Legal Information (dated July 2nd, 2025)

UniversalPOS® End-User License Agreement

BY CLICKING ACCEPT BELOW OR OPERATING UNIVERSALPOS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ,UNDERSTOOD, AND AGREED TO BE BOUND BY THE PROVISIONS OF THIS LEGAL AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE EXIT FROM THIS APPLICATION.

This UniversalPOS®, hereinafter referred to as "the Company", End-User License Agreement hereinafter referred to as the "Agreement", sets forth the terms and conditions under which you are granted a limited license to use:
(a) The UniversalPOS software, Universal Remote, Touch KDS Software, and any third party software, each as provided in digital form, with which this Agreement is provided, hereinafter referred to as the "Software"
(b) Any UniversalPOS web sites, (including Universal Remote), written materials, videos, technical reference documents, and Internet and other web delivered content provided or made available to you by the Company or its distributors, hereinafter referred to as the "Documentation"
(c) Service packs and Software update, and copies of the Software, if any, licensed to you by the Company, hereinafter referred to as "Updates".

Collectively the Software, Documentation and Updates are referred to as the "Licensed Materials".

The Software has been designed, developed and is owned by POS Simplicity Solutions Inc., hereinafter referred to as "the Developer". The Company distributes and licenses the Software pursuant to arrangements with the Developer, and all references in this Agreement to intellectual or industrial property rights in the Licensed Materials include, without limitation, the intellectual and industrial property rights of the Developer.

The Company grants to you a nonexclusive, non-transferable license to use the Licensed Materials upon the following terms and conditions:

1. Use of the Licensed Materials

1.1Terminal Installs:
You may install one copy of the Software on a single file server and/or a backup file server for the purpose of using the Software on a hard disk or other storage device on a single network. In no event shall the Software be installed on more than one network.

1.2 Maximum Usage:
In no event shall the Software be installed or used on any number of computers or made available to any number of users in excess of the Permitted Number of Computers and Users.

1.3 No Modification or Viewing:
You may not modify, alter, enhance, reverse-engineer, disassemble, decompile, make any attempt to view or use the source code of the Software, or create any derivative works from the Software. Any activity to obtain the underlying information or code that is not visible to the user in connection with the normal use of the Software is prohibited. Any attempt relating to any of the foregoing will be a material violation of this Agreement.

1.4 No Distribution for Profit:

The Software may not be used, disclosed, made accessible or distributed for profit.

1.5 Copyright Notices:

All copyright and other proprietary rights notices and legends of the Company and/or the Developer shall be maintained unaltered on the Software, and you shall not remove, obscure, or alter any such notice.

1.6 No Sale.

The Licensed Materials are licensed, not sold.

2. Proprietary Rights.

All title, ownership and copyrights to the Licensed Materials and any copies that you are permitted to make, and all intellectual and industrial rights therein (including without limitation, copyrights, trademarks, patents, industrial designs, trade names and trade secrets), are owned by POS Simplicity Solutions Inc., the Developer of the Software, and/or the Company and its licensors, and the structure, organization, and code of the Software and any Updates thereto are the valuable trade secrets of the Developer and the Company. The Licensed Materials are also protected by the copyright laws of various countries, international copyright treaties as well as other intellectual property laws and treaties. You may not copy the Licensed Materials, except as set forth in the 'Use of the Licensed Materials' section above. Trademarks can only be used to identify printed output produced by the Software and such use does not give you any rights of ownership in that trademark. Except as stated above, this Agreement does not grant you any intellectual or industrial property rights in the Licensed Materials.

The Developer reserves all rights, title and interest in and to the Software, including all source code, object code, algorithms, designs, architecture, and underlying technology, not expressly granted to you under this Agreement. No provision of this Agreement, and no act by the Company, any distributor, dealer or reseller, shall be construed as transferring, assigning or licensing to you, or to any third party, any ownership interest in the Developer's intellectual property. Any unauthorized use, reproduction, modification, reverse-engineering or distribution of the Software constitutes a material breach of this Agreement and an infringement of the Developer's intellectual property rights, entitling the Developer to pursue all available legal and equitable remedies, directly or through the Company.

3. Transfer.

You may not rent, lease, sublease, lend, disclose, host or otherwise share the Licensed Materials in any manner. You may not assign or transfer this Agreement or the Licensed Materials to any third party without prior written consent from the Company.

4. Software Updates.

At all times the use of any Update shall be governed by the provisions of this Agreement.

