

# MASTER PURCHASE AND SERVICES AGREEMENT

*Point-of-Sale (POS) Systems, Hardware, Software, Managed Services, Rentals & Related Services*

Last Updated: May 6, 2026

This Master Purchase and Services Agreement (the “Master Agreement” or “Agreement”) is entered into as of the Effective Date set forth below by and between:

**Provider:**

Armagh Cash Register Limited  
operating as Armagh POS Solutions  
180 Dundurn Street South, Hamilton, Ontario, Canada L8P 4K3  
(“Provider”, “Armagh”, “we”, “us”, or “our”)

**Customer:**

[Customer Legal Name]  
operating as [Customer Operating As Name]  
[Customer Address, City, Province, Postal Code]  
(“Customer”, “you”, or “your”)

**Effective Date:** [Insert Date, e.g., MM/DD/YYYY, or the date of Customer’s acceptance of the first applicable Quote or execution of the first Sales Order under this Master Agreement]

## 1. Introduction and Purpose

This Master Agreement defines the general terms and conditions under which Provider will sell, license, deliver, implement, support, and provide ongoing services for Point-of-Sale (POS) systems, hardware, software, peripherals, managed services, rentals (including Software as a Service (“SaaS”) and POS as a Service (“PaaS”)), cloud backup, remote monitoring and management (“RMM”), network services, extended warranties, and related professional services (collectively, the “Products and Services”) to Customer.

This Master Agreement is intended to be read in conjunction with, and incorporates by reference, Provider’s current Service Level Agreement (“SLA”), Warranty Agreement, Cloud Backup Services Agreement, Remote Monitoring and Management Services Agreement, Network Services Agreement, and Privacy Policy (collectively, the “Referenced Agreements”), all of which are available at [www.armaghpos.com/legal](http://www.armaghpos.com/legal) or upon request. In the event of any conflict between this Master Agreement and a Referenced Agreement, the terms of the Referenced Agreement shall control with respect to the specific subject matter addressed therein, unless this Master Agreement expressly provides otherwise for a particular topic.

This Master Agreement, together with any Quote, Quotation, Sales Order, Service Order, or other ordering document accepted by Customer (each, a “Quote” or “Sales Order”), and the applicable Referenced Agreements and any Underlying Vendor Agreements (as defined below), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, representations, warranties, and agreements (whether written or oral).

The goal of this Master Agreement is to provide a clear, consistent contractual framework that protects both parties, ensures transparent expectations for retail, grocery, restaurant, and hospitality operations, and facilitates efficient delivery of high-quality POS solutions while allocating risks appropriately.

## 2. Definitions

For purposes of this Master Agreement, capitalized terms have the meanings set forth below. Capitalized terms not defined herein shall have the meanings ascribed to them in the applicable Referenced Agreement or Underlying Vendor Agreement.

**“Traditional Resale” or “Outright Purchase”** means the sale by Provider to Customer of hardware, software licenses, peripherals, and/or implementation services on a one-time or project basis, where Customer pays an initial purchase price (cash, cheque, credit card, or financed via a third-party equipment lease such as Equilease) and, upon full payment (or as otherwise agreed), obtains ownership or possession of the hardware and a license to use the software, subject to the applicable EULA and any lease terms if financed.

**“Managed Service”, “Rental”, “SaaS”, or “PaaS”** means hardware, software, payment processing, and/or related services provided to Customer under a monthly recurring subscription, rental, or service agreement (including but not limited to offerings from Square/Block, Skytab/Shift4, Genius/Global Payments, or other vendors), where ownership of hardware typically remains with the vendor or Provider, fees are billed monthly (usually directly by the vendor to Customer’s bank account via pre-authorized payment), and Provider receives a commission or referral fee from the vendor for the life of the contract. These arrangements are governed primarily by the applicable Underlying Vendor Agreement.

