

**GUIDELINES FOR USING THE
MASTER HOSPITALITY SUBSCRIPTION PROGRAM AGREEMENT
SMB CUSTOMERS**

THESE GUIDELINES ANSWER SOME FREQUENTLY ASKED QUESTIONS ABOUT MASTER HOSPITALITY SUBSCRIPTION PROGRAM AGREEMENT. THEY ARE FOR INTERNAL USE ONLY AND SHOULD NOT BE DISCLOSED TO THIRD PARTIES, INCLUDING SUPPLIERS, CONTRACTORS, CONSULTANTS, OR CUSTOMERS. DELETE THESE GUIDELINES BEFORE YOU DELIVER THIS DOCUMENT EXTERNAL TO NCR VOYIX.

These are the automatically generated terms and conditions for NCR Voyix's Hospitality Subscription Program (such as Aloha Essentials) and related offers for SMB customers. Generally, these terms and conditions are not negotiable and should be delivered to the customer in a PDF or other protected format which does not allow edits.

Areas highlighted in yellow indicate where specific information must be added or customized. Make the appropriate changes and remove the highlighting and any instructions before presenting this Agreement to the customer. Please complete the Effective Date, the Customer's legal name and the Customer's address for legal notices.

If personally identifiable information is being processed under this Agreement, the parties should execute the Data Processing Addendum (NCR Voyix Sales) available in the Law Department Formbook. Please contact your Contract Professional for assistance.

If modifications to this form are requested, please contact the Law Department Contract Professional who supports your industry for approval and assistance in negotiating this Agreement.

MASTER HOSPITALITY SUBSCRIPTION PROGRAM AGREEMENT

THIS MASTER HOSPITALITY SUBSCRIPTION PROGRAM AGREEMENT (collectively with the documents referenced in the Statement of Agreement below, referred to as the “**Agreement**”) is made and entered into as of the Effective Date noted below between NCR Voyix Corporation (“**NCR Voyix**”) and the party designated below as the Customer (the “**Customer**” or “**you**”). As used in this Agreement, “Customer” or “you” also includes your Affiliates who agree in writing to be bound by an Order.

Background Statement. NCR Voyix and Customer agree that this Agreement will apply to: (a) the subscription licensing to Customer of Software at selected Customer sites and Hosted Software accessed via the internet; (b) the subscription or purchase of Equipment by Customer; and (c) NCR Voyix’s maintenance and support services, if any, for such Software and Equipment, as well as certain other services as set forth herein. Payment processing services are not covered by this Agreement. If NCR Voyix provides payment processing services as part of a Product bundle or otherwise, then such processing services will be covered by separate agreement.

Statement of Agreement. This Agreement includes this summary page and the following Exhibits and Supplemental Schedules, each of which is incorporated herein by this reference:

► Exhibit A -- General Terms and Conditions for Hospitality Subscription Program

Schedule 1 – Description of Additional Policies for Software

Schedule 2 – Description of Additional Policies for Hosted Software

Schedule 3 – Description of Additional Policies for Equipment

Schedule 4 – Description of Additional Policies for NCR Voyix Business Services Layer (BSL)

Schedule 5 – NCR Voyix Services Level Agreement

Orders. An “**Order**” consists of an Order Form, this Agreement, and any agreed attachments such as amendments or addenda. An “**Order Form**” means a mutually agreed document such as a purchase order, an NCR Voyix order form, an on-line order, an Addendum, or a statement of work that at a minimum includes the description, quantity, and price of the Products you commit to buy. “**Affiliate**” means an entity of which a party is the majority owner, which is majority owner of a party, or which is majority-owned by the same entity as a party. For clarity, your Affiliates do not include your franchisees. Upon NCR Voyix’s acceptance of an Order or commencement of performance by NCR Voyix, each Order creates a separate and complete contract between the parties for the Products it covers and supersedes any prior understandings or agreements with respect to those Products. If there are conflicts, the order of precedence will be the Order Form, any agreed attachments, and finally the Agreement. Preprinted terms such as those typically found on purchase orders will not apply. Only authorized written or electronic, and not oral, communications will be binding upon a party. NCR Voyix may accept an Order expressly or by beginning performance. Unless the context requires otherwise, references in this document to this Agreement include any Order into which it is incorporated.

Program Activation. The Term of your subscription commences upon the earlier of: (a) for each Licensed Site, the date set forth in the applicable Order, (b) if contemplated by the applicable Order, the date set forth in your activation authorization notice, or (c) the date that a Product is first activated at a Licensed Site (the “**Activation Date**”).

Products and Payment Summary. Fees payable for the Products shall be as set forth in the applicable Order, plus any applicable sales tax and other taxes (each, a “**Program Fee**”). Notwithstanding the foregoing, fees for NCR Voyix Mobile Pay and Payments Gateway may be billed by an affiliate of NCR Voyix but remain subject to the terms of this Agreement. Unless the Order states otherwise, starting on the Activation Date, Program Fees will be invoiced by NCR Voyix and paid by ACH account debit or other NCR Voyix approved payment method on the same day. Customer and NCR Voyix may agree from time to time to the purchase and sale of Equipment that will be subject to the support and maintenance services available hereunder. Any such Equipment will be designated as “Purchased Equipment” on the applicable Order. Equipment purchased under this Agreement must be paid for in full prior to shipment. Unless designated as Purchased Equipment, all Equipment provided hereunder shall be provided on a subscription basis. Professional Services will be billed as set forth in a separate scope of work, or if

no such billing terms are present, in advance of performance. Hosted Software licenses and site-based Software licenses provided under this Agreement are not available for purchase other than as a subscription. NCR Voyix Products and Services provided on a transaction-based pricing method will be billed monthly in arrears based on transaction volume and the pricing set forth in the Order.

Deposit Information. Upon the Activation Date, NCR Voyix may collect and Customer will pay a deposit (the “**Deposit**”) equal to one full month of the Program Fee. NCR Voyix may apply all or a portion of the Deposit against any outstanding payment obligations or liabilities (including but not limited to the cost of restocking fees, and unreturned or damaged equipment). Following termination of this Agreement and confirmation that all Equipment has been returned and any outstanding payment obligations have been fulfilled, NCR Voyix will return any remaining portion of the Deposit.

IN WITNESS WHEREOF, the Customer hereby executes this Agreement as of the following date (the “**Effective Date**”): [REDACTED], 20__.

<p>Customer:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

Exhibit A

General Terms and Conditions for Hospitality Subscription Program

1. **DEFINITIONS.** The following terms when used in the Agreement shall have the meanings described below:

1.1 **“Deliverables”** means analyses, reports, or other documents or items created for and provided to Customer by NCR Voyix at Customer’s request and specifically identified as such in an Order.

1.2 **“Documentation”** means the operating, training and reference manuals for use of the Software, Equipment and any enhancements, modifications or upgrades thereto, supplied by NCR Voyix under this Agreement.

1.3 **“Equipment”** means the computer equipment, parts and supplies subscribed to or purchased by Customer from NCR Voyix pursuant to an Order. Equipment includes equipment designed by NCR Voyix (the **“NCR Voyix Equipment”**) and equipment designed by third parties (**“Non-NCR Voyix Equipment”**).

1.4 **“Hosted NCR Voyix Software”** means the NCR Voyix Software provided to Customer by NCR Voyix as a hosted software application or cloud service pursuant to an Order, including the Business Services Layer. Hosted NCR Voyix Software excludes Non-NCR Voyix Hosted Software.

