

TERMS OF SERVICE (SUBLICENSE AGREEMENT)

This document defines the terms of service in regards to iiko restaurant software.

Having paid the license fee against the invoice, issued towards you by the Sublicensor, you are considered to have agreed to the conditions of the current License agreement and the Agreement is considered to be concluded.

Definitions

“General Terms of Service” (Sublicense agreement) – sublicense agreement concluded between Smarttek (“Sublicensor”) and the Legal entity or Individual (“Licensee”).

“Software” shall mean the computer Software or Software kit for a computer which is considered to be a result of an intellectual activity, for which according to this Agreement the right of use is granted. The Licensee guarantees, that he has the legal capacity to provide the right to use the Software which is enough to conclude this Agreement.

“License” means the right to use the functionality of the software copy by the Licensee under the terms of a simple (non-exclusive) non-transferable license.

“License Type” means the type of License granted to the Licensee specified in the invoice.

“Workplace” – computer that is used for running a software connection

“iikoCloud” is a SaaS type of license which is granted to a legal entity or an individual for a period paid.

1. SUBJECT OF THE AGREEMENT

- 1.1. The Sublicensor shall provide the Licensee with the Software License (a simple non-exclusive license) in accordance with this Agreement and the Licensee shall pay the license fee to the Sublicensor.
- 1.2. The name and version of the software, the amount of remuneration to the Sublicensor for the Licenses, the number of Licensed workplaces (if applicable), the types of licenses as well as the period for granting the rights to use the software are specified in the Invoice issued by the Sublicensor.

2. LICENCE TERMS AND CONDITIONS

- 2.1. Sublicensor grants on the conditions of a simple (non-exclusive) license the following rights:
 - 2.1.1. to use the Programs and to carry out the actions necessary for the functioning of the Programs in accordance with its purpose;
- 2.2. All the rights for the software which are not named and stipulated directly in this Agreement shall not be granted to the Licensee.
- 2.3. The following is FORBIDDEN to the Licensee as well:
 - 2.3.1. Reproduce the software, that is, make one or more copies of the software, except when the copy of the software is reproduced in accordance with the terms of this Agreement.
 - 2.3.2. Distribute software copies through sale or other alienation.
 - 2.3.3. Import copies of the software.
 - 2.3.4. Rent a copy of the software.
 - 2.3.5. Software modification, including but not limited to the implementation of the changes into the object code of the software or its databases including the cases of the correction of obvious errors which is allowed to be done only by the means included into the Software kit and described in the Documentation.
 - 2.3.6. To disassemble, to decompile the Software (to transform the object code into the source code), including the software, databases and other Software components, excluding the cases and only to the extent when it is clearly allowed to be done by applicable law.
 - 2.3.7. To make the software available to the public (in the way, so that any person could get the access to the software from any place and at any time on the person's choice).
- 2.4. The Licensee undertakes not to copy any materials transmitted together with the Software.
- 2.5. Licensee is entitled to reproduce the documentation for the software, as well as other information materials transmitted together with the software, in an amount not exceeding the number of software licenses transferred without the right to transfer to such materials to the third parties.
- 2.6. The Licensee undertakes not to remove or make unobtrusive any notice of copyright, trade name, trademark or patent rights that are used in the Software.
- 2.7. The Licensee is obliged to use the software in compliance with the technical requirements established by the Sublicensor defined in Annex 1 to this Agreement

3. PROCEDURE FOR TRANSFER OF RIGHTS TO THE SOFTWARE

- 3.1. The license should be granted to the Licensee in the term of 15 (five) days after payment of the license fee to the Sublicensor
- 3.2. In the term of 15 (five) days after the payment of the license fee, Sublicensor electronically sends Deed of access to a software for a Licensee and installation instructions. In case the POS equipment is provided, the software will come installed on it.
- 3.3. User documentation about the software can be found on the <https://en.iiko.help/home/>.

- 3.4. The technical requirements for the equipment on which the software can be used are indicated in Annex 1 to this Agreement. If the Licensee fails to comply with these technical requirements, the Sublicensor should not bear the responsibility for impossibility of software installation, software performance, software manufacturing, data loss,
- 3.5. The Licensee undertakes to comply with this License agreement, as well as other requirements set forth in the User's Guide or other software documentation and not contrary to this agreement.