**“Underlying Vendor Agreement”** means any merchant agreement, terms of service, EULA, rental agreement, SaaS/PaaS agreement, payment processing agreement, or similar contract entered into directly between Customer and a third-party vendor (e.g., Square/Block, Shift4/Skytab, Global Payments/Genius, ECR Software, Toshiba, HP, Equilease, Acronis, Connectwise, or other licensors, manufacturers, or service providers), which governs the provision, licensing, support, warranty, uptime, data security, fees, and other terms of the rented, subscribed, or licensed Products and Services.

**“EULA”** means any End User License Agreement, software license terms, or terms of use applicable to software (whether on-premises, cloud-hosted, or SaaS/PaaS) provided by the software licensor or vendor.

**“Quote” or “Sales Order”** means any quotation, proposal, sales order, service order, or other document issued by Provider and accepted by Customer (by signature, email confirmation, issuance of a purchase order referencing it, or commencement of performance) that describes specific Products and Services, pricing, quantities, and any custom terms.

**“Referenced Agreements”** means Provider’s SLA, Warranty Agreement, Cloud Backup Services Agreement, Remote Monitoring and Management Services Agreement, Network Services Agreement, and Privacy Policy, as amended from time to time, available at [www.armaghpos.com/legal](http://www.armaghpos.com/legal).

**“Force Majeure”** has the meaning set forth in the SLA.

## 3. Scope and Models of Purchase and Service

Provider offers Products and Services under two primary commercial models. The specific model applicable to any transaction is identified in the applicable Quote or Sales Order. Customer acknowledges that the rights, obligations, warranties, support levels, ownership, billing, and liability differ materially between the models, as described below and in the Referenced Agreements.

### 3.1 Traditional Sale (Outright Purchase) Model

Under the Traditional Sale model:

- Provider sells hardware (e.g., Toshiba or HP POS terminals), software licenses (e.g., Catapult Retail POS from ECR Software), peripherals, installation, configuration, training, and related services to Customer.
- Customer pays an initial deposit or purchase price as set forth in the Quote. Payment may be made by cash, cheque, credit card, wire transfer, or, at Provider's option and subject to separate approval, financed through a third-party equipment leasing company (e.g., Equilease). If financed, Customer enters into a separate lease agreement directly with the lessor; Provider is not a party to any lease and makes no representations regarding lease terms, rates, or approval.
- Upon full payment (or as otherwise agreed in writing), title to hardware passes to Customer, and Customer receives a non-exclusive, non-transferable license to use the software subject to the applicable EULA.
- Hardware and installation workmanship are covered by Provider's standard one-year Warranty Agreement (extendable by purchase of Extended Warranty). Software support, maintenance, cloud backup (if subscribed), RMM (if subscribed), and network support (if subscribed) are provided in accordance with the applicable Referenced Agreements and the specific Quote.
- Monthly recurring fees for the Managed Services are typically billed directly by the Provider to Customer's designated bank account via pre-authorized payment (PAP) or similar method.
- On-site service is available within Provider's standard service radius (2.5 hours from Hamilton, Ontario) as set forth in the Warranty Agreement and SLA.

### 3.2 Managed Service / Rental / SaaS / PaaS Model

Under the Managed Service / Rental / SaaS / PaaS model (collectively, "Managed Services"):

- Provider acts solely as a facilitator, authorized sales representative, and ongoing local support and service contact for third-party vendor offerings. Provider introduces Customer to, and assists with the onboarding for, SaaS, PaaS, rental, or subscription-based POS, payment processing, hardware rental, and related services offered by vendors such as Square/Block, Skytab/Shift4, Genius/Global Payments, or other payment processors and technology partners.
- Customer must directly review, accept, and execute (electronically or otherwise) the applicable Underlying Vendor Agreement(s) with the vendor before Provider can complete activation, configuration, or delivery of the Managed Services. The Underlying Vendor Agreement governs all aspects of the rented hardware, software, payment processing, uptime, warranties (if any), data handling, fees, term, termination, support (beyond what Provider provides locally), and liability.
- Monthly recurring fees for the Managed Services are typically billed directly by the vendor to Customer's designated bank account via pre-authorized payment (PAP) or similar method. Provider does not invoice or collect these fees directly from Customer for

the core rental/subscription components (though Provider may invoice separately for any local configuration, training, or support services outside the vendor bundle).