1.5 **“Hosted Software”** means: (a) Hosted NCR Voyix Software; and (b) Non-NCR Voyix Software provided by a third party as a hosted software application or cloud service and for which Customer purchases a subscription through NCR Voyix pursuant to an Order (**“Non-NCR Voyix Hosted Software”**).

1.6 **“NCR Voyix Software”** means the specific version or release of NCR Voyix's computer software programs licensed to Customer by NCR Voyix pursuant to an Order, together with all Upgrades. NCR Voyix Software also includes the security key required (if any) for the operation of such software. Unless otherwise expressly provided by NCR Voyix, NCR Voyix Software includes only executable code and no source code.

1.7 **“NCR Voyix Products”** means Deliverables, Equipment, Services and Software (including Hosted Software).

1.8 **“Services”** means those software maintenance, equipment support services and other services provided to Customer by NCR Voyix pursuant to an Order.

1.9 **“Software”** means: (a) NCR Voyix Software; and (b) third-party software for which Customer purchases a license or subscription through NCR Voyix pursuant to an Order (**“Non-NCR Voyix Software”**).

1.10 **“System”** means the infrastructure NCR Voyix uses to enable Customer to access and use the Hosted NCR Voyix Software via the internet.

1.11 **“Upgrades”** means new versions, new releases and enhancements of the NCR Voyix Software provided to Customer by NCR Voyix pursuant to an Order.

2. **LICENSE.**

2.1 Subject to the terms and conditions of this Agreement and payment of the applicable Program Fees and other charges set forth on an Order and elsewhere in this Agreement, NCR Voyix grants to Customer the non-exclusive and limited right and license during the Term in the United States: (a) to install and use copies of the NCR Voyix Software (other than the Hosted NCR Voyix Software) at the Customer locations authorized in writing by NCR Voyix (**“Licensed Sites”**) as listed on the applicable Order; (b) to access and use the Hosted NCR Voyix Software via internet connection to the System, but in either case only for the internal, in-house use by

Customer and for performing administrative functions pertaining thereto; (c) if indicated on an applicable Order, to access the Business Services Layer to interface Products with authorized third party or Customer applications; and (d) to use the Documentation in connection with such rights. Except as expressly set forth herein, all rights and licenses granted to Customer are nontransferable and non-assignable. With respect to Non-NCR Voyix Software, Customer acknowledges that its right to use any such Non-NCR Voyix Software is specified on the license agreement provided by the appropriate licensor of such Non-NCR Voyix Software. Customer acknowledges that all Software provided under the Agreement is subject to the Program arrangement contemplated by the Agreement, and that the NCR Voyix Software may not be used for commercial timesharing, service, business or other rental or sharing arrangements. Further, Customer shall not decompile, reverse assemble, or otherwise reverse engineer the Software.

2.2 For the NCR Voyix Software to operate, Customer may be given a physical security key. The replacement value of the security key is the then prevailing amount charged by NCR Voyix for a lost security key. This key is the sole responsibility of the Customer to safeguard and insure this asset as Customer would with any other asset of significant value. For the NCR Voyix Software to operate, Customer may be assigned a digital security key, which may be verified by NCR Voyix from time to time. You must keep the Software connected to the internet on a regular basis for this verification to take place. If NCR Voyix is unable to verify your Software security key, then the Software may be placed into redundancy mode and eventually disabled by NCR Voyix. All security keys are NCR Voyix's property. Upon expiration or termination of the Term or the upgrade or replacement of the Software, you agree to provide NCR Voyix with all physical security keys that were provided to you.

2.3 Customer acknowledges and agrees that, except for Customer's license expressly described in this Agreement, Customer has no right, title and interest in the NCR Voyix Software, in any form, or in any copies thereof, including all worldwide copyrights, trade secrets, patent rights and any other proprietary information and confidential information rights therein. Customer agrees that neither Customer nor its representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures of NCR Voyix relating to the NCR Voyix Software (including the Hosted NCR Voyix Software) or the System. Any such attempts may, among other things, cause failure of, or disruption to, the System or the Hosted NCR Voyix Software, and Customer shall bear all consequences resulting therefrom. Customer also shall not add or combine any third-party software with any NCR Voyix Software. Any requests for such software additions must be made by Customer to the authorized NCR Voyix reseller handling Customer's account, NCR Voyix authorized party, or to NCR Voyix depending on the party Customer contracted for the Hosted NCR Voyix Software.

2.4 Customer agrees to allow NCR Voyix reasonable access to Customer's computer system and the NCR Voyix Software to change settings and/or install or remove applications to address data security risks. NCR Voyix shall, upon Customer's request, provide Customer with a report of any entry by NCR Voyix into Customer's computer system. Customer further agrees to purchase, install and maintain NCR Voyix-approved high-speed internet access to provide NCR Voyix remote access to Customer's computer system. Customer acknowledges and agrees that NCR Voyix may use its Command Center product (or a successor product) to access Customer's system and agrees that NCR Voyix may load such product(s) and keep them updated on Customer's system as needed.

2.5 Except as expressly granted in this Agreement, NCR Voyix and its Affiliates (a) reserve all their right, title and interest in and to the Products, and (b) provide no license or right of any kind regarding any Product (including by implication or estoppel), including any right to: (i) make, use, offer for sale or license, sell or license, import, export, or otherwise dispose of any Product or portion thereof, or (ii) reproduce, distribute, perform, display, modify, enhance, translate, adapt, or create derivative works based on any Product or portion thereof. Customer will not decompile, reverse assemble, or otherwise reverse engineer any Product or portion thereof.

3. EQUIPMENT GENERALLY.

3.1 The Equipment covered by this Agreement is as set forth on the applicable Order. Delivery of the Equipment will be made to Customer to the designated Licensed Site(s) set forth on an Order. For Equipment provided on a subscription basis, Customer will keep and use subscribed Equipment only at the Licensed Site designated for such Equipment, and Customer agrees that subscribed Equipment will not be removed from any

such address unless Customer obtains NCR Voyix's written permission in advance to so move it. Except for Purchased Equipment, title to the Equipment shall at all times remain with NCR Voyix and if NCR Voyix requires a label or other indicator of NCR Voyix's interest to be placed on the Equipment Customer will so apply the label or not remove any such label already affixed to the Equipment. Title and risk of loss to Purchased Equipment shall pass to Customer upon placement with a carrier for shipment by NCR Voyix.

3.2 Customer is responsible for protecting the Equipment from damage and from any other kind of loss while Customer has use of the Equipment. Customer is responsible for and accepts the risk of loss or damage to the Equipment while in use by Customer or in Customer's possession. Customer agrees to keep subscribed Equipment insured against all risks of loss in an amount at least equal to the replacement cost thereof during the term of this Agreement and will list NCR Voyix as loss payee and as an additional insured. Upon expiration or termination of this Agreement, Customer shall return to NCR Voyix subscribed Equipment in good, workable condition in accordance with the termination provisions of this Agreement. If subscribed Equipment is damaged or lost at any time during the term of this Agreement, Customer agrees to be responsible for payment to NCR Voyix of NCR Voyix's then list price for such Equipment. Customer will give NCR Voyix reasonable access to subscribed Equipment so that NCR Voyix can check the subscribed Equipment's existence, condition and proper maintenance. At Customer's own cost and expense, Customer will keep the subscribed Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs made or affixed to the Equipment will become part of the subscribed Equipment and title thereto shall vest in NCR Voyix. Customer agrees to pay restocking fees charged by NCR Voyix for any returned Equipment that NCR Voyix agrees to accept (in NCR Voyix's sole discretion), other than subscribed Equipment returned following termination of this Agreement. Customer will not make any permanent alterations to the subscribed Equipment.