4.INTERNET / NETWORK REQUIREMENTS

- 4.1. Licensor's Software products require a reliable and robust connection to the internet / local network to provide timely data processing and reporting. It is the Licensee's responsibility to ensure that it has an appropriate internet / local network connection in place prior to installation of the Software and to also ensure that the internet connection is maintained correctly and includes an up-to-date firewall. The recommended internet speeds are a minimum 6 Mbps download speed and 0,75 Mbps upload speed to provide operation of up to 3 till devices. Larger locations / installations will need higher internet speeds as appropriate to the size of installation and business. This speed requirement does not include any additional internet usage required over and above the Licensor's Software products such as staff or guest networks or other business requirements. Internet speeds and consistencies can be checked by using internet speed test websites or by contacting the applicable internet service provider.
- 4.2. The Licensee is solely responsible for any connection charges, line rental charges and call charges in relation to any Products.
- 4.3. Whilst Licensor's representatives may provide advice and an indication of the suitability of the Licensee's internet / local network connection, it remains the Licensee's sole responsibility to ensure it has a suitable internet / local network connection both before and after License is purchased. Licensor is not responsible for any slow responses to its Software products, including where this is caused by the Licensee's poor internet / local network connection.
- 4.4. Provision of Local Area Network (LAN) infrastructure (e.g. cabling, network switches, WAN router) is the responsibility of the Licensee and should be appropriate to the size of business and criticality of the operation.
- 4.5. Where the Software product is to be used over wi-fi (e.g. tablets/mobile devices) (where applicable):
- 4.6. the Licensee is responsible for the setup, configuration and management of both the wi-fi infrastructure and the Licensee devices. This includes ensuring wi-fi coverage in required areas and ensuring network dropouts due to wi-fi roaming are minimized;
- 4.7. The Licensee must consider that wi-fi is not as robust as a wired network and network dropouts can occur due to wi-fi coverage, access point roaming, tablet sleep modes as well as other environmental factors.
- 4.8. Licensor's Software products are designed to work offline, but where no network connection (LAN or WAN) is available or the network connection is unreliable, some functionality is reduced.
- 4.9. Where Licensee devices are used offline for long periods, the Licensee must ensure that such devices are regularly (at least every 14 days) connected to the internet to ensure data is synchronized with its servers. All till devices must regularly (at least every 14 days) perform 'Close Cash Shift' operations to ensure that the local data store can be transmitted to the servers.

5.TERMS AND TERMINATION OF THE PRESENT AGREEMENT

- 5.1. This Agreement comes into force from the moment of payment of the first license fee by the Licensee and is valid during the period of paid licenses. If the Licensee doesn't pay the license fee for the next month or other period that is indicated in invoice, this Agreement will be terminated and the license will be stopped.
- 5.2. In all other cases, not stipulated by this Agreement, the Parties shall be governed by the current legislation of Latvia (the applicable law for this Agreement).

6.CONFIDENTIALITY

- 6.1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Licensee which would reasonably be considered to be proprietary to the Licensee including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Licensee and where the release of that Confidential Information could reasonably be expected to cause harm to the Licensee.
- 6.2. The Licensor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Licensor has obtained, except as authorized by the Licensee or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

7.DATA PROTECTION

- 7.1. In this Clause [7], “Data Protection Legislation” means the EU General Data Protection Regulation 2016/679; together with all other applicable legislation relating to privacy or data protection and including any statute or statutory provision, which amends, extends, consolidates or replaces the same. The terms “personal data”, “data subject”, “controller”, “processor” and “process” (and its derivatives) shall have the meanings given to them in the Data Protection Legislation.
- 7.2. Each party shall comply with its obligations under Data Protection Legislation in respect of personal data processed by it in connection with the Contract and the Services (“Relevant Personal Data”).
- 7.3. Licensor shall act as a processor of the Licensee in respect of the Relevant Personal Data. ANNEX 2 sets out the scope of the processing carried out by Licensor.
- 7.4. Licensor shall:
 - 7.4.1. only process Relevant Personal Data: (a) to the extent necessary to provide the Services; (b) in accordance with the specific instructions of the Licensee (save to the extent, in the opinion of Licensor, such instructions infringe the Data Protection Legislation, in which case Licensor shall notify the Licensee); or (c) as required by any competent authority or applicable law;
 - 7.4.2. implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk relating to its processing of the Relevant Personal Data;
 - 7.4.3. keep, and procure that its employees and agents keep, Relevant Personal Data confidential in accordance with the confidentiality obligations set out in Clause [6];
 - 7.4.4. notify the Licensee without undue delay, and provide reasonable cooperation after becoming aware of a personal data breach relating to Relevant Personal Data in Licensor’s possession or control as required pursuant to the Data Protection Legislation;
 - 7.4.5. provide reasonable cooperation and assistance to the Licensee in relation to any request by a data subject to have access to Relevant Personal Data held about them or in relation to a reasonable request, allegation or complaint by a competent authority or data subject, including notifying the Licensee in writing without undue delay of receipt of any request (save to the extent prevented from doing so by applicable law);
 - 7.4.6. be entitled to recover any reasonable costs incurred in assisting the Licensee in meeting its obligations under the Data Protection Legislation; and
 - 7.4.7. at the reasonable request of the Licensee, delete or return all Relevant Personal Data held by Licensor to the Licensee on termination or expiry of the Contract.
 - 7.4.8. to the extent required by Data Protection Legislation, Licensor shall maintain a record of its processing activities and provide such cooperation and information to the Licensee as is reasonably necessary for the Licensee to demonstrate compliance with Data Protection Legislation. Such cooperation shall include permitting the Licensee, at the Licensee’s sole cost and expense, to audit Licensor’s compliance with this Clause [7] provided that (unless expressly required otherwise by any competent authority):
 - 7.4.9. reasonable notice of not less than 30 days is given of any proposed audit and the parties shall, acting reasonably, agree the scope and parameters of any such audit;
 - 7.4.10. where an audit is required by the Licensee, such audit shall be conducted during regular business hours, subject to Licensor’s policies and may not unreasonably interfere with Licensor’s business activities;
 - 7.4.11. the audit shall be subject to Licensor’s duties of confidentiality owed to any of its customers or employees; and
 - 7.4.12. the rights granted in this Clause [7.5] may not be conducted more than once in any calendar year.
- 7.5. The Licensee authorises Licensor to use any subcontractor to process Relevant Personal Data as a subprocessor of the Licensor provided that Licensor shall ensure that (a) such processing is subject to a written contract or other legal act with such sub-processor containing data protection obligations no less onerous than those set out in this Clause [7] and (b) Licensor shall remain liable for the acts and omission of any such sub-processor with respect to the processing of Relevant Personal Data. A list of Licensor’s material subprocessors appointed is set out at paragraph 6 of ANNEX 2.
- 7.6. Licensor shall be entitled to process Relevant Personal Data in or transfer to any jurisdiction including a jurisdiction outside the European Economic Area (“EEA”) (including transferring to any subcontractor), provided that such transfer is permissible under Data Protection Legislation.

