.

- 3.7.2 Switchshop's total liability for any claim of any type whatsoever in connection with this agreement is limited to proven direct damages caused solely by PPT's or Switchshop's gross negligence, wilful misconduct, breach of warranty or breach of contract. The Customer's exclusive remedy for any such claim will not exceed the fees actually paid by the Customer under the applicable SOW during the one year period preceding the date of claim (or, if a "Service First" time and materials call, to the fees for such service first call). In no event will Switchshop be liable for lost profits, lost revenue, business interruption, or indirect, punitive, special, incidental, exemplary, extra-contractual, or consequential damages.
- 3.7.3 No legal action arising under this Agreement may be brought by Customer against Switchshop later than one year after the claim arises.

3.8 Standards of PPT Services.

- 3.8.1 To be eligible for the provision of the PPT Service, Customer (or where relevant, End User) equipment must be identified on an SOW ("**Covered Equipment**"). All Covered Equipment must be in good working condition and meet the manufacturers' minimum equipment configuration requirements and specifications. Any costs associated with correcting deficiencies to the aforementioned requirement(s) are the responsibility of Customer.
- 3.8.2 Switchshop will procure that PPT maintain the Covered Equipment in good operating condition. The PPT Services include labour and replacement of all parts deemed necessary for proper operation of Covered Equipment. Defective parts containing proprietary data will remain the Customer or the End User's property, as applicable; all other defective parts will become the property of PPT unless otherwise agreed.
- 3.8.3 The Customer will promptly notify PPT of any Covered Equipment failure, and will allow PPT staff reasonable access to Covered Equipment and a reasonable time to perform the Services. The Customer will maintain (or, where applicable, procure that the End User maintains) accurate and current logs and records concerning the operation of Covered Equipment.
- 3.8.4 PPT Services provided outside the scope of services set forth on an SOW will be billed at PPT's per call rates and terms then in effect

plus Switchshop's margin, which shall not exceed the margin in relation to the most recent SOW.

- 3.8.5 All Services are dependent upon hardware availability on commercially reasonable terms.

3.9 **PARKVIEW™.** To the extent applicable, the Customer's right and license to use ParkView™ (which includes the suite of licensed BMC products, referenced herein as the "ParkView Products") is subject to the following:

- 3.9.1 ParkView Products are protected by United States copyright law and applicable international copyright treaties;
- 3.9.2 neither the Customer nor, where applicable, the End User may claim or assert title to or ownership of the ParkView Products (or modifications thereto), or remove or alter any copyright or proprietary notice from copies of ParkView Products;
- 3.9.3 neither the Customer nor, where applicable, the End User may copy, de-compile, disassemble, reverse engineer or attempt to derive ParkView Products' source code from object code, except to the extent permitted by applicable law;
- 3.9.4 neither the Customer nor, where applicable, the End User may sell, rent, lease, license, sublicense, modify, time share, outsource or transfer the ParkView Products to any third-party without the written consent of Switchshop;
- 3.9.5 the Customer will use (and shall procure that the End User uses) reasonable care and protection to prevent the unauthorised use, copying, publication or dissemination of the ParkView Product; and
- 3.9.6 neither the Customer nor, where applicable, the End User may export or re-export the ParkView Product without both the written consent of PPT and/or its licensor (as applicable) and the appropriate US and/or foreign government license(s).

3.10 **Service First.** In the covered territories, if a Customer or End User requests maintenance services on equipment not covered by an SOW, or outside the scope of PPT Services identified on an SOW, PPT may provide responsive maintenance services to the extent within its capabilities and approved in writing by the Customer or End User. Unless otherwise agreed in writing, these additional services will be performed by PPT on a time and materials basis (which may include travel). All Service First time and materials services may be subject to receipt of a Customer or End User purchase order or credit card authorization and the warranty limitations and limitations on liability set forth in this Contract.