4. **FEES AND PAYMENTS.** Unless the parties have agreed to an alternative payment method as stated in the applicable Order, Customer shall establish with NCR Voyix and Customer's bank an ACH payment procedure that authorizes NCR Voyix to be paid by such bank automatically via ACH transfer upon issuance by NCR Voyix of an invoice hereunder. Customers with insufficient ACH funds will be contacted by an NCR Voyix representative to submit a credit card payment and number to reside on file. All payment obligations under this Agreement are non-cancelable and non-refundable. **Payments which are not received when due (whether by ACH or otherwise) shall bear interest at the lesser of the maximum amount chargeable by law or 1½% per month commencing with the date payment was due.** Customer shall pay any and all taxes and duties, customs fees and similar charges in connection with the Agreement, including, without limitation, Customer's use of Software, Equipment or Services hereunder. During the Initial Term, NCR Voyix may increase the fees and charges specified herein (including those set forth on an Order) once per year; provided, however, that each such annual increase will not exceed the percentage increase in the Consumer Price Index for All Items for all urban consumers plus 2% (but in no event will the increase be less than 2%). Following the Initial Term, NCR Voyix may increase the fees and charges specified herein (including those set forth on an Order) at any time upon at least 60 days' notice to Customer. If fees and charges set forth in an Order are conditioned upon Customer's obligation to purchase or maintain other Products or Services from NCR Voyix or an NCR Voyix affiliate ("**Promotional Pricing**"), and Customer does not or ceases to meet the criteria to receive the Promotional Pricing, then NCR Voyix may adjust pricing to NCR Voyix's then-current market rates effective retroactively from such date the Customer ceased to meet the criteria, at NCR Voyix's sole discretion, without notice to Customer. NCR Voyix reserves the right to withhold performance of any obligations arising under this Agreement, in the event of Customer's non-payment when due of any undisputed amounts owed to NCR Voyix.

5. **WARRANTIES.**

5.1 NCR Voyix warrants that: (a) each Product will materially conform to its Product Documentation and to any other requirements stated in the Order; (b) NCR Voyix Equipment and NCR Voyix Software will be free from material defects in workmanship; (c) Services will materially conform to the description set forth in the Order; (d) Services will be performed in a professional manner by trained and experienced personnel; and (e) except for any purchase money security interest retained by NCR Voyix, title to Equipment will be clear at the time of delivery.

5.2 Warranties commence for: (a) Equipment upon delivery, and continue for 90 days; (b) Supplies and Software media upon delivery, and continue for 30 days; (c) Services upon performance, and continue for 30 days; (d) Software (other than Hosted NCR Voyix Software) upon delivery of the first copy, and continue for 30 days; and (e) Hosted NCR Voyix Software when first made available to you, and continue for 30 days.

5.3 If an NCR Voyix Product does not materially conform to its warranty and you give NCR Voyix notice during the warranty period, NCR Voyix will at its discretion correct, repair, or replace the Product, or if applicable re-perform the Service, at no charge to you. If NCR Voyix is unable to do so within a reasonable time, and you request a refund in writing within 30 days after your initial notice, NCR Voyix will refund the purchase price. NCR Voyix may require return of nonconforming Products prior to issuing a refund. Refunds for nonconforming Products will not exceed the payment made to NCR Voyix for the then-current billing period.

5.4 NCR Voyix uses commercially available tools to prevent the introduction and detect the existence of viruses prior to distributing Software; however, NCR Voyix cannot guarantee that any Software is free of viruses or other defects. If you discover a virus in Software during its warranty period, then NCR Voyix will endeavor to correct or replace that Software, and will reasonably assist you in curtailing the spread of the virus. As used in this Paragraph, a “virus” is any harmful or hidden program intended to unlawfully destroy or impair a computing environment.

5.5 THIS SECTION STATES THE SOLE AND EXCLUSIVE WARRANTIES AND WARRANTY REMEDIES MADE BY NCR VOYIX. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. NCR Voyix does not warrant: that a Product will yield any particular business or financial results; that data, reports, or analysis will be accurate in all respects; that a Product will be free from all bugs and errors; or that a Product will operate without interruption. All warranties are subject to your performance of all Customer responsibilities under this Agreement.

6. LIMITATION OF LIABILITY.

6.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, NEGLIGENCE, STATUTE, LAW, OR EQUITY, OR OTHERWISE, UNDER OR IN RELATION TO THIS AGREEMENT FOR: (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY NCR VOYIX TO RECOVER PAYMENT OF AN AMOUNT OWED); OR (C) LOSS OF REPUTATION, GOODWILL, TIME, OPPORTUNITY (INCLUDING BUSINESS), DATA, OR ACCESS TO DATA, IN ALL CASES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING. AS USED IN THIS SECTION 6, A “PARTY” INCLUDES A PARTY TO THIS AGREEMENT AND ITS AFFILIATES, AND ITS AND ITS AFFILIATES’ EMPLOYEES, AGENTS, CONTRACTORS, AND SUPPLIERS WHEN ACTING IN THAT CAPACITY WITH RESPECT TO THIS AGREEMENT, AND ANY PERSONS OR ENTITIES CLAIMING BY OR THROUGH NCR VOYIX OR YOU. NCR VOYIX WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM ACTIONS IT TAKES AT YOUR DIRECTION.

6.2 EXCEPT WITH RESPECT TO AN IP CLAIM FOR WHICH SECTION 6.3 WILL APPLY, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY AMOUNT GREATER THAN THE TOTAL PURCHASE PRICE, FEES, AND CHARGES PAID BY YOU IN THE PRODUCT ORDER(S) AT ISSUE, OR IN THE CASE OF AN ORDER FOR A PRODUCT ON A SUBSCRIPTION OR OTHER RECURRING FEE BASIS, ANY AMOUNT GREATER THAN THE TOTAL FEES PAID BY YOU TO NCR VOYIX FOR THE PRECEDING 12 MONTHS FOR THE PRODUCT SPECIFICALLY GIVING RISE TO THE LIABILITY, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THIS SECTION WILL NOT LIMIT YOUR OBLIGATION TO PAY AN AMOUNT OWED TO NCR VOYIX AS SET FORTH IN AN ORDER FOR A PRODUCT OR FOR DAMAGE TO OR LOSS OF EQUIPMENT PROVIDED BY NCR VOYIX ON A SUBSCRIPTION BASIS.

6.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NCR VOYIX’S TOTAL LIABILITY WITH RESPECT TO AN IP CLAIM WILL NOT EXCEED: (A) IF THE APPLICABLE PRODUCT IS PROVIDED ON A SUBSCRIPTION OR OTHER RECURRING FEE BASIS, THE TOTAL FEES PAID UNDER THIS AGREEMENT BY YOU TO NCR VOYIX FOR THE PRODUCT GIVING RISE TO THE IP CLAIM DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH SUCH LIABILITY AROSE; AND (B) IF THE APPLICABLE PRODUCT IS NOT

PROVIDED ON A SUBSCRIPTION OR OTHER RECURRING FEE BASIS, THE TOTAL PURCHASE PRICE, FEES, AND CHARGES PAID UNDER THIS AGREEMENT BY YOU TO NCR VOYIX FOR THE PRODUCT GIVING RISE TO THE IP CLAIM DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH SUCH LIABILITY AROSE.

