A N D R O M E D A

Master Services Agreement

Version 6.0

28 October 2026

Andromeda Services UK Ltd
Regus, 400 Pavilion Drive, Northampton NN4 7PA
accounts@androtech.com | andromedapos.com

Master Services Agreement

This Agreement is made between:

Andromeda Services UK Ltd, a company registered in England and Wales with company number 10697032, whose registered office is at Regus, 400 Pavilion Drive, Northampton NN4 7PA ("Andromeda", "we", "us", "our")

and

The Customer, the business named on the Order Form ("Customer", "you", "your")

Together the "Parties" and each a "Party".

Plain-English summary (not a substitute for the terms below)

We run your ordering website, app, Andromeda Hub, kiosk and back-office tools as a monthly subscription. The Andromeda Hub is included in every plan; add-on hardware (kiosks, KDS screens, extra POS units) and aggregator integration (an optional add-on to any plan) are charged monthly as shown on the Order Form. All hardware stays our property on loan. You can leave, upgrade or downgrade month-to-month with one month's notice — you just need to return the hardware in good working order. We may adjust prices once a year with a month's notice (usually by inflation). We limit our liability, look after your data as a processor under UK GDPR, and run the relationship under English law. Payments come out of your sales takings, by direct debit or by a card we keep on file. Setup fees are paid by Pay by Link. We don't accept cheques or cash.

1. What this agreement is for

1.1 This Master Services Agreement (the "Agreement") sets out the terms on which Andromeda provides its restaurant technology platform (the "Platform") and related hardware, services and support to the Customer.

1.2 The Agreement is made up of:

- (a) these main terms;
- (b) Schedule 1 — Services Description;
- (c) Schedule 2 — Triple Guarantee;
- (d) Schedule 3 — Data Processing Agreement;
- (e) the Order Form signed by the Customer; and
- (f) the Service Level Agreement published at andromedapos.com/legal/service-level-agreement.html (the "SLA").

1.3 If there is a conflict between documents, the order of precedence is: (1) the Order Form, including any optional service or price confirmed in writing under clause 5.1; (2) this MSA; (3) the Schedules; (4) the SLA.

1.4 By signing the Order Form — electronically or in writing — the Customer accepts this Agreement.

2. Starting, running and ending the Agreement

2.1 Start

2.1.1 The Agreement starts on the date the Customer signs the Order Form (the "Effective Date").

2.1.2 Monthly fees begin on the Service Start Date, which is the earlier of (a) the date the Platform is installed and available for live trading at the first Site, and (b) 30 days after hardware is delivered to the Customer's premises.

2.2 Term

2.2.1 The Agreement runs month to month from the Service Start Date. There is no minimum term.

2.2.2 Either Party may end the Agreement — or any individual Service or Site — with one calendar month's written notice by email to accounts@androtech.com, subject to the hardware return obligations in Schedule 2.

2.3 Suspension

2.3.1 We may suspend the Platform (in whole or for a specific Site) where (a) fees are overdue by more than 14 days after a written reminder, (b) continued access would create a security or regulatory risk, or (c) we are required to do so by law.

2.3.2 Where we suspend for non-payment we will give the Customer 7 days' email notice before suspension, and we will restore the Platform once the arrears are cleared.

2.4 Ending for cause

2.4.1 Either Party may end the Agreement immediately by written notice if the other:

- (a) materially breaches the Agreement and fails to fix the breach within 30 days of a written request; or
- (b) becomes insolvent, ceases to trade, or has an administrator, receiver or liquidator appointed.

3. The Platform and the Services

3.1 We provide the Services set out in Schedule 1 and on the Order Form.

3.2 We will provide the Services with reasonable skill and care, in line with prevailing good industry practice, and in accordance with the SLA.

3.3 We may improve, update or replace features, and may retire features that are no longer viable, provided the overall Service does not materially decline. We will give reasonable notice of material feature changes.

