

GLORY



UBIQULAR™ MASTER AGREEMENT

MANAGED SERVICES

SERVICE DESCRIPTIONS

Where Managed Services are specified as applicable in a UBIQULAR™ Schedule, this Service Description sets out the scope of the applicable Managed Services to be performed by the Supplier.

UBIQULAR™ BRIDGEPLUS

Service Description

The deployment to and installation of updates to application and currency software on Authorised Devices.

For the duration of the Services Term, the Supplier shall:

- (a) track the information made publicly available by the Software Owner and follow the Software Owner release process with respect to Patches;
- (b) perform a severity and impact assessment of each Patch to determine whether the installation of the Patch is required or relevant for the continued operation of a Test Device;
- (c) perform the Test Process for each Patch determined by the Supplier as being required or relevant for the continued operation of a Test Device in accordance with its specification;
- (d) perform the Enhanced Test Process for each Patch which is determined as Compatible following completion of the Test Process;
- (e) following a determination that a Patch is Compatible, work with the Customer to agree a date for the deployment Compatible Patch;
- (f) use the Cloud Services to deploy and install the Released Currency Upgrade and Available Patches; and
- (g) provide the Customer with regular and transparent reports with respect to the status of Currency Update and Patches through the test and deployment lifecycle.

Customer Obligations

For the duration of the Services Term, the Customer shall be required to:

- (a) obtain a subscription to UBIQULAR Bridge for all applicable Authorised Devices;
- (b) ensure the RMM Agent is installed and running on each PC that is connect to or integrated with an Authorised Device;
- (c) keep all applicable Authorised Devices maintained under a contract for maintenance with the Supplier or a Supplier authorised service partner; and
- (d) ensure the Authorised Devices are accessible by the Supplier for the delivery of the Managed Service.
- (e) ensure, at its own cost, that its systems and environment remain available within the Supported Environment for the duration of the Agreement, including implementing any required upgrades, or replacements required to maintain compatibility with the Services.

Program Licensing

In order for the Supplier to perform the UBIQULAR BridgePlus Managed Services, it is necessary to install and run the RMM Agent on each applicable Authorised Device.

As described further in the Program Specifications, the RMM Agent is a software program that enables Supplier to provide the UBIQULAR BridgePlus Managed Services without the need to have local or physical access to the Authorised Device. The RMM Agent connects the Authorised Device with the remote device management tools used by the Supplier. The remote device management tools are web-based tools hosted by or on behalf of the Supplier's selected third party service providers within the EEA.

With the RMM Agent, the Supplier can provide remote support to the Customer and proactively monitor each Authorised Device which has the RMM Agent installed and running.

Accordingly, with respect to each Authorised Device with respect to which the Supplier is obliged to perform the UBIQULAR BridgePlus Managed Services, Supplier grants to Customer the required number of licences in the RMM Agent as is necessary to comply with the Program Licence Metric specified in the applicable Program Specification. In this regard, the Program Terms shall apply to each licence granted and the Customer agrees to comply with those terms upon entering into an order under a UBIQULAR Schedule for UBIQULAR BridgePlus.

Supported Environment

The UBIQULAR BridgePlus Managed Services are provided for use only on operating systems, software, and environments that are supported by the relevant third-party vendor ("Supported Environment"). A list of Supported Environments may be made available by the Supplier from time to time, but such list is indicative only and may change as third-party support policies evolve. The Supplier's obligations to provide UBIQULAR BridgePlus Managed Services are contingent upon the Customer maintaining a Supported Environment at all times.

Any upgrades, configuration changes, or additional services required to support the Customer's transition to a Supported Environment shall be provided under a separate agreement or statement of work and charged in accordance with the Supplier's then-current rates.

Unsupported Environments

The Supplier shall have no obligation to provide the UBIQULAR BridgePlus Managed Services, support, maintenance, or fixes in respect of any use of such services on an environment that is no longer supported by the relevant third-party vendor.

Where the Customer's failure to maintain a Supported Environment materially impacts the performance, security, or availability of the UBIQULAR BridgePlus Managed Services, the Supplier may suspend the affected UBIQULAR BridgePlus Managed Services until the Customer restores compliance, without liability.

The Supplier shall not be liable for any failure, defect, security incident, or loss arising from the Customer's use of the UBIQULAR BridgePlus Managed Services in an unsupported environment.