3.11 **Exclusions.** The following are not included in the PPT Services: installation, de-installation, reinstallation or moving Covered Equipment;

adding, changing, removing features or options, or making functional changes to Covered Equipment; providing consumable or operating supplies or materials, including but not limited to print heads, shuttle assemblies, cables, batteries (other than mother board, system board, and cache batteries, which are included), media, toner or ink cartridges; repair of equipment damage including, without limitation, damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, water, other environmental factors, telephone equipment or communication lines failure, failure of foreign interconnect equipment, or caused by maintenance services or modifications, alterations or additions of items not provided by PPT to Covered Equipment; maintenance or repair required caused by misuse, abuse or neglect, or other loss or damage from causes external to the equipment; reconditioning or factory refurbishment of equipment when normal repair and parts replacement cannot keep the equipment in satisfactory operating condition as determined by PPT; software or firmware service (including upgrades and patches) or any repair of any equipment failure caused by inappropriate software or firmware programming, system software or application software support; system engineering services, programming, and operating procedures; and maintenance or other services on equipment other than Covered Equipment. Excluded services noted above may be performed by Switchshop or PPT under a separate service agreement or, at the sole discretion of Switchshop or PPT (as applicable), on a time and materials basis (which may include travel).

4. **CONFIDENTIALITY**

- 4.1 Each Party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and which have been disclosed by one Party (the “**Disclosing Party**”) to the other (the “**Receiving Party**”), its employees, agents and/or sub-contractors and any other confidential information concerning the Disclosing Party’s business, products or services which the Receiving Party may obtain as a result of such disclosure (“**Confidential Information**”). Each Party shall restrict disclosure of such Confidential Information to such of the Receiving Party’s employees, agents and/or sub-contractors as may need to know the same for the purposes of this Contract, and shall ensure that its employees, agents and/or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the parties to this Contract. The Receiving Party shall be liable for any breach of the obligations in this Contract by any of its employees, agents and/or sub-contractors..
- 4.2 The obligations of confidentiality in paragraph 4.1 shall not apply to any information which: (a) was lawfully in the possession of the Receiving Party prior to its disclosure by the Disclosing Party; (b) is already public knowledge or becomes so at a future

date (other than as a result of a breach by the Receiving Party of this Contract); (c) comes into the Receiving Party’s knowledge from a third party who lawfully possesses such information and such disclosure is not in breach of a duty of confidence; (d) is required to be disclosed pursuant to any statute, regulation, applicable stock exchange rule, ordinance or order of a court of competent jurisdiction (subject to the Receiving Party, where reasonably practicable, giving the Disclosing Party not less than two Working Days written notice thereof); or, (e) independently developed by the Receiving Party without access to or knowledge or use of the Confidential Information.

5. **DATA PROTECTION**

- 5.1 The Data Protection Act 2018 shall be defined herein as the “**DPA**”. “**Data Controller**”, “**Data Processor**”, “**Personal Data**”, “**Process**”, shall have the meanings ascribed to them by the DPA.
- 5.2 In respect of the parties’ rights and obligations under this Contract regarding the Personal Data, the parties hereby acknowledge and agree that the Customer is the Data Controller and Switchshop is the Data Processor and accordingly Switchshop agrees that it shall Process all Personal Data in accordance with its obligations pursuant to this paragraphs 5.2 and 5.3. Notwithstanding any other provision in this Contract to the contrary, in relation to the PPT Services the Customer:
 - 5.2.1 will comply with the DPA at all times;
 - 5.2.2 will, as between the parties, have sole responsibility for the accuracy and quality of the Personal Data and the means by which the Customer acquired the Personal Data;
 - 5.2.3 shall ensure that it has all rights, consents and authority to permit Switchshop to lawfully Process such Personal Data;
 - 5.2.4 agrees that it is responsible for implementing its own policies and decisions in relation to its compliance with DPA and for ensuring that those policies are in compliance with DPA;
 - 5.2.5 agrees that Switchshop is not providing any advice to the Customer as to the Customer’s compliance with the DPA;
 - 5.2.6 agrees that Switchshop will not in respect of each instance be in breach of this Contract nor will Switchshop be in any other way liable to the Customer for and/or be responsible to the Customer for any consequences arising from Processing Personal Data where Switchshop has done so in accordance with the Customer instructions relating thereto;
 - 5.2.7 agrees that the Customer policies in relation to its compliance with the DPA must be reasonable; and
 - 5.2.8 agrees to undertake a proper review of the PPT Services and the associated the Customer policies and/or instructions

reflected within the PPT Services in relation to compliance with the DPA prior to putting the PPT Services into operational use and the Customer agrees not to put the PPT Services into operational use where such a review identifies any material risk of non-compliance with the DPA. The Customer agrees to keep the PPT Services subject to such review on an ongoing basis and in particular will undertake such reviews prior to deploying any changes made to the PPT Services by the Customer and/or Switchshop and the Customer agrees not to put any such changes into operational use where such a review identifies any material risk material in relation to data security measures and/or to applicable data protection laws; and