5. Software Maintenance Plan (SMP).

(The Mandatory Software Maintenance Plan MUST be purchased annually unless you are purchasing the Software under a Rental Model).

A CURRENT SOFTWARE MAINTENANCE PLAN IS MANDATORY FOR ALL FEATURES OF THE SOFTWARE TO FUNCTION. THESE FEATURE INCLUDE, BUT ARE NOT LIMITED TO, PROCESSING SALES, CREDIT CARD PROCESSING, ONLINE ORDER PROCESSING AND GIFT CARD PROCESSING. UNIVERSALPOS SOFTWARE MAY DEFAULT TO DEMONSTRATION MODE IF THE SMP EXPIRES.

The Company will provide the following Software Maintenance Services for the Software:

5.1 Service Packs.

The Companyshall provide Service packs to you on a periodic basis as such corrections and bug fixes are developed and bundled. Service Packs mean bug fixes and corrections to the Software.

5.2 Upgrades.

The Company shall provide Upgrades to you on a periodic basis. Upgrades mean a new version of the Software which may include significant changes from the previous version. The Software is identified by anumber, in the form of Y.Z where Y is the release year and Z is the release number.

5.3 Exclusions.

Software Maintenance does not include any of the following

a. Support of any kind
b. Education or training
c. Software customization
d. Data recovery due to lost data
e. Hardware support

5.4 Annual Software Maintenance Fees.

Annual Software Maintenance Plan Fees (except if you arepurchasing under a Rental Model) shall be due and payable within thirty (30) days of thedate prior to the expiration of the current Software Maintenance Plan or on the anniversary of the software purchase, prior to the commencement of each said twelve (12) month period and shall be billed at The Company's then current rates.

5.5 Liability.

To the fullest extent permitted by applicable law, in no event will the Company or its suppliers, licensors and distributors be liable for any consequential, indirect, incidental, punitive, or special damages whatsoever, including without limitation, any lost profits, lost savings, lost business, lost data or any other loss suffered or incurred by you or any third party arising from or in connection with the Licensed Materials whether due to the Company's negligence, breach of duty, the Company's termination of the functionality of certain features of the Software for non-payment of the Software Maintenance Plan or any other reason or cause whatsoever.

5.6 Responsibility.

It is the sole responsibility for the user of the Software to make sure the Software Maintenance Plan is paid for fully before the expiry of the current Software Maintenance Plan.

6. UNIVERSAL REMOTE.
Universal Remote reports a sale snapshot only. Many things can affect the reliability of the sales information reported on Universal Remote. Always rely only on sales information reported directly from the point of sales local system.

7. NO WARRANTY.
The Software is provided “as is” without a warranty of any kind, either expressed or implied including but not limited to warranty and merchantability fitness for a particular purpose. No distributor, dealer or any person are authorized to expand or alter this warranty or anyother provisions of this Agreement. UniversalPOS does not warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free or free from malicious code.

8. DISCLAIMER OF WARRANTIES.
Except for the limited warranty mentioned in the Agreement, the Company, and its dealers, licensors and distributors make no representation, warranties or conditions, expressed, implied, statutory and expressly disclaim to the fullest extent permitted by applicable law all other representations, warranties and conditions, either expressed or implied, as to any and all other matters, including but not limited to non-infringement of third party rights, merchantability, merchantable quality or fitness for any particular purposeand the Company, and its suppliers do not and cannot warrant the performance or results you may obtain by using the Licensed Materials.
You assume full responsibility for the selection of the Licensed Materials to achieve your intended results, for the selection and purchase of any equipment necessary to use the Licensed Materials and for the installation, use and results obtained from the Licensed Materials. You are responsible for taking precautionary measures to prevent the loss or destruction of your data and databases such as, for example, making regular backups and verifying the results obtained from using the Licensed Materials,and the Company, and its suppliers, shall have no liability whatsoever for any such loss or destruction. Somestates, provinces or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the fullest extent permissible, any implied warranties determined to exist are limited to thirty (30) days.