3.4 The Customer will:

- (a) provide accurate business information, menus, branding and pricing;
- (b) keep internet connectivity live at each Site so we can provide remote support;
- (c) operate the Platform in line with our published user guides and reasonable instructions;
- (d) keep user credentials confidential and tell us immediately if credentials are compromised;
- (e) comply with all applicable laws — including food safety, allergen, employment and consumer protection laws — in the operation of its business; and
- (f) not resell, sublicence or reverse-engineer the Platform.

4. Hardware

4.1 Where the Customer takes hardware on bundled rental (the default), the hardware remains the property of Andromeda at all times. The Customer has a licence to use it for the duration of the Agreement.

4.2 The Customer will:

- (a) keep the hardware in the condition in which it was supplied, allowing for fair wear and tear;
- (b) use the hardware only for its intended purpose and in line with the manufacturer's and our instructions;

- (c) not move, relocate, modify, dismantle or connect non-approved peripherals to the hardware without our written consent;
- (d) not allow any third party to service, repair or open the hardware;
- (e) insure the hardware against loss, theft, fire and accidental damage for its full replacement value; and
- (f) allow Andromeda or its engineers reasonable access to inspect, service or replace the hardware.

4.3 **Hardware refresh.** Where bundled hardware is supplied, Andromeda will refresh the core POS hardware on a five-year cycle at no charge, provided the Agreement is in good standing.

4.4 **Return on termination.** On termination, the Customer will, at its own cost and within 14 days:

- (a) power down and disconnect all hardware;
- (b) pack each item in the supplied packaging (or equivalent) with all supplied peripherals — including power supplies, cables, brackets, stands, mounts, scanners, receipt printers, cash drawers, kiosks, KDS screens and OrderPads; and
- (c) return the hardware to the address notified by Andromeda using our nominated courier.

4.5 **Hardware return charges.** If returned hardware is missing, incomplete or damaged beyond fair wear and tear, or is not returned within 14 days of termination, Andromeda may charge the Customer for:

- (a) the replacement cost of each missing or damaged item at our published list price at that time;
- (b) a refurbishment charge of up to £75 per unit where cosmetic damage exceeds fair wear and tear; and
- (c) a collection fee where Andromeda is required to collect the hardware in person.

Andromeda will provide an itemised invoice and supporting photographs. Charges under this clause are due within 14 days of invoice.

4.6 **Fair wear and tear** means the reasonable deterioration expected from normal operational use in a restaurant environment. Cracked screens, liquid damage, burn marks, missing parts, defacement and damage caused by misuse or third-party intervention are not fair wear and tear.

5. Fees and payment

5.1 The fees and charges for the Services — the monthly plan fee, add-on hardware, set-up and transaction fees — are as set out in the Order Form, which also states what the Customer's plan includes. The Andromeda Hub is included in every plan; add-on hardware (kiosks, KDS screens, extra POS units) is charged monthly as shown on the Order Form. Aggregator integrations (Schedule S1.7) are not included in any plan; where the Customer takes them they are an optional paid add-on to any plan, charged monthly at the aggregator integration price on the Order Form. Optional services not shown on the Order Form — premium modules, SMS, OrderPad and other accessories — are charged at Andromeda's list prices published at andromedapos.com/legal/terms at the time the Customer orders them, and Andromeda will confirm the price to the Customer in writing (email is enough) before the service starts. Where Enterprise pricing has been agreed in writing with the Customer, it is the pricing agreed in writing.

5.1.1 Where the Order Form lists a platform fee for kiosk, pay-by-link and order-at-table transactions, that fee includes card processing, and no separate card-processing charge is made on those transactions. No platform fee is charged on card payments taken at the POS, which carry the card-processing charge on the Order Form only.

5.2 **Payment methods.** All recurring fees will be paid by one of:

- (a) deduction at source from card-present and online card settlements processed through Andromeda (the default, where the Customer uses Andromeda card processing);
- (b) GoCardless direct debit from a nominated UK bank account; or
- (c) a credit or debit card kept on file with our payment provider.

