

1. Definitions

1.1 In these Service Terms the definitions listed below will apply:

“**BER**” means beyond economic repair, where the cost to repair a part or unit is more than 60% of the cost of a replacement part or unit.

“**Chargeable Call**” means a call for Service the cause of which is outside the scope of the Service.

“**Equipment**” means the equipment subject to the Service and includes any software or firmware associated with such equipment.

“**Free Issue Materials**” means certain materials provide to Barron McCann by the Customer free of charge solely for use in relation to the Service, but title in which is retained by the Customer.

“**Hours of Cover**” means the hours during which Barron McCann will provide the Service as set out in this Statement of Work.

“**Obsolete**” means where a particular make and/or model of Equipment is no longer manufactured and/or there is limited or no support from the manufacturer or the manufacturer issues an end of life notice.

“**PCI-DSS**” means the Payment Card Industry Data Security Standards, Payment Application Data Security Standard, and PIN Transaction Security Standards, as published by the PCI Security Standards Council from time to time.

“**PED**” means a device for authorising payments by reading and capturing payment card details and personal identification numbers via a microchip reader and keypad.

“**PIM**” means a P2PE implementation manual, a document issued to the Customer by its payment service provider setting out the controls that the Customer must implement and maintain in order to achieve certification to PCI Security Standards Council's P2PE Requirements standard.

“**Service Call**” means a Site visit to provide Service communicated to Barron McCann by the Customer containing sufficient detail to permit Barron McCann to execute the required Service task.

“**Service Credit**” means an amount of credit in compensation for a failure to achieve the target Service Level.

“**Systemic Failure**” means a 9% or higher failure rate of the same make and model of Equipment then currently subject to the Service within any rolling three (3) month period.

2. Maintenance Service

2.1 The Service provides for the reactive repair and maintenance of the Equipment during the Hours of Cover and as set out in the Statement of Work in response to a request for a Service Call. The Service includes (at Barron McCann's discretion) the supply and fitting of replacement, refurbished or suitable alternative Equipment. Upon replacement of parts (other than parts that are Free Issue Materials) the parts removed shall become the property of Barron McCann.

2.2 Where so specified in the Statement of Work, the Service will also include preventative maintenance for the Equipment. Preventative maintenance consists of a programme of regular inspections of the Equipment as set out in the Statement of Work. A preventative maintenance inspection may comprise the following tasks:

- a. clean and vacuum Equipment;
- b. tidy cabling;
- c. identify faults, damage and health and safety issues with Equipment and agree with the Customer any corrective action to be carried out
- d. other service improvement activities and/or call reduction strategies,

Any remedial work identified by preventative maintenance will be subject to such additional charges and terms as agreed by the Parties from time to time. Preventative maintenance is provided for a separate Charge as set out in the Statement of Work.