5.2.9 grants a general authorisation to Switchshop to appoint third party service providers as sub-processors to support the performance of the PPT Services.

5.3 Notwithstanding any other provision in this Contract to the contrary the Customer agrees that in Processing Personal Data that Switchshop's obligations in this Contract are as follows:

5.3.1 Switchshop shall only Process the Personal Data in order to provide the PPT Services and shall act only in accordance with this Contract and the Customer's written instructions issued from time to time;

5.3.2 Switchshop shall as soon as reasonably practicable upon becoming aware, inform the Customer if, in Switchshop's opinion, any instructions provided by the Customer infringe the DPA;

5.3.3 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Switchshop shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed pursuant to this Contract;

5.3.4 Switchshop shall take reasonable steps to ensure the reliability of any of its staff who will have access to the Personal Data and ensure that anyone who accesses it shall respect and maintain all due confidentiality;

5.3.5 Switchshop shall without undue delay after becoming aware, notify the Customer of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or

otherwise Processed under this Contract ("Personal Data Breach");

5.3.6 Switchshop shall as soon as reasonably practicable following, and in any event within sixty (60) days of, termination or expiry of this Contract or completion of the PPT Services, Switchshop will delete or return to the Customer (at the Customer's direction) all Personal Data (including copies thereof) Processed pursuant to this Contract;

5.3.7 Switchshop shall provide such assistance as the Customer reasonably requests (taking into account the nature of Processing and the information available to Switchshop) to the Customer in relation to the Customer's obligations under the DPA with respect to: (a) responding to requests from any data subject seeking to exercise its rights under the DPA; (b) data protection impact assessments (as such term is defined in the DPA); (c) notifications to the supervisory authority under the DPA and/or communications to data subjects by the Customer in response to any Personal Data Breach; and (d) the Customer's compliance with its obligations under the DPA with respect to the security of Processing; provided that in relation to the foregoing the Customer shall pay Switchshop's charges for providing such assistance at Switchshop's then current standard professional services rates.

5.4 Switchshop shall not cause or permit any Personal Data to be transferred or Processed outside the United Kingdom and/or European Union without first seeking the instructions of the Customer or the End User (where relevant).

5.5 Except as expressly stated therein, the parties to this Contract do not intend that any term of this Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it provided that PPT may enforce rights expressed to be granted in its favour under the Contract.

5.6 Unless agreed otherwise in writing, the Customer shall reimburse Switchshop on demand on a full indemnity basis for all costs, compensation payments, tribunal awards, expenses and charges arising from any claim, demand or action made by any of the Customer or, where relevant, the End User's employees or ex-employees or any trade union or staff association which represents the Customer or the End User's employees or ex-employees (or, in any case where the Customer has outsourced services which are the same as or similar to the PPT Services, the employees or ex-employees of such third party service provider or any trade union or staff association representing those employees) on the grounds that the provision and/or cessation of the PPT Services constitutes a relevant transfer or the transfer of an undertaking for the purposes of TUPE (where TUPE means any applicable laws (including regulations) giving effect

to Directive 95/46/EC of the European Parliament from time to time including without limitation the UK's including, without limitation, the Transfer of Undertakings (Protection of Employment Regulations 2006).

5.7 The Customer acknowledges that no contract exists between PPT and the Customer or the End User nor between Switchshop and the End User and that all warranty and other claims shall be made by the Customer against Switchshop.

6. **UPDATES**

Switchshop may update this Deliverable Schedule from time to time on providing reasonable notice to the Customer. The Customer or End User's continued use of the PPT Services following receipt of such notice shall constitute deemed acceptance of this Deliverable Schedule as updated.