- Provider receives a commission or ongoing referral/service fee from the vendor for the lifetime of the Customer's contract with the vendor, in consideration for sales, onboarding assistance, and local support and/or included onsite warranty services provided by Provider.
- Hardware provided under Managed Services (rental or PaaS) typically remains the property of the vendor or is subject to the vendor's rental/lease terms. Customer has no ownership interest unless and until any purchase option (if offered by the vendor) is exercised.
- Local support, training, configuration assistance, and troubleshooting for the Managed Services are provided by Provider in accordance with the SLA and any specific scope set forth in the Quote, subject to the limitations in the Underlying Vendor Agreement.
- **Important:** Provider makes no warranties, representations, or guarantees regarding the performance, uptime, data security, functionality, or suitability of any Managed Service, hardware, or software provided under an Underlying Vendor Agreement. All such matters are governed exclusively by the terms of the Underlying Vendor Agreement between Customer and the vendor. Provider's role is limited to facilitation and local support within the scope of its commission arrangement with the vendor.

## 4. Underlying Vendor Agreements and Superseding Terms

**Customer Acknowledgment and Agreement.** For all Managed Services, SaaS, PaaS, rentals, payment processing, and any software or hardware provided under an Underlying Vendor Agreement, Customer expressly acknowledges and agrees that:

- The applicable Underlying Vendor Agreement(s) (including any EULA, terms of service, merchant agreement, or rental agreement) constitute a separate, direct contractual relationship between Customer and the vendor.
- Provider is not a party to any Underlying Vendor Agreement and has no authority to modify, waive, or negotiate its terms on behalf of the vendor.
- In the event of any conflict or inconsistency between this Master Agreement (or any Referenced Agreement) and an Underlying Vendor Agreement with respect to the Managed Services or the subject matter thereof, the terms of the Underlying Vendor Agreement shall control and supersede the conflicting terms.
- Customer is solely responsible for carefully reviewing, understanding, and accepting all terms of the applicable Underlying Vendor Agreement(s) prior to signing or electronically accepting any Quote or Sales Order for Managed Services. Provider strongly recommends that Customer consult legal counsel if needed before accepting vendor terms.
- By accepting a Quote or Sales Order for Managed Services, Customer confirms that it has reviewed and accepted (or will promptly review and accept) the applicable Underlying Vendor Agreement(s) and agrees to be bound by all terms thereof.
- Provider shall have no liability whatsoever for any acts, omissions, performance failures, data breaches, downtime, billing disputes, termination, or any other matter arising out of or related to any Underlying Vendor Agreement or the vendor's products, services, or conduct. Customer agrees to look solely to the applicable vendor for all remedies, warranties, and performance obligations related to Managed Services.

## 5. Quotes, Sales Orders, and Contract Formation

*Armagh POS Solutions — Remarkable POS solutions for retail, grocery & hospitality since 1979.*

**CONFIDENTIAL**

Each Quote or Sales Order issued by Provider constitutes an offer to provide the described Products and Services subject to the terms of this Master Agreement, the applicable Referenced Agreements, and (for Managed Services) the applicable Underlying Vendor Agreement(s). Customer's acceptance of a Quote or Sales Order—whether by signing and returning it, sending written or email confirmation, issuing a purchase order that references the Quote, making a deposit or payment, or permitting Provider to commence work—constitutes full acceptance of this Master Agreement and binds Customer to all terms herein and in the accepted Quote or Sales Order.

Provider reserves the right to accept or reject any Quote or Sales Order in its sole discretion. No binding contract exists until Provider has accepted the order (by written confirmation, commencement of performance, or delivery) or Customer has accepted a Quote that has been countersigned by Provider.

Quotes are valid for the period stated therein (or 30 days if not stated). Prices, availability, and terms are subject to change prior to acceptance. Taxes, shipping, and any applicable environmental or regulatory fees are extra unless expressly included in the Quote.