- 2.3 Barron McCann shall exercise its independent discretion as to the most appropriate and effective manner of providing the Service.
- 2.4 The Customer at its own expense shall give Barron McCann full access to the Equipment to enable Barron McCann to provide the Service. The Customer shall:
 - a. make available to Barron McCann's engineers appropriate staff who are familiar with the Customer's equipment, the fault and/or symptoms reported, programs and/or applications; and
 - b. provide Barron McCann with a suitable and safe working environment and facilities to enable the performance of its obligations.
- 2.5 Except where specified in the Statement of Work, the Service is provided on the basis that all Equipment is accessible by and in reach of Barron McCann's employees or contractors without the use of or requirement for steps, ladders or any other access tools or equipment (specialist or otherwise).
- 2.6 If the Customer, having given Barron McCann reasonable notice, requires the Service outside the Hours of Cover then Barron McCann shall use reasonable endeavours to provide such Service subject to payment of extra charges.
- 2.7 Where the Equipment purchased by the Customer is covered by a manufacturer's warranty the Customer undertakes to assign or otherwise transfer the benefit of such warranty to Barron McCann throughout the term of this Statement of Work.
- 2.8 Where the Equipment is not supplied or installed by Barron McCann, the Customer warrants that, at the Effective Date, such Equipment is in good repair and fit for purpose.
- 2.9 The Customer may at any time after the Effective Date request that additional equipment whether originally supplied by Barron McCann or otherwise be added to the Service.
- 2.10 Barron McCann reserves the right to inspect and test equipment as set out in paragraphs 2.8 and 2.9 above before agreeing to include it within the Service. Where Barron McCann agrees to add equipment to the Service and respond to requests for Service Calls prior to an acceptance inspection or test, such response does not constitute a waiver of Barron McCann's right to reject the equipment should it subsequently be found to be in a bad state of repair or accepting it for repair would otherwise be to Barron McCann's detriment. In the event that Barron McCann rejects equipment from the Service:
 - a. the Customer shall be advised and Barron McCann shall refund any amounts paid in advance in respect of that item of equipment; or
 - b. the Customer shall at its own cost arrange such work as shall be required to restore the equipment to a serviceable condition to Barron McCann's reasonable satisfaction, including commissioning Barron McCann to do so for such charges and on such terms as the Parties shall agree.
- 2.11 The Parties acknowledge that the actual number and identity of Sites, numbers of Equipment at a particular Site, etc. will change over the term of the Statement of Work in response to market and other commercial opportunities and forces experienced by the Customer. However, the Customer acknowledges that Barron McCann has designed and resourced the Service based on the number of Sites and the type, quantity and distribution of Equipment at the Effective Date. Accordingly, the Parties agree that the minimum Charge for the Service throughout the term of the Statement of Work shall be no less than 90% of the Charge for the Service at the Effective Date regardless of the

number of Sites or quantity of Equipment supported under this Statement of Work.

3. Customer's Maintenance Obligations

- 3.1 The Customer shall ensure that all Equipment is used, stored or located in a safe and suitable environment and in accordance with any instructions issued by Barron McCann and/or the manufacturer.
- 3.2 The Customer shall not and shall not allow any third party to:
 - a. maintain, alter, modify or adjust the Equipment, save pursuant to normal operational use or in accordance with routine maintenance activities as advised by Barron McCann or following other written instructions from the manufacturer or Barron McCann;
 - b. use in conjunction with the Equipment any consumable, accessory, attachment or additional equipment other than that which has been supplied by or approved in writing by the original equipment manufacturer or Barron McCann; or
 - c. move or relocate the Equipment without giving Barron McCann reasonable advance written notice and in accordance with Barron McCann's reasonable instructions.
- 3.3 The Customer will consent to and/or arrange for the disconnection and/or isolation of any non-Barron McCann supported equipment if in Barron McCann's reasonable opinion such are causing faults to the Equipment.
- 3.4 The Customer will maintain detailed records, distributed periodically to Barron McCann, of all Equipment and its locations and all software build revisions and releases within the Customer's estate with associated release notes as required to enable Barron McCann to effectively support the Equipment.

4. Service Calls

- 4.1 Service Calls are to be logged by the Customer with Barron McCann's service centre and must clearly identify the Equipment type, the Site, the till lane number if applicable and a clear fault description. Service Calls logged without this prerequisite information will be rejected until the necessary and relevant information can be provided by the Customer.
- 4.2 If on arrival at a Site Barron McCann identifies the fault to be with another Equipment type, Barron McCann will use its reasonable endeavours to resolve the problem. If successful this fault will be cleared under the original call. Should Barron McCann need to make a further visit to resolve the fault or order additional parts, then Barron McCann will request that the Customer closes the original call and log another call with the correct diagnosis on the correct Equipment type.
- 4.3 The Customer will log one call per fault and any subsequent faults will require a separate call logged for each additional fault.
- 4.4 A Service Call will be classified as being closed by Barron McCann at the point at which the Equipment no longer exhibits the fault characteristics as defined when the Service Call was logged by the Customer.
- 4.5 In the event that Barron McCann is denied or otherwise unable to gain access to a Site due to any act or omission of the Customer or any third party acting for or under the instruction of the Customer, Barron McCann reserves the right to charge the Customer for such abortive visits at the rate set out in the Statement of Work for Chargeable Calls.
- 4.6 If any of the following events happen during the term of this Statement of Work and such events have anything other than a trivial impact on Barron McCann's costs then Barron McCann reserves the right to increase the Charges for the Service accordingly. Barron McCann will upon request provide the Customer with reasonable evidence of such increase in costs:
 - a. for the first 6 months from the Effective Date the rate of Service Calls increases above any figures provided by the