If the Customer fails to restore a Supported Environment within thirty (30) days of written notice, the Supplier may terminate the Agreement (or the affected UBIQULAR BridgePlus Managed Services) for material breach. Such termination shall not be deemed a breach by the Supplier, and no refunds shall be due.

Assumptions

Each Authorised Device shall have Microsoft Windows 10 or Microsoft Windows Server 2019 (or such later versions as may be advised by Supplier to Customer from time to time) installed and running as the applicable operating system.

Each Authorised Device does not have any additional software installed and running other than the operating system and software applications installed by the Supplier and, in the event any other software is installed and running, the Supplier shall not be responsible for any conflicts caused by such installed software.

Where the Customer requires or requests a Currency Upgrade:

- (a) the Customer has separately purchased a licence for the Currency Upgrade from the Supplier; and
- (b) the relevant note or coin the subject of the Currency Upgrade is compatible with the Authorised Devices without modification or alteration of the Authorised Devices in any way other than the installation and application of the Currency Upgrade.

Additional Definitions

For the purpose of this Service Description of the Remote Patch Deployment services, the following definitions shall apply:

"Central Bank" in each country, the relevant bank appointed by that country's government to provide financial and banking services to that government including, without limitation, the issuance of the local currency.

"Compatible" means the determination by the Supplier that it is Confident that the installation of a Patch on an Authorised Device is not likely to cause a fatal or serious system failure.

"Confident" means that the Supplier has a degree of confidence commensurate with the applicable test process performed such that it must have a high degree of confidence following the performance of the Test Process and a very high degree of confidence following the performance of the Enhanced Test Process.

“**Currency Upgrade**” means an upgrade to the Authorised Devices to permit such Authorised Devices to process new notes or coins issued by the applicable Central Bank and which meet the Supplier’s criteria for compatibility with the Authorised Devices in the event that the applicable Central Bank has issued the associated upgrade to the embedded software on the Authorised Devices is Released by GGS during the POC Period.

“**Enhanced Test Device**” means a device of the same model as an Authorised Device operating in a controlled test environment which is designed to replicate the Customer’s live environment with respect to device and network parameters and settings.

“**Enhanced Test Process**” means the process by which the Supplier carries out system testing of a Patch in a controlled test environment against an Enhanced Test Device to determine whether such Patch is Compatible with the continued operation of an Enhanced Test Device in accordance with its specification.

“**Patch**” means, with respect to the Software, the critical and non-critical (scheduled) patches, updates, bugfixes and other fixes which are released by the Software Owner during the Services Term.

“**Software**” means the Supplier Software and the Third Party Software.

“**Software Owner**” means the owner of the intellectual property in the Software who makes available Patches to the Software from time to time.

“**Supplier Software**” means ISP-K06, ISP-K07 which are software components installed on the Authorised Devices which have been developed and licensed by or on behalf of Supplier or its Affiliates.

“**Test Device**” means a device of the same model as an Authorised Device operating with factory settings.

“**Test Process**” means the process by which the Supplier carries out system testing of a Patch in a controlled, test environment against a Test Device to determine whether such Patch is Compatible with the continued operation of the Test Device in accordance.

“**Third Party Software**” means OpenSSL, Apache, Tomcat, OpenJDK, FileZilla, Adobe Reader, SQL Database, Windows 10 which are third party developed and licensed software components installed on the Authorised Devices.

Service Level Agreement

CVSS 3.1 Scoring	Implementation timeframe
9.0-10.0 (Critical)	Within 30 calendar days for critical patches to full resolution through application of patch(es) or alternative measures as appropriate
7.0-8.9 (High)	Either at next minor release OR within 1 calendar month of vulnerability identification, whichever is earlier
0.1-6.9 (Medium and Low)	Either at next major release OR within 3 calendar months of vulnerability identification, whichever is earlier

Out of Scope

The following services are out of scope:

- (a) any alteration or amendment to any Authorised Device to permit the Supplier to perform the Managed Services;
- (b) any update or upgrade to any software or operating system on the Authorised Device to meet the Supplier’s minimum specification requirements prior to commencing the Managed Services;
- (c) performance of the UBIQULAR BridgePlus Managed Services with respect to any software other than the Software; and

(d) performance of any service which is a Service Exclusion.

