



GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES¹

These General Terms and Conditions for Purchase of Services (“General Terms”) are part of the agreement between Service Express, LLC or any of its Affiliates (“Service Express”) and Customer (the “Agreement”) that includes the following, all of which are deemed incorporated by this reference: these General Terms; Order Schedules and/or Statements of Work (“Order/SOW”) issued by Service Express and accepted by Customer; Service Descriptions; and other terms expressly referenced in the foregoing. In the event of a conflict between these General Terms and the Order/SOW, the Order/SOW will control.

1. **Defined Terms.** The following definitions apply for purposes of this Agreement, “Affiliate” means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party. “Effective Date” means the date of acceptance by Customer of the Order/SOW. “Services” has the meaning set forth in the Order/SOW. “Maintenance Services” means Services that are delineated as hardware maintenance services in an Order Schedule. “Covered Equipment” means Customer equipment identified in an Order Schedule for Maintenance Services. “Service Description(s)” means for Maintenance Services, the document(s) identified as “Service Descriptions” and available at <https://www.parkplacetechnologies.com/contracts/> and, for all other Services, the document(s) identified as “Service Terms” and available at <https://serviceexpress.com/terms-conditions/>. In relation to any Service Description(s) for Maintenance Services, any references to “Park Place Technologies” or “PPT” are to be read as “Service Express”. All capitalized terms used herein and not defined in these General Terms will have the meaning given to them in other parts of the Agreement.
2. **Term.** The term of the Agreement (the “Term”) commences on the Effective Date and terminates upon completion of the Services as provided in the Order/SOW. Availability of Services following the expiration of the Term are at the discretion of Service Express. If rendered, such Services are charged at Service Express’s Premium T&M Rates (Service Express’s standard time and materials rates plus 10%). If Services are requested and rendered for more than twenty (20) days following expiration of the Term, the order/SOW will be deemed automatically renewed for consecutive periods of sixty (60) days until notice of termination or renewal from Customer or termination by Service Express. The charges for auto-renew periods will be at the current applicable rates less, for the first auto-renew period, the Premium T&M charges.
3. **Service Modifications; Product Specific Limitations.** Customer may remove individual Covered Equipment from Maintenance Services by giving ninety (90) days prior written notice to Service Express. No early termination is permitted with respect to any other Services. Credits resulting from Covered Equipment removal from Maintenance Services will be pro-rated from the effective removal date based on a 30-day month. The document “Hardware Maintenance Product Details” sets forth certain limitations and disclaimers on Maintenance Services for identified equipment, and the document “Software Technical Support Product Boundaries” sets forth certain limitations and disclaimers on Software Technical Support Services for identified products. Each of these referenced documents is available at <https://www.parkplacetechnologies.com/contracts/> and is deemed part of the Agreement. Any references in such documents to “Park Place Technologies” or “PPT” are to be read as “Service Express”.

¹ Please see the footnotes in this document and Addendum A for alternative provisions required to comply with local laws.

4. Fees. Unless otherwise provided in the Order/SOW, all fees are invoiced annually in advance and are payable on net thirty (30) day terms. In the event fees are not timely paid, Service Express may (a) accelerate and demand payment in full of all amounts due, including any subsequent installment payments, and/or (b) suspend or terminate Services.
5. Customer Compliance. Customer will comply with all laws and regulations applicable to it under the laws of its jurisdiction. Customer is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer is not on any similar banned or sanctioned parties list of a non-U.S. jurisdiction. Customer will not access or use Services in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any person in connection with the Agreement. If Customer learns of any violation of the above restrictions, Customer will promptly notify Service Express. Customer represents that it has all requisite ownership, license or other rights required for Service Express to perform the Services without infringing rights of third parties. Service Express is fully committed to the respect of internationally recognized human rights worldwide; Customer acknowledges that it will not use any products, services, and technology procured from Service Express nor allow such products, services, and technology to be used for the violation of human rights.
6. Limited Warranty, Limitation of Liabilities and Excluded Losses.²
 - a. Service Express warrants that Services will be provided by supervised and qualified staff and will be provided in a good and workmanlike manner and in compliance with all applicable laws and regulations. THE WARRANTIES IN THIS SUBSECTION ARE THE SOLE WARRANTIES OF SERVICE EXPRESS AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - b. Service Express's total liability for any claim of any type whatsoever in connection with this Agreement is limited to proven direct damages caused solely by Service Express's gross negligence, willful misconduct, breach of warranty or breach of contract. Customer's exclusive remedy for any such claim will not exceed the fees paid by Customer during the one (1) year period preceding the date of claim. In no event will Service Express be liable for:
 - (i) any loss of, loss of use of, damage to, corruption of, destruction of, alteration of, or inability to access, use, or recover any data;
 - (ii) any loss of use, unavailability of, or downtime affecting any computer systems, servers, networks, software, applications, platforms, or equipment;
 - (iii) any business interruption, loss of production, loss of operations, or interruption of customer's business;
 - (iv) any cost of restoring, recovering, recreating, reconstructing, reloading, or replacing data, systems, or software, or any cost of substitute services, substitute systems, temporary services, or manual workaround; and
 - (v) any lost profits, lost revenue, lost savings, loss of goodwill, or any indirect, incidental, special, punitive, exemplary, extra-contractual, or consequential damages, whether any of the foregoing are alleged as direct, indirect, foreseeable, or otherwise.
 - c. No legal action arising under the Agreement may be brought by Customer against Service Express later than one (1) year after the claim arises.
7. Indemnification. Service Express will defend, indemnify and hold Customer harmless from