5.3 Setup fees and one-off professional-services charges are paid by Stripe Pay by Link on issue of invoice, ahead of work commencing.

5.4 Andromeda does not accept cheques, cash, bank transfer or BACS payment for recurring fees.

5.5 Invoices are issued monthly on the 1st of each month. The monthly plan fee and add-on hardware fees are invoiced for that month; transaction fees and third-party pass-through charges are invoiced for the preceding month. Payment is collected within 5 working days of the invoice date by the payment method set up under clause 5.2.

5.6 Where a settlement balance is insufficient to cover the fees due, Andromeda will attempt deduction from the direct debit or card on file and will notify the Customer of any shortfall.

5.7 All fees are stated exclusive of VAT, which is added at the prevailing rate.

5.8 **Late payment.** We may charge interest on overdue amounts under the Late Payment of Commercial Debts (Interest) Act 1998 at the statutory rate, and we may suspend the Services under clause 2.3.

5.9 **Third-party pass-through.** Where the Customer uses third-party services booked through the Platform — including Uber Direct, SMS messaging, and third-party card processing — the Customer pays those third parties' rates together with the Andromeda booking fee set out in the Order Form or, for a service not shown on the Order Form, the price confirmed under clause 5.1.

5.10 **Price changes.**

5.10.1 Andromeda may change any of the fees set out in the Order Form once per calendar year, on one calendar month's written notice to the Customer.

5.10.2 Any change will typically track the UK Consumer Prices Index (CPI) published by the Office for National Statistics for the preceding twelve months.

5.10.3 Where an increase exceeds CPI + 5 percentage points in a single year, the Customer may end the Agreement without charge by giving written notice within 30 days of the change notice, subject to the hardware return obligations in clause 4.

5.10.4 Third-party pass-through rates (Uber Direct's per-order rate, SMS carrier rates, card processing rates where Andromeda is not the processor) may change more frequently where the underlying third party updates its pricing. If Stripe, Uber or another underlying provider increases its fees, Andromeda may pass that increase on to the Customer, and will notify the Customer with the same month's notice where practicable.

6. Triple Guarantee

6.1 Andromeda's Triple Guarantee is contractually binding and is set out in Schedule 2. In summary:

- **No lock-in.** Month-to-month, one month's notice, final invoice pro-rated, subject to hardware return.
- **Hardware on loan.** The Andromeda Hub is included in every plan; title to all hardware remains with Andromeda, and replacement cost applies for missing or damaged items.

- **Upgrade or downgrade any time.** Pro-rated on the next invoice, no penalty.

6.2 Exit under the Triple Guarantee is a right to end the Agreement — it is not a cash refund of fees already paid for services received.

7. Intellectual property

7.1 Andromeda retains all rights in the Platform, its software, documentation, APIs, designs, trademarks and brand. The Customer is granted a non-exclusive, non-transferable, revocable licence to use the Platform during the Agreement solely for the operation of its business.

7.2 The Customer retains all rights in its own data, menus, recipes, branding, logos and customer database. The Customer grants Andromeda a licence to host, store, process and display that content to the extent needed to provide the Services.

7.3 Where the Customer uses our online ordering service, the Customer's domain and customer database belong to the Customer. On termination, we will export the Customer's customer database on written request, at no charge, in a common format (CSV).

7.4 We may use aggregated, anonymised usage data — for example, order volumes and feature usage — to improve the Platform and for benchmarking. We will not publish data that identifies an individual Customer without consent, other than with the Customer's name used as a logo or case study once written consent is given.

8. Confidentiality

8.1 Each Party will keep the other's confidential information confidential and will not use it except to perform this Agreement. This does not apply to information that is public, lawfully received from a third party, independently developed, or required to be disclosed by law.