UBIQULAR™ MANAGE

Cash Fulfilment and CIT Management

Service Description

For the duration of the Services Term, the Supplier shall perform management of the Authorised Device's cash levels using the Cloud Services and Supplier's reporting and forecasting tools to determine current cash levels and cash requirements of the Customer at each Customer Location.

The Supplier will generate forecasts of change (coins and notes) requirements at Customer Locations using cash balance data on the Authorised Devices and other data points including, without limitations, key calendar dates, carrier schedules and historical information to optimise Customer cash holdings whilst minimising costs.

The Supplier will also place cash orders with the CIT Service Provider and schedule cash collections and pickups from the Authorised Devices on the Customer's behalf.

For the duration of the Services Term, the Supplier shall:

- (a) monitor cash levels in the Authorised Device(s) against agreed limits;
- (b) generate change orders and place with the CIT Service Provider;
- (c) manage daily communications with the CIT Service Provider;
- (d) instruct the CIT Service Provider when cash pickups are required based on reported Authorised Device cash levels and the CIT Service Provider's schedule;
- (e) where possible, schedule change orders to align with cash collections to minimise costs;
- (f) analyse Authorised Device status information to monitor the CIT Service Provider's performance against SLAs as defined in the Customer's agreement with the CIT Service Provider and manage any service deviations with the CIT Service Provider;
- (g) report any cash discrepancies as reported by the CIT Service Provider to the Customer;
- (h) at the Customer's option, transfer the Customer's business from the Customer's incumbent CIT service provider to the CIT Service Provider.

For these purposes:

"Authorised Device" means those cash processing devices owned or leased by the Customer, which is connected to the required Cloud Services and in respect of which the Supplier is delivering the Cash Fulfilment and CIT Management Managed Services.

"CIT Service Provider" means the cash-in-transit service provider selected by the Customer from the Supplier's list of participating cash-in-transit service providers.

Customer Obligations

For the duration of the Services Term, the Customer shall be required to:

- (a) obtain a subscription to UBIQULAR Bridge for all applicable Authorised Devices and maintain for the duration of the Services Term; and
- (b) keep all applicable Authorised Devices maintained under a contract for maintenance with the Supplier or a Supplier authorised service partner;
- (c) select and use a CIT service operator from the Supplier's list of participating CIT partners and, if that CIT service operator is not the Customer's incumbent provider, the Customer shall be required to effect the

transfer from its incumbent provider to the Supplier's selected CIT service provider unless the Customer has instructed the Supplier to manage the transfer on its behalf.

Assumptions

The Customer has in place a services contract with the selected CIT Service Provider and such services are maintained with the selected CIT Service Provider for the duration of the Services Term.

Service Level Agreement

Performance of the Managed Services in a timely manner and the delivery of all instructions and reporting in-line with local and regional requirements as applicable to facilitate performance of the CIT services by the CIT service provider.

Out of Scope

The following services are out of scope:

- (a) performance of the Cash Fulfilment and CIT Management Managed Services with respect to cash held in any third-party (non-Glory) branded devices save where approved in writing by the Supplier on an exceptional basis;
- (b) performance of the Cash Fulfilment and CIT Management Managed Services with respect to any CIT not on the approved list of participating CIT partners; and
- (c) the performance of any service that is a Service Exclusion.

CIT Provision

Service Description

For the duration of the Services Term, the Supplier shall:

- (a) contract directly with the CIT Service Provider on the Customer's behalf for the provision of the Cash Fulfilment and CIT Management Services by such CIT Service Provider to the Customer;
- (b) procure the performance of all services in scope of the Cash Fulfilment and CIT Management Services by the CIT Service Provider and the terms of the Service Description for the CIT Provision Managed Services shall apply unless and to the extent of any conflict with this Service Description, in which case this Service Description shall prevail;
- (c) invoice Customer with the CIT Service Provider's charges for the provision of the Cash Fulfilment and CIT Management Services; and
- (d) provide reconciliation reports to the Customer.

For these purposes:

"CIT Service Provider" means the cash-in-transit service provider selected by the Customer from the Supplier's list of participating cash-in-transit service providers.