## 6. Software End User License Agreements (EULAs)

All software provided under this Master Agreement, whether on-premises, cloud-hosted, SaaS, or PaaS (including but not limited to Catapult Retail POS, vendor-provided POS software, operating systems, firmware, backup software, RMM agents, and any other software), is licensed to Customer solely under the terms of the applicable EULA from the software licensor or vendor. By installing, accessing, copying, or using any such software, Customer agrees to be bound by and comply with all terms and conditions of the applicable EULA. Provider is not the licensor of any third-party software and makes no representations or warranties regarding the EULA terms, which Customer is responsible for reviewing. In the event of any conflict between this Master Agreement and an EULA, the EULA shall control with respect to the licensed software.

## 7. Payment, Fees, and Billing

Payment terms for Traditional Resale purchases are as set forth in the applicable Quote or Sales Order (typically due on delivery or as otherwise agreed). For Managed Services stemming from Underlying Vendor Agreements, recurring fees are billed and collected by the vendor in accordance with the Underlying Vendor Agreement. Provider may invoice separately for any products, services, configuration, upgrades, training, or support not included in the vendor bundle or Referenced Agreements, or as described in Section 3.1.

Late payments are subject to interest and collection fees as permitted by applicable law and the Underlying Agreement. Provider reserves the right to suspend or terminate services, support, warranties, and access for non-payment after reasonable notice and cure period.

Prices may be adjusted by Provider upon renewal or with reasonable advance notice for material changes in scope, costs, or vendor pricing; such changes will be documented in a revised Quote, Sales Order, Letter, or Email and apply prospectively.

**Returns and Restocking Policy.** Customer acknowledges that the Products (including Hardware and peripherals) are typically procured, configured, or customized specifically for

Customer's projects and frequently have limited or no readily available resale market or value. Accordingly, the following policy applies to all returns:

**(a) Authorization Required.** All returns must be pre-authorized in writing by Provider through the issuance of a Return Merchandise Authorization (RMA) number. Unauthorized returns will be refused and returned to Customer at Customer's sole expense.

**(b) Eligible Returns.** Only Products that are new, unused, unopened, and in original factory packaging and condition may be eligible for return, and only if received by Provider within thirty (30) days of original delivery (or such shorter period as may be stated in the applicable Sales Order or quotation).

**(c) Restocking Fee.** A restocking fee equal to thirty percent (30%) of the original invoiced price of the returned Products will be deducted from any refund or credit issued.

**(d) Non-Refundable and Non-Returnable Items.** The following are strictly non-refundable and non-returnable under any circumstances: (i) All Software (including CATAPULT® licenses and any third-party, subscription, or complimentary software, whether or not activated, downloaded, or installed); (ii) Consumables and supplies (including but not limited to receipt paper, ribbons, ink cartridges, cleaning kits, and similar items); (iii) Any labour, installation, configuration, training, project management, or other professional services already performed or scheduled; (iv) Custom, modified, or special-order items; and (v) Products that have been opened, used, damaged, or altered in any way.

**(e) Inspection.** Provider reserves the right to inspect all returned Products upon receipt. If any item is not in new, unopened, and resalable condition, Provider may reject the return or assess additional fees.

**(f) Refund Process.** Approved refunds or credits (less applicable restocking fees and non-refundable amounts) will be issued within thirty (30) days after Provider's receipt and acceptance of the returned Products in satisfactory condition.

**(g) No Obligation.** Provider has no obligation to accept returns outside the applicable return window or for Products that do not meet the conditions set forth in this policy. Deposits and down payments remain subject to the non-refundable provisions elsewhere in this Agreement.