6.4 Section 6.1 and Section 6.2 will not limit a party's liability for: (a) personal injury or death, to the extent caused by its negligence or willful misconduct; (b) infringing, misappropriating, misusing, or otherwise violating NCR Voyix's or any of their respective Affiliates' intellectual property rights; or (c) Customer's indemnification obligations (including under Schedule 2).

6.5 NCR VOYIX SHALL NOT BE HELD RESPONSIBLE FOR MISUSE, NEGLIGENCE, OR INCORRECT OPERATION OF THE PRODUCTS, USE OF THE PRODUCTS BY UNTRAINED PERSONNEL OR IMPROPER ENTRY OF DATA IN CONNECTION WITH THE PRODUCTS. CUSTOMER UNDERSTANDS THAT THE USE OF ANY PRODUCTS OUTSIDE THE MANUFACTURER'S RECOMMENDED SPECIFICATIONS MAY SERIOUSLY AFFECT THE PERFORMANCE OF THE PRODUCTS. NCR VOYIX SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR CONDITIONS BEYOND NCR VOYIX'S CONTROL THAT MAY AFFECT THE PERFORMANCE, CONDITION, OR ACCESSIBILITY OF ANY SOFTWARE OR EQUIPMENT OR DATA CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF POWER, CUSTOMER OPERATING ENVIRONMENT FACTORS, PROGRAM VIRUSES AND MALWARE, INTERNET SERVICE DISRUPTIONS, ENVIRONMENTAL CONDITIONS AND OTHER NATURAL EVENTS, AND UNAUTHORIZED ACCESS OR SYSTEM OR DATA SECURITY BREACHES.

6.6 EACH CLAUSE AND PHRASE OF THIS SECTION 6 IS SEPARATE FROM EACH OTHER CLAUSE AND PHRASE, AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY, ANY TERMINATION OF THIS AGREEMENT, OR SEVERABILITY OF ANY CLAUSE OR PHRASE IN THIS AGREEMENT.

7. ADDITIONAL CUSTOMER RESPONSIBILITIES.

7.1 Unless otherwise specified in this Agreement or in a separate writing signed by both Customer and NCR Voyix, Customer shall be solely responsible for the following: (a) selection of the Products to achieve Customer's intended results; (b) evaluation of the Products relating to Customer's specific business requirements and technical environment; (c) the results obtained from use and operation of the Products; (d) providing and maintaining the appropriate operating environment for the Software, including related security and access controls, and maintaining back-up and disaster recovery procedures, facilities and equipment (if applicable); (e) adherence to any applicable electronic payment processing standards or requirements related to Customer's operations; (f) all data entry and loading; (g) installing Upgrades provided by NCR Voyix and securely deleting previously stored information or data; (h) the content of all Customer information or data, the selection and implementation of controls on the access and use of such information or data, and the protection and back-up of the stored information or data; (i) the configuration of all required data parameters associated with use of the Software, and its operating environment, including security-related parameters; (j) compliance with all applicable city, state, and federal laws, rules or regulations affecting or governing Customer's use of the Products or Customer information or data configuration parameters in the Software; (k) compliance with all rules, bylaws, programs, and regulations of the payment card networks in connection with Customer's use of the Products, as applicable; and (l) providing adequate training on the use and operation of the Products to Customer's employees and maintaining adequate supervision of such employees. Customer is solely responsible for reviewing any default or automated settings and configuring applicable settings to meet all legal, regulatory and other requirements applicable to Customer's business. NCR Voyix shall have no liability in connection with such settings or configurations. Customer acknowledges that NCR Voyix does not provide legal, tax or accounting advice.

7.2 Customer will not use the Products to upload, post, or otherwise transmit any data: (a) that is deceptive, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) that is harmful to minors in any way; (c) that infringes, misappropriates, or misuses any patent, copyright, trademark, trade secret rights, copyright, or other rights with respect to confidential or proprietary information of any person or entity; (d) that constitutes unsolicited or unauthorized advertising or promotional materials, including but not limited to "junk mail," "spam," "chain letters," and "pyramid schemes"; (e) that contains personal information

relating to an identified or identifiable natural person or any other sensitive data that is protected under privacy laws; or (f) that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer hardware or software or telecommunications equipment.

7.3 Customer is responsible for all data, information, materials and instructions (“**Customer Instructions**”) provided to NCR Voyix by Customer or on Customer’s behalf. NCR Voyix is entitled to rely upon Customer Instructions. In no event will NCR Voyix be liable with respect to any loss, liability, cost, damage, or expense arising out of a claim by Customer or any third party to the extent that claim arises as a result of NCR Voyix’s compliance with Customer Instructions.

8. THIRD PARTY CLAIMS.

8.1 This Section 8 addresses and applies to the following third-party claims (“**Third Party Claims**”):

8.1.1 an “**IP Claim**”, which means a suit brought against you by a third party to the extent the suit alleges that your use of a Product infringes or misappropriates a patent, copyright, trade secret, or other intellectual property right of the third party. In the case of an IP Claim, you are the “**Defended Party**”, and NCR Voyix is the “**Defending Party**”.

8.1.2 an “**NCR Voyix Indemnity Claim**”, which means a claim brought against NCR Voyix by a third party to the extent the claim is based on or arises out of your responsibilities set forth in, or a breach of any of your obligations under, Section 7. In the case of an NCR Voyix Indemnity Claim, NCR Voyix is the “**Defended Party**”, and you are the “**Defending Party**”.

8.2 The Defending Party will: (a) at its expense, defend the Defended Party against any Third Party Claim; and (b) indemnify the Defended Party by paying the damages, costs, and attorneys’ fees for the Third Party Claim that are either (i) awarded against the Defended Party in a final, non-appealable court judgment for the Third Party Claim, or (ii) required to be paid by the Defended Party in a settlement of the Third Party Claim that the Defending Party has agreed to in writing.

8.3 The Defending Party’s obligations with respect to a Third Party Claim are subject to the Defended Party: (a) providing the Defending Party prompt written notice that the Third Party Claim has been threatened or brought, whichever is sooner (“**Claim Notice**”); (b) providing the Defending Party sole control of the defense and any appeal or settlement of the Third Party Claim (collectively, “**Defense or Settlement**”), where the decision to appeal or settle will be at the Defending Party’s sole discretion; (c) cooperating with the Defending Party with respect to the Defense or Settlement or otherwise with respect to the Third Party Claim (including providing relevant information, documentation, and materials); and (d) complying with all court orders. If the Defended Party’s delay in providing the Claim Notice causes detriment to the Defending Party with respect to the Defense or Settlement of the Third Party Claim, the obligations of the Defending Party with respect to the Third Party Claim will not apply to the extent of such detriment. Notwithstanding any other provision of this Agreement, the Defending Party is not responsible for any damages, expenses, costs, fees (including attorneys’ fees), judgments, or awards that are incurred or granted prior to its receipt of the Claim Notice. The Defending Party will have the sole right to select counsel. The Defended Party may, at its sole expense, engage additional counsel of its choosing for purposes of conferring with the Defending Party’s counsel.