- b. Customer or in lieu of such Customer information above what would normally be expected based on industry norms;
- b. after the first 6 months from the Effective Date the quarterly rate of Service Calls increases by more than 5% from the average for the previous 2 measured quarters for the same size of installed base;
- c. where Equipment can only be repaired or serviced by the manufacturer and such manufacturer increases its charges to Barron McCann above those in place at the Effective Date or materially impacts Barron McCann's costs through a reduction in repair quality or increase in repair time or cost;
- d. the UK average fuel price (as published by the UK Government as the Weekly Road Fuel Price for diesel or such replacement statistic published by the UK Government) rises by more than 15% from that as at the Effective Date.

5. PCI and PEDs

- 5.1 Where the Statement of Work includes the provision, installation or maintenance of ("PEDs"), Barron McCann will provide a service that is compliant to the relevant sections of the current version of PCI-DSS during the Term of this Statement of Work.
- 5.2 Barron McCann is responsible for the security of PEDs as covered by this Statement of Work only whilst such devices are within Barron McCann's possession or control. Where relevant, Barron McCann's responsibility for PEDs is subject to the agreed handover protocols as set out in the Customer's PIM.
- 5.3 Barron McCann accepts responsibility for the actions of its employees and agents whilst performing the Service and will take reasonable steps to ensure that such employees and agents do not compromise the PCI DSS compliance of the Customer.
- 5.4 Barron McCann does not intentionally collect, process, store or transmit cardholder data (as defined by the PCI DSS) and does not under any circumstances accept any Equipment that contains any cardholder data. All Equipment is accepted by Barron McCann on the basis that it does not contain cardholder data. If cardholder data should be present on any Equipment delivered to or collected by Barron McCann, then all responsibility for such cardholder data shall rest with the Customer. The Customer acknowledges that Barron McCann has no obligation to determine whether or not cardholder data is present on recovered Equipment
- 5.5 PEDs are subject to a manufacturer-only repair policy. Accordingly the Customer acknowledges that the Service in respect of PEDs is limited to replacing faulty PEDs with serviceable units, returning faulty PEDs to the manufacturer and maintaining a loop-stock of new and/or repaired PEDs.
- 5.6 The Customer is advised to ensure PEDs are covered by a comprehensive manufacturer's warranty throughout the term of this Statement of Work. Barron McCann has no control over or liability for the terms or restrictions of a PED manufacturer's warranty. Any PED repair charges raised by the manufacturer for out of warranty repair will be recharged to the Customer. Barron McCann's sole responsibility in respect of warranty, quality and other disputes between the Customer and the PED manufacturer is to provide reasonable support and information to the Customer.

6. Availability of Spares

- 6.1 The Service is provided on the basis that spares and replacement units for all the Equipment continue to be readily available at materially the same costs as at the Effective Date (subject to inflation in line with general market conditions) throughout the term of this Statement of Work.
- 6.2 In the event that:

- a. spares or replacement units for a particular make and/or model of Equipment cease to be available on the terms set out in paragraph 6.1 above; or
 - b. where a particular make and/or model of Equipment is no longer manufactured and/or there is limited or no support from the manufacturer or the manufacturer issues an end of life notice;
Barron McCann may (at its sole discretion) provide the Customer with as much notice as practicable in the circumstances of its intention to declare such make and/or model of Equipment as Obsolete and withdraw the Service in respect of such Obsolete Equipment. During any Obsolete notice period Barron McCann will cooperate with the Customer to agree a solution or alternative to any Obsolete Equipment.
- 6.3 Following the expiry of the notice period under paragraph 6.2 above Barron McCann's obligation in respect of providing the Service for Obsolete Equipment will be to use reasonable endeavours only. Where the Service can be provided Barron McCann will be entitled to charge for Service Calls in respect of Obsolete Equipment as Chargeable Calls.
- 7. Systemic Failure & BER**
- 7.1 Should any Equipment subject to this Statement of Work be identified as having an Systemic Failure rate Barron McCann and the Customer undertake to collaborate in good faith to devise and agree a plan to resolve both the operational and commercial issues of the Systemic Failure. A plan to resolve such issues will be implemented within 30 days of the relevant Equipment being identified as having an Systemic Failure.
- 7.2 Barron McCann will continue to support Equipment categorised as failing at an Systemic Rate during the resolution period, but will categorise any Service Calls for the Equipment exhibiting the same failure as the Systemic Failure as Chargeable Calls. Such Chargeable Calls shall only relate to faults which are the cause of Systemic Failure, other non-related failures will be supported as normal Service Calls under the Statement of Work within scope of the Charge for the Service.
- 7.3 Should a suitable and mutually agreeable resolution plan not be implemented within 30 days of Barron McCann notifying the Customer of an event of Systemic Failure, Barron McCann reserves the right to withdraw the Service on any such Equipment by giving the Customer not less than 30 days' written notice.
- 7.4 Any costs required to resolve an Systemic Failure including, but not limited to any activity, modification or replacement of equipment or components and/or any modification or upgrading of the firmware/software (including any same or similar works required to be performed on any maintenance stock held by Barron McCann to support the Customer), will be the sole responsibility of the Customer, manufacturer or relevant third party (excluding Barron McCann). Upon resolution of an Systemic Failure to Barron McCann's reasonable satisfaction, Barron McCann will reinstate the Service in respect of such affected Equipment.
- 7.5 Where Barron McCann acting reasonably determines that an item of Equipment is BER, Barron McCann shall replace the item and charge the Customer for the cost of replacement or where the Equipment is Free Issue Material the Customer shall provide Barron McCann will a replacement item at its own cost.
- 8. Exclusion from Maintenance Service**
- 8.1 The maintenance Service is a break-fix service and does not include the provision of any improvements, enhancements, modifications or changes of any nature howsoever required.
- 8.2 The maintenance Service excludes any repair or maintenance necessary as a result of any cause other than fair wear and tear or Barron McCann's action, neglect or fault (or that of its suppliers or sub-contractors), including without limitation:
- a. failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions;
 - b. failure of any kind relating to software error, fault, mis-configuration or otherwise caused by software or firmware (including malicious software);
 - c. accident or damage of any kind, neglect, misuse or default of the Customer, its employees or agents or any third party;
 - d. PED tamper detect errors or PEDs that fail to work on installation;
 - e. any fault in any attachments or other equipment (whether or not supplied by Barron McCann) which do not form part of the Equipment;
 - f. act of God, fire, flood, war, act of violence, or any other similar occurrence;
 - g. any attempt by any person other than Barron McCann's personnel, including its sub-contractors and suppliers, to adjust, repair or maintain the Equipment; or
 - h. any failure of storage media external to the Equipment or the supply of any consumable materials .
- 8.3 The maintenance Service also excludes:
- a. the provision of service other than at a Site;
 - b. electrical or other environmental work external to the Equipment; or
 - c. recovery or reconstruction of any data or programs lost or spoiled as a result of any breakdown of, or fault in, the Equipment.
- 9. Chargeable Calls**
- 9.1 Where Barron McCann responds to a Service Call request:
- a. for a fault falling within the exclusions set out in paragraph 8 of these Service Terms;
 - b. where there is no fault found;
 - c. due to the fault or negligence of the Customer, its employees or agents;
 - d. logged incorrectly, with incorrect fault description or diagnosis, or logged against the wrong Site or Equipment;
 - e. for requests that Barron McCann diagnose or investigate a non-specific hardware issue;
 - f. for calls relating to Equipment that Barron McCann has declared under the terms of this Statement of Work as being Obsolete, subject to an Systemic Failure or is agreed by the parties to be supported on a time and materials basis;
 - g. for abortive visits as set out in paragraph 4.5 of these Service Terms;
 - h. in excess of the maximum call limit (if any) as set out in this Statement of Work; or
 - i. for time beyond the first hour for any Service Calls generated and relating to software issues or software builds or re-builds.
- Such Service Calls will be deemed Chargeable Calls and Barron McCann will be entitled to charge the Customer at the Chargeable Calls rate set out in the Statement of Work.
- 10. Free Issue Materials**
- 10.1 Where specified in the Statement of Work, the Customer shall in a timely manner provide and throughout the term of the Statement of Work maintain Barron McCann with sufficient quantities of Free Issue Materials as set out in the Statement of Work and the same as the parties shall reasonably agree from time to time (including a quantity of loop stock) to enable Barron McCann to provide the Service and meet the Service Level.