## 8. PCI Compliance and Data Security

**Customer Sole Responsibility.** Customer acknowledges and agrees that:

- Compliance with the Payment Card Industry Data Security Standards ("PCI DSS"), all applicable card brand rules, and all federal, provincial, and local laws regarding the protection, storage, transmission, and disposal of cardholder data and personal information is solely and exclusively the responsibility of Customer as the merchant of record.
- Provider may provide guidance, recommended configurations, secure deployment practices, and tools (such as RMM with endpoint protection or compliant network hardware) to assist Customer in achieving and maintaining a PCI-compliant environment. However, Provider does not and cannot guarantee Customer's ongoing PCI compliance, the security of Customer's network or systems, or protection against data breaches, malware, ransomware, unauthorized access, or any other security incident.
- Customer is solely responsible for: (a) maintaining secure configurations of all POS terminals, servers, networks, firewalls, and wireless access points; (b) conducting

regular vulnerability scans, penetration testing, and security assessments as required by PCI DSS or applicable law; (c) implementing and enforcing strong access controls, password policies, and user permission settings; (d) training all staff on security and PCI requirements; (e) promptly installing all recommended security patches and updates; (f) maintaining comprehensive logs and audit trails; and (g) engaging qualified third-party assessors (QSAs) or approved scanning vendors (ASVs) as required.

- Provider shall have no liability for any fines, penalties, assessments, chargebacks, remediation costs, legal fees, reputational harm, lost business, or any other damages, claims, or liabilities arising out of or related to Customer's failure to achieve or maintain PCI compliance, any data breach, security incident, or any non-compliance with applicable privacy or data security laws (including PIPEDA).
- Customer agrees to indemnify, defend, and hold Provider harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Customer's PCI compliance obligations, data security practices, or any security incident affecting Customer's systems or data.

## 9. Customer Responsibilities and Acknowledgments

In addition to the Customer Responsibilities set forth in Section 7 of the SLA, Section 9 of the Warranty Agreement, and the corresponding sections of the other Referenced Agreements (all of which are incorporated herein by reference), Customer agrees to the following:

### 9.1 Review and Verification of All Configurations and Settings

**Critical Acknowledgment.** Customer expressly acknowledges and agrees that:

- Armagh representatives, Customer's own staff or management, third-party service providers, or any other party may from time to time configure, modify, or implement various settings and parameters in the POS system and related software/hardware. This includes, without limitation: security and access control settings and permissions; user roles, accounts, and authentication methods; pricing structures, item costs, and margin calculations; discount, promotion, and loyalty program rules; tax rates, tax jurisdictions, and tax calculation methods; receipt formats, tender types, and integration settings; inventory parameters, reorder points, and supplier configurations; operational procedures, workflows, and reporting parameters; and any other configurable elements of the system.
- **Regardless of who implements, recommends, or assists with any configuration, setting, or procedural change—including configurations implemented by Provider's technicians during installation, support visits, remote sessions, or training—Customer is solely and ultimately responsible for thoroughly reviewing, verifying, testing, approving, and documenting all such configurations, settings, and procedures.**
- Customer must ensure that all configurations accurately reflect its business requirements, comply with all applicable federal, provincial, and municipal laws (including tax laws, consumer protection laws, and employment standards), maintain the security and integrity of the system and data, and do not create operational, financial, legal, or compliance risks.
- Provider shall have no liability for any errors, omissions, inaccuracies, discrepancies, financial losses, tax issues, operational disruptions, data corruption, security vulnerabilities, or any other issues, claims, or damages arising out of or related to any

configurations, settings, procedures, or changes implemented or modified by any party (including Provider), except to the extent caused by Provider's gross negligence or willful misconduct.

- Customer agrees to maintain complete records of all configurations and changes and to conduct periodic internal audits and reviews to verify ongoing accuracy and compliance.

## 9.2 Data Backup, Security, and General Responsibilities

Customer is solely responsible for maintaining complete, current, and tested backups of all critical data, configurations, and software. Provider is not responsible for data loss except to the extent caused by Provider's gross negligence or willful misconduct. Customer must ensure stable power, network connectivity, compatible hardware/environment, and prompt installation of recommended updates. Customer must designate knowledgeable primary and backup contacts authorized to request support and make decisions.

## 9.3 Customer Training and Competent Use

**Critical Acknowledgment.** Customer acknowledges and agrees that the successful and proper operation of the Products and Services requires adequate knowledge and training. Customer is solely responsible for: (i) ensuring that it and all of its employees, managers, agents, and contractors receive sufficient training on the proper use and operation of the POS system, software, hardware, and Services; (ii) maintaining current knowledge of system features, procedures, security best practices, and updates; and (iii) providing ongoing training and supervision to its staff.