8.4 The Defending Party’s obligations with respect to an IP Claim will not apply to the IP Claim if the alleged infringement or misappropriation is based on, caused by, or results from: (a) the Defending Party’s compliance with any of the Defended Party’s designs, specifications, or instructions; (b) modification of the Product other than by the Defending Party; (c) use of the Product other than as permitted by or in violation of this Agreement; (d) use of other than the latest version of the Product made available or provided by the Defending Party to the Defended Party; (e) combination or use of the Product with any product, service, or other item (including data) not provided by the Defending Party to the Defended Party; or (f) any claim for which the Defended Party is required to indemnify the Defending Party.

8.5 If an intellectual property infringement or misappropriation allegation is brought or threatened with respect to a Product (including against you with respect thereto), or NCR Voyix believes that such an allegation may be brought or threatened, NCR Voyix may: (a) obtain a license for the Product; (b) modify the Product; or (c) replace the Product with a product or service having substantially the same functionality. If NCR Voyix in its sole discretion determines that none of the foregoing is available on a reasonable basis, then upon notice from NCR Voyix (y) you will promptly cease using, and/or NCR Voyix may cease providing, licensing, and/or providing access to, the Product; and (z) in either such case NCR Voyix will (i) if the Product is not provided on a subscription or other recurring fee basis, refund the price paid under this Agreement by you to NCR Voyix for the Product, less depreciation on a five-year straight-line basis, or (ii) if the Product is provided on a subscription or other recurring fee basis, refund the unused portion of any prepaid fees paid under this Agreement by you to NCR Voyix for the Product. Immediately following such notice, you will promptly return the Product to NCR Voyix.

8.6 THIS SECTION 8 SETS FORTH EACH PARTY'S ENTIRE OBLIGATIONS, AND ITS EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY CLAIMS, INCLUDING WITH RESPECT TO THIRD-PARTY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION (INCLUDING ANY IP CLAIM).

9. PAYMENT CARD INDUSTRY MATTERS. NCR Voyix participates in the Payment Card Industry ("PCI") Software Security Framework (the "PCI SSF") program, which may be updated from time to time. The parties acknowledge that PCI SSF is subject to revision and clarification regarding security standards for payment applications, and that NCR Voyix Software is validated against PCI SSF. NCR Voyix agrees to use commercially reasonable efforts to gain applicable recurring validation for NCR Voyix Software against PCI SSF, provided however, if changes in PCI SSF incur material costs for NCR Voyix to maintain compliance, then in addition to annual CPI price increases, NCR Voyix may increase its fees to you. You agree to promptly implement software enhancements, including installation of new versions, including Upgrades, made or provided by NCR Voyix to achieve and maintain validation against PCI SSF. You acknowledge that you must remain current on applicable fees to receive new versions and updates to the NCR Voyix Software, that you must use and configure the Software in a manner and in an environment that complies with the PCI Data Security Standard ("PCI DSS"), and that you are responsible for your own PCI DSS compliance. You acknowledge that use of a PCI SSF validated payment application does not satisfy all of your responsibilities to secure and protect your network and information under PCI DSS.

10. DATA SECURITY AND CYBERCRIME PREVENTION. It is Customer's responsibility to have and maintain in place malware protection software and security for all of Customer's systems and data, which security includes properly configured hardware firewalls, unique, strong passwords per user, physical security, and access control policies. Customer acknowledges that the security and protection of its network and the data and applications on that network, including protections against unauthorized access, is solely and entirely Customer's responsibility. A properly configured firewall is required for each Licensed Site using a persistent connection to the public internet or any private network where there is a potential for unauthorized access. Customer acknowledges that, to be effective, malware protection software, hardware firewalls, system passwords and other security software and hardware components require periodic and routine updates, which Customer must obtain or perform as applicable. NCR Voyix disclaims any warranty, express or implied, that the Software or Customer's data will remain malware-free. Customer waives any claims hereunder against NCR Voyix for any such costs or losses to the extent arising from Customer's failure to have or maintain a secure system, or to the extent arising as a result of a failure or breach of its security for its systems or data, or as a result of any unauthorized access to Customer's systems. In the event of a security breach of Customer's systems, Customer agree to promptly: (a) notify NCR Voyix of such breach; (b) provide NCR Voyix with copies of any forensic reports related to such breach; and (c) authorize any investigating entities to disclose all relevant information regarding their investigations, including investigations in progress, of such breach to NCR Voyix. If NCR Voyix, on your behalf, manages a lab system to replicate your solutions in NCR Voyix's environment, the lab system must use current versions of the operating systems and support then-current NCR Voyix anti-virus software. NCR Voyix may terminate and remove any lab systems failing to satisfy these obligations, and upon your written request at mutually agreed fees, NCR Voyix may help implement the lab at your site for testing.

11. NCR VOYIX RIGHTS OF SUSPENSION AND TO DISABLE ACCESS. Upon Customer's or its Affiliate's breach of this Agreement or any other agreement with NCR Voyix (including, without limitation, failure to pay when due any amounts payable to NCR Voyix) or as reasonably necessary in connection with a data security risk, NCR Voyix shall have the right to immediately suspend, disable use of or access to, or discontinue (by remote means or any other means then available to NCR Voyix) the applicable Equipment, Software and other Program items, licenses and Services provided to Customer under this Agreement without terminating this Agreement; provided that if any such suspension, disablement or discontinuation continues for a period of three consecutive months, this Agreement shall be deemed to have been automatically terminated as a result of a default by Customer as of the end of the third such consecutive month.

12. PRODUCT SUBSCRIPTION TERMS AND TERMINATION.

12.1 Unless stated otherwise in an Order, you agree to subscribe to the Products set forth in an Order for an initial subscription term of 36 months from the Activation Date (the "**Initial Term**"). Following the Initial Term, your subscription shall automatically renew for consecutive 12-month periods (the Initial Term and all subsequent renewal terms being collectively referred to herein as the "**Term**"). Either party may terminate its Product subscription at the end of the applicable Term by providing written notice to the other no later than 30 days prior to the expiration of such Term. Your breach of another agreement between NCR Voyix (or Affiliate of NCR Voyix) and Customer (or Affiliate of Customer), including without limitation any failure to pay any amounts due to NCR Voyix by you or your Affiliates, will constitute a breach of this Agreement.

12.2 In addition, Product subscriptions shall also be terminable as follows:

(a) by you, for convenience upon 30 days prior written notice, provided however that if you terminate a Program subscription for convenience, then you agree to pay NCR Voyix, as damages and not as a penalty, an amount equal to 20% of the total remaining Program Fees payable during the then current Term, provided however, that any remaining payments for installation, implementation, and any other up-front service fees that are amortized over the Initial Term must be paid in full upon any such termination. NCR Voyix may collect, and you hereby authorize NCR Voyix to collect, such damages by any means available, including but not limited to ACH or credit transfer.

(b) by NCR Voyix, in the event that Customer fails to pay any amounts due to NCR Voyix, which failure is not cured within 10 days of Customer's receipt of written notice specifying that such amounts have not been timely paid; or

(c) in the event that the other party materially fails to discharge any obligations or remedy any default (other than a payment default covered by Section 12.2(b)) under this Agreement for a period continuing more than 30 days after the aggrieved party shall have given the other party written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which the aggrieved party gives such notice so terminating this Agreement; or

(d) in the event that the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium, which in the case of any involuntary proceeding is not dismissed within 60 days of the initiation thereof.