8. HARDWARE REQUIREMENTS

- 8.1. The hardware of the Licensee has to comply with minimum system requirements to be able to operate the Software correctly:
- 8.2. POS terminal
 - CPU: 2 cores, 4 threads, starting from 2 GHz, Cache 2MB+
 - RAM: 2GB+ (4GB recommended);
 - HDD: 128GB (SSD recommended);
 - Network: 100Mbit Ethernet;
 - Display: Touch-screen, Resolution 1024x768;
 - Operating system: Windows 7 SP1, Windows Embedded POSReady 7 or higher
- 8.3. KDS terminal

- CPU: 2 cores, 4 threads, starting from 2 GHz, Cache 2MB+
- RAM: 2GB+ (4GB recommended);
- HDD: 128GB (SSD recommended);
- Network: 100Mbit Ethernet;
- Display: Resolution 1024x768 or better; 32" recommended
- Bump-bar: Bematech KB-1700 or any PS/2 compatible keyboard
- Operating system: Windows 7 SP1, Windows Embedded POSReady 7 or higher

8.4. Printers

- Only Epson TM-88 compatible printers are supported.

8.5. The Licensor does not bear responsibility for the Licensee data integrity and for the Software failure which might be a case when a PC, operating this software, is not connected to the power line through an intellect control UPS device.

8.6. The Licensor does not bear responsibility for the operational condition of the receipt printing hardware in case the PC where the software is installed and which interacts to this hardware is not connected to the power line using a UPS device

DETAILS OF PROCESSING OF LICENSEE RELEVANT PERSONAL DATA

This paragraph includes certain details of the Processing of Licensee Relevant Personal Data as required by Article 28(3) GDPR.

1. Subject matter, nature and purpose of processing: Personal data are processed in order to comply with TERMS OF SERVICE (LICENSE AGREEMENT);
2. Duration: for the term of this TERMS OF SERVICE (LICENSE AGREEMENT);
3. Types of Relevant Personal Data and categories of data subjects:
4. Licensee's Employee data (mandatory to provide ability to perform business operations using iiko products and in order to communicate with the Licensee during the term of TERMS OF SERVICE (LICENSE AGREEMENT);

4.1. Personal data processed to provide ability to perform business operations using iiko products (none of the fields are mandatory in iiko system, it is up to the Licensee as data controller to determine the set of fields to be used:

- a) Name;
- b) Surname;
- c) Middle Name;
- d) E-mail address;
- e) Phone number(s);
- f) Position/Role;
- g) Gender;
- h) Date of birth;
- i) Address;
- j) Phone;
- k) E-mail;
- l) ID/Passport;
- m) VAT No;
- n) Payment rates;
- o) Work schedule;
- p) Photo;
- q) Validity periods for medical certificates;

4.2. Licensee's Customers data (only in case of Licensee specified necessity to load Customers data into the iiko products, most of fields are not mandatory to fill in):

- a) Name (mandatory);
- b) Surname;
- c) Phone (mandatory for delivery/collection orders and for banquets/reservations);
- d) Address (mandatory for delivery orders);
- e) Address location;
- f) E-mail;
- g) Gender;
- h) Date of birth;
- i) Additional address or Customer info.

5. The obligations and rights of the Licensee are set out in the TERMS OF SERVICE (LICENSE AGREEMENT);

6. Subprocessors used:

6.1. CJSC IIKO

6.2. AdminVPS Ltd