Any training, guidance, or recommendations provided by Provider (whether during onboarding, support calls, remote sessions, or otherwise) is offered as a courtesy only and does not relieve Customer of these responsibilities. Customer further agrees that it shall promptly review, implement, and follow all reasonable recommendations, solutions, security measures, updates, patches, configuration changes, or other advice provided by Provider.

Provider shall have no liability whatsoever for any loss, damage, error, downtime, data issues, security incidents, operational problems, or other consequences arising from or related to: (a) Customer's or its personnel's lack of knowledge, inadequate training, inability, misuse, abuse, or improper operation of the Products or Services; or (b) Customer's failure to timely implement or follow any recommendations, solutions, or advice provided by Provider.

## 9.4 Information Security and Compliance

**Critical Security Obligations.** In addition to the obligations set forth in Section 8 (PCI Compliance and Data Security) and Section 9.1, Customer agrees to, and represents that it must, at all times during the Term:

- Actively use and deploy the latest version of all Software provided under this Agreement and promptly install all Updates, security patches, and recommended configurations upon receipt.
- Exclusively use and deploy payment card authorization, encryption, and network security systems meeting or exceeding the standards and recommendations set forth in Provider's then-current Service Level Agreement or security guidelines (including point-to-point encryption (P2PE) or end-to-end encryption (E2EE) where applicable).
- Immediately review, approve, change, and disable any default, generic, temporary, or shared authentication credentials (including usernames, passwords, and API keys) on

any networking equipment, hardware, systems, or configurations provided, installed, or assisted by Provider.

- Comply with all applicable federal, provincial, and local Privacy and Security Laws (including any requirements relating to biometric data, employee data, or customer personal information) in the jurisdictions where Customer does business.
- Maintain reasonable and appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of all data processed or stored through the System.

Provider shall have no liability for any claims, losses, damages, fines, or expenses arising from or related to Customer's failure to comply with the obligations in this Section 9.4. Customer agrees to indemnify, defend, and hold Provider harmless from and against any such claims to the extent caused by such non-compliance.

## 10. Provider Responsibilities

Provider commits to: (a) employing qualified, trained technical staff with knowledge of the supported POS systems and network solutions; (b) using commercially reasonable efforts to meet the service levels set forth in the applicable Referenced Agreements and Quotes; (c) maintaining the security of any hosted or remote access components under its control and complying with applicable PCI-DSS requirements for environments under its direct control; (d) protecting Customer's confidential information in accordance with the Privacy Policy and applicable Canadian privacy laws (including PIPEDA); and (e) providing advance notice of scheduled maintenance and major system changes where practicable.

Provider's obligations are limited to the scope expressly set forth in the applicable Quote, Sales Order, Referenced Agreements, and (for Managed Services) the facilitation and local support described herein. Provider does not control and has no responsibility for third-party vendor performance, Underlying Vendor Agreements, EULAs, internet connectivity, Customer's network/hardware beyond what is expressly covered, Force Majeure events, or any matters outside its reasonable control.

## 11. Indemnification and Hold Harmless

**11.1 Customer Indemnification.** Customer shall indemnify, defend, and hold harmless Provider and its affiliates, officers, directors, employees, agents, successors, and assigns from and against any and all claims, demands, actions, suits, proceedings, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and disbursements) arising out of or related to: (a) Customer's use, misuse, or inability to use the Products and Services; (b) any breach of this Master Agreement, any Referenced Agreement, any Underlying Vendor Agreement, or any EULA by Customer or its personnel; (c) any negligence, willful misconduct, or fraud by Customer or its personnel; (d) any claims by third parties (including customers, employees, or regulators) related to Customer's data, transactions, receipts, pricing, tax calculations, security, or configurations; (e) any failure by Customer to maintain PCI DSS compliance, adequate data security, or compliance with applicable laws; (f) any configurations, settings, or procedures implemented or approved by Customer or its designees; or (g) any claim that Customer's data or use of the Products and Services infringes the rights of any third party.