12.3 Upon termination of this Agreement for any reason: (a) all rights and licenses granted by NCR Voyix hereunder to Customer in this Agreement shall immediately cease; (b) NCR Voyix shall cease providing the Hosting Services and will disable Customer's access to the Hosting Web Site and the Hosted NCR Voyix Software; (c) Customer shall immediately pay NCR Voyix all amounts due to NCR Voyix, including all outstanding invoices; and (d) Customer shall immediately work with NCR Voyix's field personnel on de-installation and return to NCR Voyix of all NCR Voyix property affected by such termination (including, but not limited to, the Software, the NCR Voyix Utilities, Documentation, and all proprietary information of NCR Voyix, together with all copies thereof), with such NCR Voyix field personnel to contact Customer to coordinate and schedule such de-installation and return within the 30-day period following termination. You agree to pay NCR

Voyix a reschedule fee in NCR Voyix's sole discretion if you fail to keep an appointment with NCR Voyix or its representatives to de-install and pick up any NCR Voyix property. If any NCR Voyix property is not returned to NCR Voyix in good condition and working order after the termination of this Agreement, NCR Voyix reserves the right to charge Customer the then current purchase or license list price charged by NCR Voyix for such unreturned items. Prior to returning the NCR Voyix property, Customer shall be solely responsible for backing-up all Customer data and information on the NCR Voyix property and deleting such data and information from the NCR Voyix property as necessary. Upon termination of this Agreement and receipt of returned NCR Voyix property, NCR Voyix, in its sole and absolute discretion, may purge all such data and information. In any collection action, Customer agrees to be liable to NCR Voyix for NCR Voyix's costs of collection, including expenses and reasonable attorneys' fees.

12.4 Upon termination or expiration of this Agreement, Section 6 (Limitation of Liability), Section 13 (Dispute Resolution), and Section 20 (Governing Law), along with those other provisions of any other sections of this Agreement and the Exhibits that expressly or by their nature contemplate surviving any termination or expiration of this Agreement shall continue and survive in full force and effect.

13. DISPUTE RESOLUTION.

13.1 Each party agrees to give the other prompt written notice of any claim, controversy or dispute arising under or related to this Agreement, an order or any product or service, and both parties agree to engage in good faith discussions to resolve the matter. If that fails to resolve the matter promptly, either party may request the other to participate in mediation before a mutually agreed mediator. Any controversy, claim or dispute which is not resolved through the procedures set forth above within 60 days (or such longer period as the parties may agree) will be resolved by arbitration before a sole arbitrator who is an attorney, under the then-current Commercial Arbitration Rules of the American Arbitration Association. The duty and right to arbitrate will extend to any employee, officer, director, shareholder, agent, or Affiliate, of a party to the extent that right or duty arises through a party or is related to this Agreement, an order or any product or service. The decision and award of the arbitrator will be final and binding, and the award rendered may be entered in any court having jurisdiction. The arbitrator is directed to hear and decide potentially dispositive motions in advance of a hearing on the merits by applying the applicable law to uncontested facts and documents. The arbitration will be held in Atlanta, Georgia. This Section 13.1 and the obligation to mediate and arbitrate will not apply to claims for infringement, misappropriation or misuse of a party's intellectual property or confidential information or collection of sums owed to NCR Voyix. A party may at any time seek an injunction or other equitable relief in aid of arbitration. The arbitrator will not have authority to award punitive damages, non-compensatory damages, or any damages other than direct damages, nor have the authority to award direct damages inconsistent with the limitations and exclusions set forth in this Agreement.

13.2 Neither party may bring a claim more than two years after the underlying cause of action first accrues. In addition, Customer agrees to bring any administrative discrepancies, including but not limited to, invoice errors, shipment discrepancies and return variances, to NCR Voyix's attention in writing within 90 days from the date of the incident's occurrence (*e.g.* receipt of goods). Customer's failure to raise an administrative discrepancy with appropriate supporting documentation within this time period will result in the waiver of Customer's right to dispute the incident at a future date.

13.3 Each party will bear its own attorneys' fees and other costs associated with the negotiation, mediation, and arbitration provided for by this Section 13, except that costs and expenses of arbitration other than attorneys' fees will be paid as provided by the rules of the American Arbitration Association. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorneys' fees that are reasonably incurred by the other party.

13.4 In order to facilitate the resolution of controversies or claims between the parties, the parties will keep them confidential, including details regarding negotiations, mediation, arbitration, and settlement terms.

13.5 Customer acknowledges that its breach of any term of this Agreement relating to the use or protection of NCR Voyix intellectual property will cause NCR Voyix or its licensors irreparable harm and agrees

that in the event of such breach NCR Voyix will be entitled to immediate injunctive relief without the necessity of posting a bond, together with all other remedies available at law or in equity.

14. **FORCE MAJEURE.** Other than for non-payment of monies payable hereunder, neither party will be liable for any default or delay in the performance of its obligations hereunder: (a) if and to the extent that such default or delay arises out of causes beyond its reasonable control, including default or delays of the other party, acts of God, acts of war, acts of governmental authority, acts of public enemy, insurrection, earthquakes, fires, cable cuts, floods, terrorism, and riots (each, a “**Force Majeure Event**”); and (b) provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternative sources, work-around plans or other means. Upon the occurrence of a Force Majeure Event, each party shall be excused from further performance or observance of the obligation(s) affected so long as such circumstances caused by the Force Majeure Event prevail and the parties use their reasonable efforts to promptly recommence performance or observance of said obligation(s). The party claiming excuse by Force Majeure so affected in its performance will promptly notify the other by telephone (to be confirmed in writing within 5 days of the inception of the Force Majeure Event) and describe at a reasonable level of detail the circumstances causing such delay.

15. **CONFIDENTIALITY.**

15.1 “**Confidential Information**” is proprietary information disclosed by one party to the other as defined in this Section related to the business relationship between the parties including, without limitation, individually identifiable personal information of employees and customers (“**Personal Information**”); requests for proposals, requests for information, and responses to them; bids; pricing; and discussions regarding potential future business between the parties. Business data, Personal Information, customer information, financial records, employee records, medical and health records, business plans, pricing, software in human-readable form, Documentation, diagnostic tools, and any other information that, by its nature or on its face, reasonably should be understood by the receiving party to be confidential, will be considered Confidential Information whether or not it is so marked. Otherwise, Confidential Information disclosed in documents or other tangible form must be marked as confidential at the time of disclosure, and Confidential Information in oral or other intangible form must be identified as confidential at the time of disclosure. Personal Information is further covered by NCR Voyix’s published Privacy Policy. Confidential Information does not include information that is or becomes available without restriction through no wrongful act.

15.2 Each party will use reasonable efforts to prevent the disclosure of the other’s Confidential Information to third parties and to its employees who do not have a need to know but may disclose Confidential Information to the extent compelled by process of law, provided that the original disclosing party is given advance written notice (unless providing such notice is prohibited by law). Either party may disclose Confidential Information to its accountants, lawyers, and other professional advisors; and to its affiliates, consultants, and contractors who have a need to know it to further permitted use of the products and services purchased hereunder; provided that each agrees in writing to confidentiality obligations consistent with this Agreement, including its intellectual property and confidentiality provisions. The disclosing party is an intended third party beneficiary of any such agreement and will have the right to directly enforce it.

15.3 All Confidential Information remains the disclosing party’s property. Upon the disclosing party’s request, all Confidential Information (other than licensed Software as to which the recipient is in full compliance with its obligations under this Agreement) will be destroyed or returned to the disclosing party, less a single archival copy which may be used only to address disputes related to that Confidential Information.