Customer Obligations

For the duration of the Services Term, the Customer shall be required to:

- (a) obtain a subscription to UBIQULAR Bridge for all applicable Authorised Devices and maintain for the duration of the Services Term; and
- (b) keep all applicable Authorised Devices maintained under a contract for maintenance with the Supplier or a Supplier authorised service partner;

Assumptions

Not applicable

Service Level Agreement

Performance of the Managed Services in a timely manner in-line with local and regional service levels, as applicable.

Out of Scope

The following services are out of scope:

- (a) performance of the CIT Provision Managed Services with respect to cash held in any third-party (non-Glory) branded devices save where approved in writing by the Supplier on an exceptional basis;
- (b) performance of the CIT Provision Managed Services with respect to any currency which is not a recognised currency of the country where the Customer's premises are located; and
- (c) the performance of any service that is a Service Exclusion.

Provisional Credit / Same Day Value

Service Description

A service pursuant to which the Supplier shall credit the Customer's bank account with the end of day amounts held in the cash cassettes in the Customer's cash processing devices prior to the cash in those devices being collected and verified. More specifically, the Supplier shall:

- (a) procure the performance of all services in scope of the CIT Provision Managed Services and the terms of the Service Description for the CIT Provision Managed Services shall apply unless and to the extent of any conflict with this Service Description, in which case this Service Description shall prevail.
- (b) produce the Provisional Credit / Same Day Value Report on each Processing Day;
- (c) make arrangements for the Provisional Credit / Same Day Value Amount determined on each Processing Day to be credited to the Customer's nominated bank account for value on the Business Day immediately following the applicable Processing Day;
- (d) following collection of the cash cassettes in the Authorised Devices, reconcile the Actual Amount against the Aggregate Provisional Credit / Same Day Value Amount to determine whether the Actual Amount is greater than, equal to or less than the Aggregate Provisional Credit / Same Day Value Amount for the applicable Provisional Credit / Same Day Value Period, and where:
 - (i) the Actual Amount is greater than the Aggregate Provisional Credit / Same Day Value Amount, the Supplier shall procure that an amount equal to the difference between the Actual Amount and the Aggregate Provisional Credit / Same Day Value Amount is credited to the Customer's nominated account;
 - (ii) where the Actual Amount is less than the Aggregate Provisional Credit / Same Day Value Amount, the Supplier shall procure that an amount equal to the difference between the Actual Amount and the Aggregate Provisional Credit / Same Day Value Amount is debited from the Customer's nominated account;
 - (iii) where the Actual Amount is equal to the Aggregate Provisional Credit / Same Day Value Amount, have no further action with regards to the reconciliation,

(the "**Reconciliation Process**").

The Commencement Date for the Managed Services shall be the date on which the Supplier confirms all checks which are pre-requisite to the commencement of the Managed Services have been completed

For the purpose of this Service Description of the Provisional Credit / Same Day Value Managed Services, the following definitions shall apply:

“Actual Amount” means the actual amounts of cash collected in the cash collection cassettes and/or pouches as determined by the Supplier during a Provisional Credit / Same Day Value Period.

“Aggregate Provisional Credit / Same Day Value Amount” means the aggregate of all Provisional Credit / Same Day Value Amounts for an Authorised Device determined during a Provisional Credit / Same Day Value Period.

“Authorised Device” means each Glory-branded or approved cash processing device owned by the Customer, which is connected to the required Cloud Services and in respect of which the Supplier is delivering the Provisional Credit / Same Day Value Managed Services.

“Business Day” means a day other than a Saturday, Sunday or public holiday in the Territory when banks in the capital city of such Territory are open for business.

“Processing Day” means each day where any cash processing activity occurs on an Authorised Device.

“Provisional Credit / Same Day Value Amount” means, in respect of each Processing Day, the amount recorded by an Authorised Device as being processed by that Authorised Device and stored in that Authorised Device’s cash collection cassette(s) / pouch(es) on such Processing Day.

“Provisional Credit / Same Day Value Period” means the period commencing immediately following the collection of the cash collection cassettes / pouches by the CIT Provider to the next collection of the cash collection cassettes / pouches by the CIT Provider.

“Provisional Credit / Same Day Value Report” means, with respect to an Authorised Device, a report produced by the Supplier on each Processing Day which details, amongst other things, the Provisional Credit / Same Day Value Amount for such Authorised Device.