9. Data protection

9.1 Schedule 3 is the Data Processing Agreement between the Parties and meets the requirements of Article 28 of the UK GDPR.

9.2 In broad terms the Customer is the controller of its customer data and Andromeda is the processor. Andromeda will only process the Customer's personal data on the Customer's instructions, will keep it secure, and will help the Customer meet its obligations to data subjects and regulators.

10. Warranties and disclaimers

10.1 Each Party warrants that it has the authority to enter into this Agreement.

10.2 Andromeda warrants that the Platform will perform substantially in line with the documentation and the SLA. The Customer's sole remedy for a breach of this warranty is for Andromeda to use reasonable efforts to fix the defect, failing which the Customer may end the Agreement under clause 2.2.

10.3 Except as expressly stated, the Platform is provided "as is". We do not warrant that it will be uninterrupted or error-free, or that it will meet every requirement the Customer has in mind.

11. Limitation of liability

11.1 Nothing in this Agreement limits or excludes any liability that cannot legally be limited or excluded, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded under applicable law.

11.2 Subject to clause 11.1, Andromeda is not liable — whether in contract, tort (including negligence), breach of statutory duty, or otherwise — for:

- (a) loss of profits;
- (b) loss of sales, revenue or anticipated savings;
- (c) loss of business, business opportunity or goodwill;
- (d) loss, corruption or recovery of data (save where caused by our material breach of Schedule 3);
- (e) any indirect, consequential or special loss; or
- (f) events beyond our reasonable control (see clause 13).

11.3 Subject to clauses 11.1 and 11.2, our total aggregate liability under or in connection with this Agreement in any 12-month period is limited to the lower of (a) £10,000 and (b) the fees paid by the Customer to Andromeda in the 12 months immediately preceding the event giving rise to the claim.

11.4 This clause reflects the commercial bargain between the Parties, the subscription nature of the Services, the monthly right to exit, and the availability of insurance. The Parties acknowledge these limits are reasonable within the meaning of the Unfair Contract Terms Act 1977.

12. Insurance

12.1 Each Party will maintain appropriate insurance for its business, including in the case of Andromeda professional indemnity, public liability and cyber liability cover, each in a sum appropriate to the scale of the Services.

13. Force majeure

13.1 Neither Party is liable for any failure or delay in performing its obligations — other than payment obligations — caused by an event beyond its reasonable control, including war, civil unrest, industrial action, fire, flood, epidemic, government action, failure of telecommunications or power networks, and failure of a third-party service provider (including payment networks, courier platforms, aggregators and hosting providers).

14. General

14.1 **Entire agreement.** This Agreement (including the Schedules, Order Form and SLA) is the whole agreement between the Parties on its subject matter and replaces any previous agreement or statement.

14.2 **Variations.** We may update this MSA from time to time. Material changes will be notified to the Customer by email at least 30 days before they take effect. Continued use of the Platform after that date is acceptance of the revised terms.

14.3 **Assignment.** The Customer may not assign or transfer this Agreement without our consent, not to be unreasonably withheld. We may assign to a group company or to a buyer of all or part of our business on written notice.

14.4 **No third-party rights.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.

14.5 **Notices.** Notices must be in writing. Notices to Andromeda go to accounts@androtech.com. Notices to the Customer go to the email and address on the Order Form.

14.6 **Severance.** If any term is held to be invalid or unenforceable, the rest of the Agreement remains in effect.

14.7 **No waiver.** A delay or failure to enforce a right is not a waiver of that right.

14.8 **Governing law and jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it is governed by the law of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1 — Services Description

This Schedule describes the Services Andromeda may provide. The Services actually taken by the Customer, and what each plan includes, are listed on the Order Form.