**11.2 Hold Harmless for Vendors and Suppliers.** Customer agrees that all vendors, suppliers, licensors, manufacturers, and service providers of hardware, software, payment processing,

cloud services, RMM platforms, and other components of the Products and Services (and their respective affiliates, officers, directors, employees, and agents) are intended third-party beneficiaries of this Master Agreement with respect to the limitation of liability, disclaimer of warranties, and indemnification/harmless provisions. Customer agrees to hold all such vendors and suppliers harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or related to the Products and Services, the Underlying Vendor Agreements, or this Master Agreement, except to the extent such claims arise from the vendor's gross negligence or willful misconduct as determined by a final non-appealable judgment. Customer agrees not to assert any claims directly against such vendors or suppliers for matters that are subject to an Underlying Vendor Agreement or EULA, and to look solely to the applicable vendor for remedies thereunder.

**11.3 Provider Indemnification.** Provider shall indemnify, defend, and hold harmless Customer from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Provider's gross negligence or willful misconduct in the performance of services under this Master Agreement; or (b) any claim that the hardware or software provided by Provider under the Traditional Resale model (and not under a Managed Service or Underlying Vendor Agreement) infringes the intellectual property rights of a third party. Provider's total liability under this indemnification obligation shall not exceed the total fees paid by Customer to Provider for the specific Products and Services giving rise to the claim during the twelve (12) months preceding the claim.

## 12. Limitation of Liability and Disclaimers

**12.1 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, THE REFERENCED AGREEMENTS, OR ANY APPLICABLE UNDERLYING VENDOR AGREEMENT OR EULA, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR MEET CUSTOMER'S SPECIFIC REQUIREMENTS. PROVIDER DOES NOT WARRANT THE PERFORMANCE, UPTIME, DATA SECURITY, OR SUITABILITY OF ANY MANAGED SERVICE, SAAS, PAAS, OR PRODUCTS GOVERNED BY AN UNDERLYING VENDOR AGREEMENT.

**12.2 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT, ANY QUOTE, ANY REFERENCED AGREEMENT, OR THE PRODUCTS AND SERVICES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PROVIDER FOR THE SPECIFIC PRODUCTS AND SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. FOR MANAGED SERVICES, PROVIDER'S LIABILITY IS FURTHER LIMITED TO THE COMMISSION OR FEES ACTUALLY RECEIVED BY PROVIDER FROM THE VENDOR ATTRIBUTABLE TO CUSTOMER DURING SUCH PERIOD.

**12.3 Exclusion of Consequential and Other Damages.** IN NO EVENT SHALL PROVIDER, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, OR VENDORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES, INCLUDING BUT

NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOST DATA, DATA CORRUPTION, BUSINESS INTERRUPTION, COST OF COVER, OR ANY OTHER SIMILAR DAMAGES, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSIONS AND LIMITATIONS APPLY WHETHER OR NOT ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**12.4 Essential Basis.** Customer acknowledges that the limitations and exclusions in this Section 12 are an essential basis of the bargain between the parties and that Provider would not enter into this Master Agreement or provide the Products and Services without such limitations.

## 13. Term and Termination

This Master Agreement commences on the Effective Date and continues in effect until terminated by either party upon thirty (30) days' prior written notice to the other party, or immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice thereof (or such longer cure period as may be provided in the applicable Referenced Agreement or Underlying Vendor Agreement).

Termination or expiration of this Master Agreement shall not affect: (a) any Quote or Sales Order then in effect, which shall continue according to its own terms; (b) any accrued rights or obligations; (c) any Underlying Vendor Agreement, which remains in effect between Customer and the vendor; or (d) the survival of Sections 8, 9, 11, 12, 14, 15, and any other provisions that by their nature should survive.

Upon termination, Provider will cease providing services under any affected Quotes, and Customer remains responsible for all accrued but unpaid fees. For Managed Services, termination of this Master Agreement does not terminate the Underlying Vendor Agreement; Customer must terminate directly with the vendor in accordance with its terms.