The Provisional Credit / Same Day Value Managed Services are available in selected countries only and are subject to the services meeting local legal and regulatory requirements.

Customer Obligations

For the duration of the Services Term, the Customer shall be required to:

- (a) obtain a subscription to UBIQULAR Bridge for all applicable Authorised Devices; and
- (b) keep all applicable Authorised Devices maintained under a contract for maintenance with the Supplier or a Supplier authorised service partner;
- (c) allow the Supplier or its sub-contractor to access the Customer Locations to retrieve the cash collection cassettes / pouches;
- (d) comply with all reasonable instructions from the Supplier or its sub-contractor with respect to the Managed Services including, without limitation, any instructions from the Supplier with respect to the collection of the cash collection cassettes / pouches;
- (e) ensure that the cash collection cassettes / pouches are not opened, tampered with, broken or the cash inside accessed in any other way;
- (f) ensure that any seals applied to the cash collection cassettes / pouches are not removed, broken, removed or otherwise tampered with;
- (g) provide the Supplier with such information and documentation as may be required to allow the delivery of the Managed Services including, without any limitation:

- (i) contact details of a responsible representative of Customer;
 - (ii) bank account details for the transfer of the Provisional Credit / Same Day Value Amount;
 - (iii) such information as may be requested for the Supplier or its sub-contractor to complete “know your customer” and anti-money laundering checks as are applicable; and
 - (iv) such forms as may be required to allow for the crediting and debiting of the Customer’s bank account following completion of the Reconciliation Process.
- (h) take all reasonable steps to ensure that no action is taken by the Customer, the owner of the business conducted at a Customer Location or their respective personnel which might void or prejudice any insurance policy taken out by the Supplier or its sub-contractor for the amounts held the cash collection cassettes / pouches;
- (i) meet such requirements as the Supplier or its sub-contractor or agent have to ensure the premises meet a minimum standard to allow the delivery of the Managed Services; and
 - (j) use its reasonable efforts to do all things necessary, proper or advisable to allow the Supplier to perform the Provisional Credit / Same Day Value Managed Services.

The Customer acknowledges and agrees that:

- (a) the determination of the Supplier or its sub-contractor as to the Actual Amounts is final;
- (b) upon payment of the Provisional Credit / Same Day Value Amount, the Supplier or its sub-contractor, as applicable shall own the cash in the collection cassette of the Authorised Device in an amount equal to the Provisional Credit / Same Day Value Amount and the Customer shall indemnify the Supplier against any claim for the failure to deliver cash in an amount equal to the Provisional Credit / Same Day Value Amount;
- (c) the Supplier shall utilise the services of a CIT Provider and/or Partner Bank to deliver the Provisional Credit / Same Day Value Managed Services and in such circumstances, the Supplier shall be deemed to have sub-contracted to the applicable CIT Provider and/or Partner Bank those obligations of the Supplier which are performed by the CIT Provider and/or Partner Bank.

For these purposes:

“**CIT Provider**” means a cash-in-transit services provider selected by the Supplier to perform some or all of the Services, as advised by the Supplier to the Customer; and

“**Partner Bank**” means a regulated financial institution selected by the Supplier to perform some or all of the Services, as advised by the Supplier to the Customer.

Assumptions

Not applicable

Service Level Agreement

The Provisional Credit / Same Day Value Amount for each day where any cash processing activity occurs shall be credited to the customer’s nominated bank account on the immediately following Business Day.

The Reconciliation Process will be performed in a timely manner in-line with local and regional processing times, as applicable.

Out of Scope

The following services are out of scope:

- (a) performance of the Managed Services with respect to cash held in any third-party (non-Glory) branded devices save where approved in writing by the Supplier on an exceptional basis;
- (b) performance of the Managed Services with respect to any currency which is not the locally recognised currency of the country where the Customer's premises are located; and
- (c) the performance of any service that is a Service Exclusion.

UBIQULAR™ MANAGED SERVICES

Additional Managed Services

If "Additional Managed Services" is specified as applicable in the UBIQULAR Schedule, the Supplier and Customer shall be required to enter into a Statement of Work in substantially the same form as specified in this Service Description.

The Supplier shall have no obligation to deliver the Additional Managed Services until such time as the relevant Statement of Work has been duly executed by authorised representatives of both parties.