15.4 Confidentiality obligations under this Agreement with respect to Personal Information, customer information, financial records, employee records, medical and health records, business plans, software in human-readable form, Documentation, and diagnostic tools will continue indefinitely. Otherwise, confidentiality obligations under this Agreement will end three years after the date of disclosure. If the parties have previously entered into agreements concerning disclosure of Confidential Information, this agreement will supersede them.

15.5 Either party may disclose that NCR Voyix is your vendor and that you are an NCR Voyix

customer, the general type of Products you have acquired from NCR Voyix, the overall aggregate value of this Agreement, and a general description of the nature of the intended deployment of software and services. Except as otherwise set forth above or as required by law, the parties will keep all other terms, including pricing details, confidential.

16. RELATIONSHIP OF PARTIES. This Agreement shall not be construed to create any employment relationship, partnership, joint venture or agency relationship or to authorize any party to enter into any commitment or agreement binding on the other party.

17. BINDING EFFECT. This Agreement shall be binding upon and enure to the benefit of the parties, their legal representatives, permitted transferees, successors, and assigns as permitted by this Agreement.

18. CHANGES TO AGREEMENT AND SCHEDULES. NCR Voyix reserves the right to modify at any time this Agreement, including the applicable Schedules to the Agreement. If NCR Voyix makes any modifications it will provide notice to Customer of such modifications, which notice may be given by any of the following means: (a) by the posting of a notice on a prominent screen or area within the Hosted NCR Voyix Software; (b) by e-mail to the e-mail address that Customer has provided NCR Voyix; (c) by regular mail to the mailing address that Customer has provided to NCR Voyix; or (d) by any other electronic or non-electronic means that NCR Voyix believes is reasonably likely to reach Customer. Unless Customer thereafter provides notice to NCR Voyix that Customer elects to terminate the Agreement within 30 days from the date of such notice to Customer, such modifications shall thereafter be effective under this Agreement.

19. ASSIGNMENT. Except as otherwise set forth in this Agreement, this Agreement and all rights and obligations may not be assigned in whole or in part by either party without the prior written consent of the other, except the rights and obligations of NCR Voyix may be assigned without such consent to another entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring or to any Affiliate of NCR Voyix. A transfer of more than 50% of the voting stock or other ownership interest of Customer shall be deemed an assignment for the purposes of this section. Any purported assignment in violation of this Section 19.0 shall be null and void. NCR Voyix reserves the right to charge its then prevailing transfer fees for any assignment that NCR Voyix may consent to hereunder.

20. GOVERNING LAW. New York law governs the Agreement, transactions occurring under it, and the relationships created by it, except for its laws regarding conflicts of law and arbitrability; the Federal Arbitration Act will govern all issues of arbitrability.

21. NCR VOYIX RIGHT TO FILE FINANCING STATEMENTS. Although title remains with NCR Voyix as to all Software and other items made available to Customer under the Program, to the extent it is deemed necessary or desirable by NCR Voyix under applicable law to file one or more UCC financing statements or similar lien instruments in any jurisdictions in which such items are located, Customer grants to NCR Voyix a security interest in all such items and Customer authorizes NCR Voyix to prepare and record any and all such UCC financing statements or similar lien instruments, and to do so without necessity of obtaining Customer's signature. In furtherance of the foregoing authorization, Customer appoints NCR Voyix as Customer's attorney-in-fact to execute and deliver such UCC financing statement and other lien instruments to reflect all interests of NCR Voyix in such Program items.

22. FURTHER LIMITATIONS ON CUSTOMER ACTIONS AND ENCUMBRANCES. Customer may not sell, pledge, transfer, assign or sub-rent any of the Software, subscribed Equipment, or other items subscribed to from NCR Voyix, and Customer agrees at all times hereafter to keep the Software, subscribed Equipment, and other items subscribed to from NCR Voyix free of all security interests, liens, encumbrances, mortgages and claims whatsoever, and Customer agrees that neither it nor anyone at its direction shall file a financing statement, mortgage, notice of lien, deed of trust, security agreement or any other agreement or instrument creating or giving notice of an encumbrance or charge against the Software, and other items subscribed to from NCR Voyix.

23. MISCELLANEOUS.

23.1 No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. Other than notices under Section 18.0, which may be given as provided in such section, all notices required to be given hereunder shall be given in writing delivered by any means which provides written evidence of the date received, addressed to the signatory at the address set forth above, or such other person and address as may be designated from time to time in writing, and all such notices shall be deemed given at the time receipt is evidenced. Both parties acknowledge that this is an arms-length transaction or relationship. There exists no implied or otherwise unstated covenants, rights or obligations by, of or against either party.

23.2 Customer acknowledges that it has read this Agreement, understands this Agreement, and agrees to be bound by its terms and conditions. Customer agrees that this Agreement, together with any Exhibits, Schedules and other applicable NCR Voyix agreements referencing this Agreement and expressly made a part hereof will be the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such facsimile or electronic signature were an original signature.

HOSPITALITY SUBSCRIPTION PROGRAM AGREEMENT SCHEDULES

Schedule 1

Description of Additional Policies for Software

This Schedule 1 sets forth certain additional terms and conditions applicable to Software.

1. SOFTWARE LIMITATIONS.

1.1 NCR Voyix reserves all rights not expressly granted herein. Except as otherwise agreed to by NCR Voyix, no express or implied license or right of any kind is granted to Customer regarding the NCR Voyix Software or Documentation, including, but not limited to, any right to know, use, produce, receive, reproduce, copy, market, sell, distribute, transfer, translate, modify, or adapt the NCR Voyix Software or Documentation or create derivative works based on the NCR Voyix Software or Documentation or any portions thereof, or obtain possession of any source code or other technical material relating to the NCR Voyix Software. The NCR Voyix Software may not be used for commercial timesharing, service, business or other rental or sharing arrangements. Further, Customer shall not decompile, reverse assemble, or otherwise reverse engineer the NCR Voyix Software.

1.2 With respect to NCR Voyix Software which resides at the Licensed Site, Customer may relocate the NCR Voyix Software and Documentation to another site owned and/or operated by Customer (which new site will replace the old Licensed Site and become the new Licensed Site), but only if Customer gives NCR Voyix at least 15 days' prior written notice and provided that Customer is current on all payment obligations to NCR Voyix, and all of the NCR Voyix Software and Documentation, and all copies thereof, located at the old Licensed Site are moved to the new Licensed Site.

1.3 In the event that Customer sells a Licensed Site or otherwise ceases operation of business at a Licensed Site, NCR Voyix agrees to allow the transfer of the license to the NCR Voyix Software and Documentation used at such Licensed Site to the new operator of such Licensed Site upon the following terms and conditions: (a) in no event shall the license to the NCR Voyix Software be transferred to any entity that offers for sale or licenses or develops software that is, in NCR Voyix's reasonable opinion, a potential substitute or replacement for the NCR Voyix Software or any part thereof; (b) the transferee must execute NCR Voyix's standard form of software license agreement or subscription program agreement, as modified by such terms and conditions as NCR Voyix may reasonably require given the circumstances under which transferee obtained the license to the NCR Voyix Software and Documentation; (c) Customer shall pay the then prevailing transfer fee per Licensed Site charged by NCR Voyix; and (d) prior to the effective date of the transfer, Customer must have paid to NCR Voyix any and all monies due to NCR Voyix, whether under this Agreement or any other agreement between NCR Voyix and Customer.

1.4 The NCR Voyix Software which resides at a Licensed Site may not be interfaced to any third party application without authorization from NCR Voyix. Any NCR Voyix interface to such third party application must be licensed by Customer for each authorized copy of the NCR Voyix Software that has been licensed by Customer in accordance with the terms of this Agreement.