S1.1 Core POS platform

- Andromeda POS application (touch-screen or tablet)
- Menu management
- Order management and routing
- Reporting and dashboards
- Staff management
- Cash management
- Helpdesk support as set out in the SLA

S1.2 Website and app ordering ("Web")

- Branded ordering website on the Customer's domain
- Branded consumer iOS and Android apps (where taken)
- Menu sync from POS
- Delivery zone, postcode and time-slot management
- Stripe card processing on connected account basis
- Customer accounts, order history and re-order

S1.3 Kiosk

- Counter-top, wall-mounted or floor-standing self-order kiosks
- Menu sync from POS
- Card payment via integrated terminal

S1.4 Kitchen Display System (KDS)

- Order routing from POS, Web, Kiosk and Aggregators to kitchen screens
- Make-time and out-the-door tracking

S1.5 Loyalty

- Points-based loyalty across POS, Web, Kiosk and app
- Optional Loyalty+ with customer segmentation and campaigns

S1.6 Marketing

- Email marketing (basic and Pro)
- SMS marketing (pay per message)

- Automated win-back and birthday campaigns

S1.7 Aggregator integrations

- Uber Eats, Deliveroo, Just Eat, Bolt, Wolt and Deliverect (for Papa Johns franchisees)
- Menu sync, order ingestion, item availability (where supported)

Aggregator integrations are not part of any plan. They are an optional paid add-on, available on any plan, charged monthly per site at the aggregator integration price stated on the Order Form, and they are provided only where the Order Form lists them.

S1.8 Delivery

- In-house driver management and dispatch
- Uber Direct pass-through courier booking
- Customer order tracking page

S1.9 Operations Suite (premium bolt-on, from Q4 2026)

- Labour planning (included in Pro; a paid bolt-on on Essentials and Core)
- Stock and wastage
- SMS bolt-on
- Operations checklists

S1.10 Mission Control and Franchise Hub

- Above-store mobile app for owners and franchisees
- Franchise Hub for multi-location organisations

S1.11 Professional services

- Menu build from supplied materials
- Branded site set-up
- Custom integration work (quoted separately)
- Training and implementation

S1.12 Hardware

The Andromeda Hub, a 15" or 11" touch-screen with a built-in printer, is included in every plan; on Core and Pro it also works as a full POS for taking orders and card payments at the counter. Where taken on bundled rental, hardware may also include — depending on the plan and add-ons — extra touch-screen POS terminals, receipt printers, kitchen printers, cash drawers, caller ID units, kitchen display screens, self-order kiosks, OrderPads and card terminals.

Schedule 2 — Triple Guarantee

The Triple Guarantee is a set of three binding promises Andromeda makes to every Customer. It is a contractual right, not a marketing statement. The full consumer-facing wording is published at andromedapos.com/guarantee.html.

S2.1 Promise 1 — No lock-in

S2.1.1 The Agreement runs month-to-month from the Service Start Date.

S2.1.2 The Customer may end the Agreement — or any Service or Site — by email to accounts@androtech.com giving one calendar month's notice.

S2.1.3 The final invoice is pro-rated to the end-date. No exit fees, early-termination charges or penalties apply.

S2.1.4 Exit under the Triple Guarantee is a right to end the Agreement. It is not a refund of fees already paid for services received.

S2.1.5 Exit is conditional on hardware return in good order under clause 4.4. Final closure of the account and settlement of any hardware refund or charge will complete once all hardware has been received and inspected.

S2.2 Promise 2 — Hardware included on loan

S2.2.1 The Andromeda Hub is included in every plan; add-on hardware (kiosks, KDS screens, extra POS units) is charged monthly as shown on the Order Form. Title to all hardware remains with Andromeda at all times.

S2.2.2 On termination, the Customer returns the hardware to Andromeda clean, boxed, with all supplied peripherals, using our nominated courier, at the Customer's cost (see clause 4.4).

S2.2.3 Fair wear and tear is acceptable. Missing items, cracked screens, liquid damage, burn marks, defacement and damage outside fair wear and tear are chargeable at replacement cost under clause 4.5.