Appendix 1

Template Statement of Work

This Statement of Work (“**SOW**”) is entered into by:

[Supplier name], a company registered in England with company number [] and having its registered office at [] (“**Supplier**”)

[Customer name], a company registered in [England] with company number [] and having its registered office at [] (“**Customer**”)

with effect from [insert date] (the “**SOW Effective Date**”) and is subject to and governed by the terms of the Ubiquilar Schedule entered into between the parties on [] together with the applicable Terms and Conditions and Services Terms specified therein (the “**Agreement**”).

[All highlighted sections to be completed. Where options are provided, delete the option not being used. All instructions to be deleted prior to finalising SOW.]

1. General Project Description

[Insert project description]

2. Scope of Services

Pursuant to and on the terms set out in this SOW and the Agreement, Supplier will deliver the following services (the “**Services**”):

[include full and detailed description of the services to be delivered]

3. Service Requirements

OPTION 1

With respect to the Services, the following minimum requirements apply:

[Insert details of GGS' minimum requirements for the Services.]

OR OPTION 2:

Not Applicable

4. Service Levels

OPTION 1

With respect to the Services and the scope of this SOW, Supplier shall ensure that:

[Insert agreed service levels, the appropriate response for each different category of service level and associated response times.]

OR OPTION 2:

Not applicable

5. Supplier Responsibilities

OPTION 1:

With respect to the Services and the scope of this SOW and in addition to the terms of the Agreement, the Supplier will:

[Insert details of SOW specific responsibilities of Supplier.]

OR OPTION 2:

The terms of the Agreement apply.

6. Customer Responsibilities

OPTION 1:

With respect to the Services and the scope of this SOW and in addition to the terms the Agreement, GGS will:

[Insert details of SOW specific responsibilities of Supplier]

OR OPTION 2:

The terms of the Agreement apply.

7. Assumptions

OPTION 1:

Customer acknowledges and agrees that the Supplier’s ability to perform the Services depends on:

[Insert any assumptions which must be fulfilled and true in order for GGS to deliver the Services].

OR OPTION 2:

Not applicable

8. Deliverables and Milestones

[Insert description of all Deliverables to be delivered as part of the Services together with the associated Acceptance Criteria, Delivery Date and required evidence for confirming that the deliverable has been accepted. The Acceptance Criteria should be clear, measurable and objective. The required evidence for acceptance can be a sign-off from the responsible representative for GGS and, in such case, the column should identify the relevant representative by their title/role.]

If there are project Milestones, group the Deliverables which are applicable to a single Milestone together.

	Deliverable	Acceptance Criteria	Delivery Date	Required Evidence / Sign-Off
Milestone 1				
Milestone Date: [specify]				

Milestone 2				
Milestone Date: [specify]				

9. Change Control Procedure

OPTION 1

[Insert a Change Control Procedure.]

10. Charges

The following fees apply for the Services specified in this SOW:

[Set out the charges for the Services. Specify whether the charges are on a time and materials basis or fixed price. If time and materials, specify daily fee rate card. If fixed price, set out the payment schedule (i.e. the amount attributable to each Milestone).]

[If the payments are to be made in any currency other than pounds sterling, specify the currency.]

GGs will only reimburse the Supplier for such reasonable accommodation, subsistence, travelling or other ancillary costs and expenses incurred by Supplier Team members in connection with provision of the Services (“**Expenses**”) which are submitted to GGS for approval prior to the Supplier incurring such expenses (and subject to such reasonable conditions as GGS may stipulate on its approval) and where the Supplier provides valid receipts for the pre-approved expenses.

11. Governance

[insert appropriate governance structure for daily management of the project and a governance structure for escalations]

12. Warranties

OPTION 1:

In addition to the warranties specified in the Agreement, the Supplier hereby warrants, represents and undertakes:

- (a) *[insert any additional warranties to be given by Supplier.]*

OR OPTION 2:

The terms of the Agreement apply.

13. Data Protection

[GGs Information Security team to be engaged to conduct an assessment of the Services and any data protection considerations and appropriate terms to be included]

14. Additional Terms

OPTION 1:

In addition to the terms specified above, the following terms apply:

[Insert additional terms which the parties agree apply to this SOW.]

OR OPTION 2:

Not applicable.