² See Addendum A for Paragraph 6 terms applicable to contracts entered into with Service Express Europe Limited (SE UK).

and against any liability, loss, damage, cost and expense (including without limitation reasonable attorneys' fees) suffered as a result of any third-party claim, demand, action or suit made or raised against Customer by reason of Service Express's infringement of any patent, trade secret, trademark, copyright or any other intellectual property right of any third party in relation to the Services. This commitment is conditioned upon Customer (i) providing Service Express with prompt written notice of the claim; (ii) giving Service Express sole control of the defense to the claim including settlement negotiations if any; and (iii) providing at Service Express's costs reasonable cooperation in the defense against the claim. Service Express shall have no obligation under this Paragraph 7 if the alleged infringement arises from Service Express's compliance with Customer equipment specifications or actions or uses by Customer.

8. **Insurance.** Service Express will maintain during the Term insurance with insurers of recognized financial responsibility against such losses and risks as are customary in connection with the provision of the Services as set forth in the applicable Service Description(s) or SOW. Upon request, Service Express will deliver to Customer a certificate of insurance evidencing the same.
9. **Data Protection.** In connection with the Services and the Agreement, Service Express will not access or otherwise process any personal identifiable information (meaning information relating to identified or identifiable natural persons), other than the names and contact details of individuals employed or engaged by Customer to the extent necessary to provide the services and administer the Agreement. In so doing, Service Express will act as an autonomous data controller, and hereby undertakes to comply with all obligations applicable to Service Express as a data controller under Regulation (EU) 2016/679 (General Data Protection Regulation) and other data protection laws regarding the safeguarding and lawful processing of personal data, to the extent applicable. The Client Information Notice, available at <https://www.parkplacetechologies.com/wp-content/uploads/2023/11/LEGPOL026-Information-Notice-pursuant-to-art-13-of-EU-Regulation-2016-679.pdf> and deemed incorporated into these General Terms, includes additional information on Service Express's processing activities in its capacity as an autonomous data controller. If Customer and Service Express enter into a data processing agreement, that agreement will supersede the provisions of this Paragraph 9.
10. **Confidentiality.** "Confidential Information" is written or electronic information provided by one party to the other which is marked as confidential or which the receiving party knows or should know is confidential or proprietary. The receiving party agrees not to use Confidential Information of the other party except in the performance of the Agreement or the Services. The receiving party will treat Confidential Information of the other party in the same manner as it treats its own Confidential Information and will use commercially reasonable efforts to protect the confidentiality of such Confidential Information. The obligation to keep information confidential does not apply to any information that has been disclosed in publicly available sources or is in the rightful possession of the receiving party without an obligation of confidentiality. In the event the receiving party is required to disclose Confidential Information by court order or operation of law, the receiving party will provide notice to the disclosing party prior to the required disclosure. The confidentiality obligations in this Paragraph 10 apply during the Term and for a period of two (2) years expiration. The parties will return or destroy Confidential Information of the other upon request.
11. **General.**
 - a. **Amendment.** The Agreement may not be changed, modified, or amended except in writing signed by both parties, and any such change, modification or amendment must expressly reference the Agreement.