S2.2.4 Andromeda refreshes core POS hardware on a five-year cycle at no charge where the Agreement is in good standing.

S2.3 Promise 3 — Upgrade or downgrade any time

S2.3.1 The Customer may upgrade or downgrade its plan or add-ons at any time by notifying Andromeda in writing.

S2.3.2 Changes take effect on the next invoice and are pro-rated to the day. No upgrade or downgrade penalty applies.

S2.3.3 Where a downgrade involves hardware no longer in use (for example, removing a kiosk), clause 4.4 (return) and clause 4.5 (charges) apply to the returned items only.

S2.4 Enterprise variation

Customers with ten or more Sites are usually run under bespoke commercial terms agreed in writing and recorded in the Order Form. Where those terms modify Promises 1–3, the Order Form prevails.

Schedule 3 — Data Processing Agreement (UK GDPR Article 28)

S3.1 Roles

S3.1.1 The Customer is the data controller for personal data it collects through the Platform (diners, loyalty members, employees).

S3.1.2 Andromeda is the data processor acting on the Customer's documented instructions.

S3.2 Subject matter, duration, nature and purpose

S3.2.1 Andromeda processes the Customer's personal data for the duration of the Agreement, solely to provide the Services.

S3.2.2 Types of personal data processed

- Diner name, email, phone, delivery address, order history, payment card token
- Loyalty member account data and points balances
- Employee name, role and shift data (where the Customer uses labour modules)

S3.2.3 Categories of data subjects

- The Customer's end-consumer diners
- The Customer's employees

S3.3 Andromeda's obligations

S3.3.1 Andromeda will:

- (a) process personal data only on the Customer's documented instructions, including for transfers outside the UK (see S3.6);
- (b) ensure that staff authorised to process personal data are bound by confidentiality;
- (c) implement appropriate technical and organisational measures to keep personal data secure (see S3.4);
- (d) only use a sub-processor with the Customer's general authorisation under this Schedule, and inform the Customer of any changes to its list of sub-processors before they take effect, giving the Customer a chance to object;
- (e) assist the Customer in responding to data-subject requests;
- (f) assist the Customer with data-protection impact assessments and consultations with the ICO where reasonably required;
- (g) notify the Customer without undue delay — and in any event within 72 hours — of becoming aware of a personal-data breach;
- (h) delete or return personal data at the end of the Agreement at the Customer's choice, except where retention is required by law; and
- (i) make available the information necessary to demonstrate compliance with Article 28 UK GDPR and allow the Customer to audit once per year on reasonable notice.

S3.4 Security measures

Andromeda implements measures appropriate to the risk, including encryption in transit and at rest for personal data, access controls, logging and monitoring, network segmentation, regular backups, vulnerability management and incident response.

S3.5 Sub-processors

S3.5.1 The Customer authorises Andromeda to engage sub-processors, including:

- Microsoft Azure (UK/EU hosting)
- Stripe (payment processing)
- Twilio / SMS carriers (messaging)
- Uber Direct (courier booking, where engaged)
- Aggregator partners (Uber Eats, Deliveroo, Just Eat, Deliverect — where the Customer uses those integrations)

S3.5.2 The current list is published at andromedapos.com/legal/subprocessors.html (to be created). Andromeda will update that list before adding or changing a sub-processor, and the Customer may object on reasonable data-protection grounds.

S3.6 International transfers

Where personal data is transferred outside the UK, Andromeda uses the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, or an equivalent lawful transfer mechanism.

S3.7 Liability

Liability under this DPA is subject to the limitation of liability in clause 11 of the MSA.

Acceptance

This Master Services Agreement is accepted by the Customer electronically. The acceptance is recorded on the Order Form that accompanies this document: it states who accepted, on behalf of which legal entity, the date and time, the reference, and the version and digital fingerprint (SHA-256) of this document. No separate signature page is used.

End of Master Services Agreement v6.0