9. Limitation of Liability.
(a) For any breach or default by the Company on any of the provisions of this Agreement, or with respect to any claim arising from or related to this Agreement or the Licensed Materials, the Company's entire liability for the customer's direct, provable damages shall in no event exceed the amount paid for the Licensed Materials that are subject of the claim, and in the aggregate with respect to all claims under or related to this Agreement, the amount paid for the Licensed Materials in the last 12 months of this Agreement.
(b) To the fullest extent permitted by applicable law, in no event will the Company or its suppliers, licensors and distributors be liable for any consequential, indirect, incidental, punitive, or special damages whatsoever, including without limitation, any lost profits, lost savings, lost business, lost data or any other loss suffered or incurred by you or any third party arising from or in connection with the use of the Licensed Materials or the Company's termination of this Agreement in accordance with the terms hereof, even if a representative of UniversalPOS, or any of its suppliers, licensors or distributors has been advised of the possibility of such damages, or for any claim by any third party. The Company or its suppliers will not have any liability for any untrue statement or representation made by their agents or anyone else upon which you relied upon entering into this Agreement.
(c) The limitations, exclusions and disclaimers in this Agreement shall apply irrespective of the nature of the cause of action, demand or claim, including but not limited to breach of contract, negligence, tort, strict liability or any other legal theory and shall survive a fundamental breach or breaches or the failure of the essential purpose of this Agreement or any remedy herein.
(d) The aforesaid limitation liability shall not be construed as limited to defects in the LicensedMaterials, but shall also apply to all defects/mistakes in: (1) preset data programmed by the Company; and (2) defects in Documentation. Under no circumstances shall the Company be liable for any damages resulting from failure of the Licensed Materials to comply with specifications of any local governmental authority. You shall be responsible for determining the applicability of any local laws or regulations in any specific country with respect to use of the Licensed Materials and shall also inform the Company prior to your acceptance of this Agreement of any such laws or regulations. Any additional costs associated with compliance with suchlaws or regulations shall be borne by you.

10. Termination.
Without limiting any rights or remedies available to it at law or in equity, upon providing you with written or emailed notice the Company may terminate this Agreement in the event of your breach of this Agreement, including, but not limited to, your failure to pay Annual Software Maintenance Fees or any other amounts due, including purchases of hardware or software licenses, and in such instances when, in the Company's sole judgment, a cure can be effected, your failure to cure such breach within ten (10) days of written notice thereof. Upon termination you shall cease all use of the Licensed Materials, and return or permanently destroy all copies of the Licensed Materials. Upon the Company's request, you shall certify in writing that the Licensed Materials and all copies thereof have been returned or permanently destroyed.

11. Governing Law.
This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and treated in all respects as an Ontario contract. You herebyagree to submit to the exclusive jurisdiction and venue of the courts of the Province of Ontario for the purposes of adjudicating any dispute or action arising out of or in connection with this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

12. Export Restrictions.
You agree that you will not export or re-export the Software except as authorized by Canadian law and the laws of the jurisdiction in which the Software was obtained.

13. Compliance with Licenses.
You agree that upon request of the Company or the Company's representative, you will within thirty (30) days fully document and provide an officer's certificate that your use of any and all Licensed Materials at the time of the request is in conformity with your valid licenses from the Company.

14. Applicability of License.
The terms and conditions of this Agreement shall apply to all Licensed Materials ordered by and delivered to you or your representatives as well as all Updates or subsequent license purchases unless superseded by a Licensed Agreement bearing a later date. If you are purchasing licenses for multiple site locations, the terms and conditions of this Agreement shall apply to the installation locations identified in your sales agreement.

15. Installation by Agent or other Third Party.
If you are downloading or installing the Software on behalf of another person or entity, you hereby represent and warrant that you have the authority to bind the party or entity for which you are performing the download or installation to the terms and conditionsof this Agreement. If you do not have such authority, you may not download or install the Software.

16. General Provisions.
This Agreement shall automatically terminate upon failure by you to comply with its terms, in which event you must destroy all copies of the Licensed Materials. This Agreement may only be modified by way of a written documentduly signed by an authorized officer of the Company. If any provision of this Agreement is deemed invalid or unenforceable by any court having competent jurisdiction, that particular provision will be deemedmodified to the extent necessary to make the provision valid and enforceable, and the remaining provisions will remain in full force and effect. This Agreement shall be binding upon, and shall ensure to the benefit of, the parties hereto and their agents, successors and permitted assigns.

ACKNOWLEDGEMENT
YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOODIT, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN. YOU ALSO AGREE THAT THE THIS AGREEMENT AND THE LIMITED WARRANTY ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ALL PROPOSALS OR PRIOR AGREEMENTS ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THE LICENSE OR THE LIMITED WARRANTY.