- 10.2 Barron McCann shall use Free Issue Materials only for the benefit of the Customer and in the provision of the Service.
- 10.3 Title to the Free Issue Materials shall remain with the Customer.
- 10.4 Barron McCann shall keep all Free Issue Materials in its possession or control in good order and condition. Any Free Issue Materials lost or damaged due to the fault or neglect of Barron McCann shall be repaired or replaced at Barron McCann's expense.
- 10.5 Barron McCann will maintain an up to date record of all Free Issue Materials in its possession or control and provide a copy of such record to the Customer on demand.
- 10.6 On termination of the Statement of Work, any Free Issue Materials remaining in the possession or control of Barron McCann shall be returned to the Customer in its then current condition and/or be disposed of at the Customer's discretion and expense.

11. Service Level Agreement

- 11.1 Barron McCann shall measure its performance of the Service each month. For any month where there are fewer than 20 Service Calls the measurement of Service performance shall not, regardless of any metrics recorded, result in a failure to achieve the Service Level. Barron McCann's records and data shall, save in the case of manifest error, be the only basis for all Service Level measurements and determinations.
- 11.2 The Service Level for the Maintenance Service is to resolve the minimum percentage of Service Calls within the target fix times as set out in the Statement of Work.
- 11.3 In measuring and reporting Service Levels the time to resolve a Service Call will be measured in minutes during the Hours of Cover from the time Barron McCann accepts a Service Call to the time Barron McCann closes the same Service Call subject to paragraph 4.4 of these Service Terms. Time recording shall be suspended:
 - a. outside the Hours of Cover; and
 - b. during any time waiting for the Customer to provide access or information or to conduct tests or for any other Customer task or obligation.Any second or subsequent Service Calls for the same fault (including requests to reopen a Service Call) will each be measured as separate Service Calls.
- 11.4 Service Level performance under this Statement of Work shall be recorded and reported as a single value each month consolidated across all territories, store types, priority levels and all other factors.
- 11.5 The following exclusions ("**SLA Exclusions**") shall apply in the calculation of any Service Levels when a Service Level target has not been achieved due to:
 - a. Force Majeure events as set out in the Statement of Work;
 - b. Barron McCann exercising its right to suspend the Service;
 - c. any failure or delay by or on behalf of the Customer in delivering or performing any Customer obligations; or
 - d. Chargeable Calls whether or not Barron McCann makes a charge.
- 11.6 Any Service Call classified as a SLA Exclusion shall be counted, regardless of performance or outcome, as having been delivered and performed successfully and on time for the purposes of measuring Service Levels.

12. Service Credits

- 12.1 Where Barron McCann fails to deliver the Service in accordance with the Service Level target set out in the Statement of Work, the Customer shall be entitled to claim a "**Service Credit**" as set out in this paragraph 12.
- 12.2 The Service Credit will equate to half the value of the percentage achieved below the target. For example, a result of 3% below

- target would result in a 1.5% credit against the Charge for the Service for the month in which this occurred. Service Levels and Service Credits shall be calculated rounded to one decimal place.
- 12.3 The maximum Service Credit in any month shall be 2.5% of the Service Charge for the month in which this occurred.
 - 12.4 This paragraph 12 states the entirety of the Service Credits offered by Barron McCann to the Customer for the Service. Save in the case of material breach, any Service Credits paid by Barron McCann to the Customer shall be the Customer's sole right and remedy if Barron McCann does not meet the Service Level target. Where a Service Credit is payable to the Customer, the Service Credit will be paid by means of a credit to a future invoice.