- b. Subcontractors. Labor for the performance of Services may include skilled subcontracted personnel at Service Express's discretion, provided Service Express remains fully obligated to Customer for performance commitments and remedies as set forth in the Agreement.
- c. Assignment. Service Express may assign the Agreement to any of its Affiliates at any time by giving written notice to the Customer. Save as provided for by this section, neither party shall assign the Agreement, in whole or part, without the prior written consent of the other party.
- d. Entire Agreement. The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties. The Parties specifically agree that the Agreement supersedes, and renders void, any contrary terms and conditions contained in a purchase order, sales acknowledgment or other instrument, agreement or document not expressly referenced in the Agreement and incorporated as part of the Agreement.
- e. Termination for Breach, Insolvency. Either party may terminate an Order/SOW upon written notice to the other party if: (i) the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days after written notice specifying the breach; or (ii) the other party becomes insolvent, admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors, files or becomes subject to any bankruptcy, insolvency, reorganization, liquidation or similar proceeding, has a receiver, trustee or similar officer appointed for all or a substantial part of its assets, or ceases to conduct business in the ordinary course; provided that, with respect to any involuntary proceeding, such proceeding remains undismissed for sixty (60) days.
- f. No Implied Waivers. The failure of either party at any time to require performance by the other of any provision herein will not affect the right of such party to require performance at any time thereafter, nor will the failure of either party to take action regarding a breach of any provision of the Agreement be taken or held to be a waiver of the provision itself.
- g. Governing Law and Dispute Resolution. The Agreement is governed by (a) if the Service Express party is Service Express, LLC, the laws of the State of Ohio, and (b) otherwise, the commercial laws of the jurisdiction of the Service Express entity identified on the applicable Order/SOW. In the event of any controversy or claim arising out of or relating to the Services or the Agreement, the parties agree to first consult with each other and, recognizing their mutual interests, attempt to reach a satisfactory resolution. If they do not reach a resolution within a period of sixty (60) days, then, upon notice by a party to the other, unresolved controversies or claims will be finally settled by arbitration (i) if in the U.S., in Cleveland, Ohio, under the Commercial Arbitration Rules of the American Arbitration Association and applying the governing law stated above, and (ii) if outside of the U.S., in the nearest principal business location of Service Express, under the Rules of Arbitration of the International Chamber of Commerce and applying the governing law stated above, in either case by one arbitrator appointed in accordance with the applicable rules. The language of the arbitration will be English. The judgment on the award rendered by the arbitrator will be binding and may be entered in any court having jurisdiction thereof.³
- h. Force Majeure. Neither party will be liable for failure to fulfill its obligation under the Agreement if such failure is due to causes beyond a party's reasonable control, including, but not limited to, acts of God, pandemics, epidemics, or other widespread

³ See Addendum A for additional contract language applicable to contracts entered into with Service Express Europe Limited (SE UK).

health impairments, government advisements or orders, including but not limited to, travel and movement restrictions or border closings, acts of terrorism, war or acts of war, man-made or natural disasters, connectivity disruptions, material shortages, strikes, delays in transportation or other force majeure event. The time for performance of any such obligation will be extended by the period lost due to such cause, with Service Express agreeing to restore Services as soon as it reasonably is able to do so.

- i. Severability; Headings. Any provision of the Agreement which is determined to be prohibited or unenforceable by a court of competent jurisdiction will be ineffective only to the extent of such prohibition or unenforceability and will be severed without invalidating the remaining provisions of the Agreement. The headings used in the Agreement are for the convenience only and will not affect the interpretation of the Agreement.
 - j. Notice. For purposes of this Agreement, notice to Service Express will be in writing and addressed to Service Express, LLC at the address set forth on the Order/SOW or 747 Alpha Drive, Cleveland, OH 44143 USA, Attention: Office of General Counsel. Notice will be deemed given at the time it is delivered or presented for delivery to the addressee. Electronic notices are permitted in lieu of the above with the consent of the addressee.
 - k. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is confers on any person or entity other than the parties and their respective permitted successors and assigns any rights, benefits, remedies, obligations, or liabilities under or by reason of this Agreement.⁴
12. Non-Solicitation. Customer acknowledges and agrees that during the Term and for twelve (12) months after termination of the Agreement, it will not hire or solicit to hire any of Service Express's employees, contractors, or agents directly servicing Customer during the prior twelve (12) months without Service Express's prior written consent, excluding solicitation or hiring by means of general employment advertising or postings.
13. Translations. In the event the Agreement is presented in translated versions, for contract interpretation purposes, the English version controls unless otherwise provided on Addendum A.

⁴ See Addendum A for additional contract language applicable to contracts entered into with Service Express Europe Limited (SE UK).

ADDENDUM A TO GENERAL TERMS

The below are provisions that apply in, and only in, the identified jurisdiction.

Country	Country-Specific Terms
United Kingdom	<p>The following amendments to the General Terms shall apply where the Service Express party entering into the Order/SOW is Service Express Europe Limited:</p> <p>Paragraph 6 of the General Terms is deemed to include the following additional subpoint (d):</p> <p style="padding-left: 40px;"><i>“(d) The parties accept that nothing in these General Terms (including but not limited to Paragraph 6(b)) limits or otherwise excludes any liability for: (i) fraud or fraudulent misrepresentations; (ii) death or personal injury resulting from a party’s negligent actors or omissions in connection with the Order/SOW; or (iii) any liability which cannot be limited or excluded by law.”</i></p> <p>2, Paragraph 11(f) of the General Terms is deemed to include the following additional language:</p> <p style="padding-left: 40px;"><i>“This Paragraph 11(f) shall apply to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these General Terms, the Order/SOW or their respective subject matter or formation.”</i></p> <p>3. Paragraph 11(j) of the General Terms is deemed to include the following additional language:</p> <p style="padding-left: 40px;"><i>“A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.”</i></p>