## 14. Governing Law and Dispute Resolution

This Master Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles. Any dispute arising out of or relating to this Master Agreement, any Quote, or the Products and Services shall be resolved exclusively in the courts of the Province of Ontario sitting in the City of Hamilton or Toronto, and each party irrevocably attorns to the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

## 15. General Provisions

**Entire Agreement.** This Master Agreement, together with all accepted Quotes, Sales Orders, the Referenced Agreements, and any applicable Underlying Vendor Agreements and EULAs, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings (whether written or oral).

**Amendments.** No modification, amendment, or waiver of any provision of this Master Agreement shall be valid unless in writing and signed by authorized representatives of both parties. Provider reserves the right to update the Referenced Agreements from time to time; material changes will be communicated with reasonable notice and apply prospectively to new Quotes and renewals. Without limiting the foregoing, any changes to this Master Agreement or the Referenced Agreements that are announced via Customer's account portal or email to the designated Account Contact (or Legal Contact, if provided) and of which Customer continues to place orders or use the Products or Services fifteen (15) days after such notice shall be deemed accepted by Customer.

**15.3 Non-Disparagement.** The Parties covenant and agree that their officers, directors, principals, shareholders, current management personnel, and permitted assignees will protect the good name and reputation of the other Party and will refrain from making (including anonymously or indirectly) any negative, demeaning, or disparaging remarks about the other Party, its products, services, personnel, or business practices in any communication, including on any website, social media platform, review site, or other public forum. This obligation applies during the Term and for two (2) years thereafter, including during or after any dispute. In the event of a violation, the breaching Party shall, at its sole expense, promptly retract and remove such remarks from the public domain and shall indemnify the other Party for all reasonable costs and attorneys' fees incurred in connection with effecting such removal.

**15.4 Attorney's Fees.** In any litigation, arbitration, mediation, or other formal dispute resolution proceeding arising out of or relating to this Agreement (including pre-suit settlement efforts, appeals, and post-judgment collection), the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs, expert witness fees, and other expenses from the other Party.

**Severability.** If any provision of this Master Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

**Assignment.** Neither party may assign this Master Agreement or any rights or obligations hereunder without the prior written consent of the other party, except that Provider may assign to an affiliate or successor in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets, and may subcontract performance of services to qualified third parties (while remaining responsible for their performance).

**Notices.** All notices under this Master Agreement shall be in writing and delivered by hand, courier, registered mail, or email (with read receipt or confirmation of delivery) to the addresses set forth above or such other address as a party may designate in writing. Notices are effective upon receipt or, if sent by email, upon confirmation of delivery.

**Waiver.** No failure or delay by either party in exercising any right under this Master Agreement shall constitute a waiver of that right. Any waiver must be in writing and signed by the waiving party.

**Relationship of Parties.** The parties are independent contractors. Nothing in this Master Agreement creates a partnership, joint venture, agency, or employment relationship. Neither party has authority to bind the other or to incur any obligation on the other's behalf.

**Force Majeure.** Neither party shall be liable for any failure or delay in performance due to Force Majeure events, as defined in the SLA.

**Counterparts and Electronic Signatures.** This Master Agreement and any Quote or Sales Order may be executed in counterparts (including electronic or digital signatures), each of which

shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures (including DocuSign, Adobe Sign, Order Porter, or similar) are expressly authorized and shall have the same legal effect as original ink signatures.

**Export and Compliance.** Customer agrees to comply with all applicable Canadian and international export control, sanctions, and anti-corruption laws in its use of the Products and Services.

**IN WITNESS WHEREOF, the parties have executed this Master Purchase and Services Agreement as of the Effective Date first written above.**

**PROVIDER:**

Armagh Cash Register Limited  
o/a Armagh POS Solutions

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CUSTOMER:**

[Customer Legal Name]  
o/a [Customer Operating As Name]

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

— *End of Master Purchase and Services Agreement* —

*Armagh POS Solutions — Remarkable POS solutions for retail, grocery & hospitality since 1979.*