1.5 Customer may not use the NCR Voyix Software in a manner or environment that does not comply with the applicable provisions of the PCI-DSS. Further, Customer may not use any remote access application to access the NCR Voyix Software, except as authorized by NCR Voyix.

2. NCR VOYIX SOFTWARE SUPPORT.

2.1 NCR Voyix, NCR Voyix's authorized reseller, or otherwise NCR Voyix authorized party, as may be applicable (depending on whether Customer subscribes to the Program directly with NCR Voyix, NCR Voyix's authorized reseller or otherwise NCR Voyix authorized party, respectively) will provide support services directly to each Licensed Site. As part of these services, NCR Voyix, NCR Voyix's authorized reseller or otherwise NCR Voyix authorized party will provide Customer with contact information which will enable Customer to report NCR

Voyix Software problems and receive assistance in resolving NCR Voyix Software problems. Upon receipt of such notification from Customer, NCR Voyix, NCR Voyix's authorized reseller or otherwise NCR Voyix authorized party will use reasonable efforts to respond to Customer and diagnose the NCR Voyix Software problem. NCR Voyix Software problem diagnosis will include a determination as to whether: (a) the reported NCR Voyix Software problem constitutes an NCR Voyix Software error, irregularity, interruption or malfunction, or; (b) the reported problem is excluded from support services, as specified in Section 2.2 below. NCR Voyix, NCR Voyix's authorized reseller or otherwise NCR Voyix authorized party will notify Customer promptly of its determination and rationale for the determination. If the reported problem constitutes an NCR Voyix Software error, irregularity, interruption or malfunction, Customer will be responsible for providing NCR Voyix, NCR Voyix's authorized reseller or otherwise NCR Voyix authorized party with sufficient documentation and materials, if any, in order for NCR Voyix, NCR Voyix's authorized reseller or otherwise NCR Voyix authorized party to reproduce the reported problem. If the problem is verified, NCR Voyix, NCR Voyix's authorized reseller or otherwise NCR Voyix authorized party will use reasonable efforts to provide Customer with a temporary "fix" or provide Customer with the necessary technical assistance to enable Customer to correct the problem or to otherwise become operational. In the event that the verified problem is not, in NCR Voyix's, NCR Voyix's authorized reseller's or otherwise NCR Voyix authorized party's opinion, valid or reproducible, NCR Voyix, NCR Voyix's authorized reseller or otherwise NCR Voyix authorized party shall notify Customer promptly with its rationale for such a determination.

2.2 Incidents logged for NCR Voyix Software support services for any of the reasons set forth below are excluded from support services and will be subject to out-of-scope charges:

- (a) Software licensed to Customer by third parties other than NCR Voyix.
- (b) NCR Voyix Software defects, abnormal operation of the NCR Voyix Software or inability to operate the NCR Voyix Software resulting from Customer's misuse or improper use of the NCR Voyix Software, use of the NCR Voyix Software or equipment by untrained personnel or personnel who require additional training from Customer, improper entry of data in connection with the NCR Voyix Software or from combining or merging the NCR Voyix Software with any computer equipment or software not supplied by NCR Voyix (or not approved in writing by NCR Voyix to be combined or merged with the NCR Voyix Software).
- (c) Requests for technical assistance arising solely from the inability of Customer personnel to operate the NCR Voyix Software in conformity with store or Customer operational procedures including, but not limited to, product pricing and cash management policies.
- (d) Problems of the NCR Voyix Software caused by Customer's data, network, database, operational or other environmental factors not within the direct control of NCR Voyix, its authorized reseller or otherwise NCR Voyix authorized party.
- (e) Errors for which NCR Voyix, its authorized reseller or other NCR Voyix authorized party has provided technical or operational corrections not implemented by Customer within a reasonable time (not to exceed 90 days).
- (f) Support or maintenance services for NCR Voyix Software provided to Customer for testing purposes.

Schedule 2

Description of Additional Policies for Hosted Software

This Schedule 2 sets forth certain additional terms and conditions applicable to the Hosted NCR Voyix Software.

1. **DEFINITIONS.** The following terms shall have the meanings described below:
 - 1.1. **“Customer Equipment”** means the Customer-owned equipment, Customer-managed networks, and Customer-managed systems and systems interfaces, including associated software;
 - 1.2. **“Data Center”** means the physical facility where the System resides.
 - 1.3. **“Extreme Service Interruption Event”** means an event outside the reasonable control of NCR Voyix or its subcontractors or agents that causes a System outage of significant enough nature to trigger NCR Voyix’s disaster recovery plan. Events of this type include, but are not limited to, acts of government agency, war, riot, civil unrest, work stoppages, strikes, flood, extreme weather, fire or other natural calamity or other Force Majeure Event. If such an event occurs, NCR Voyix will use commercially reasonable efforts to restore service according to NCR Voyix’s disaster recovery plan.
 - 1.4. **“Hosting Web Site”** means the internet web site identified by a unique uniform resource locator and operated by NCR Voyix in connection with the Hosting Services.
 - 1.5. **“Scheduled Downtime”** means any System downtime occurring within a planned System maintenance window as communicated to Customer. NCR Voyix will provide Customer with reasonable prior notice of any Scheduled Downtime via e-mail or NCR Voyix’s Hosting Web Site. NCR Voyix will seek to minimize the impact of Scheduled Downtime or any unscheduled downtime to the Customer’s business operations. Whenever feasible, NCR Voyix will seek to limit Scheduled Downtime to no more than three hours in a calendar week.
 - 1.6. **“System Availability Monitoring Mechanism”** shall mean the methodology for measuring and monitoring occurrences of service interruptions, as defined through the use of properly functioning Hosting Web Site monitoring tools to access a system’s monitoring web page from all monitoring points.
 - 1.7. **“System Downtime”** means any interruption of access to the Hosting Web Site as measured by the System Availability Monitoring Mechanism. System Downtime specifically excludes: (a) any Scheduled Downtime; (b) inability to access the System resulting from failure in the internet backbone or networks not directly managed by NCR Voyix or its subcontractors or agents; (c) erroneous System monitoring, in which NCR Voyix establishes that the incorrect reporting of the inability to access the System was due to failure in the monitoring mechanism rather than a failure in the System; (d) an Extreme Service Interruption Event; or (e) any System Downtime caused by Customer.
 - 1.8. **“System Modification Management Process”** means the procedures by which upgrades and modifications are made to the System environment. NCR Voyix will maintain a System modification management process. This process will include: (a) procedures for notifying Customer of a pending change to the production environment; and (b) procedures for documenting the outcome of changes.
 - 1.9. **“Third-Party Products”** shall mean the third-party products and/or services which are purchased by Customer from NCR Voyix.

2. **HOSTED SOLUTIONS/THIRD PARTY PRODUCTS.**

- 2.1. **Installation of NCR Voyix Utilities.** To facilitate Customer’s access to and use of the Hosted NCR Voyix Software as permitted herein, NCR Voyix shall use commercially reasonable efforts to remotely install, via United States, Hospitality Subscription Program Agreement (SMB)
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NCR Voyix Confidential

the internet, certain NCR Voyix proprietary application software or utilities (the “NCR Voyix Utilities”) on the Customer Equipment at each of the Customer locations as may be determined by the mutual agreement of the parties (the “Customer Locations”). Except as otherwise specifically permitted herein, the restrictions on the use of the NCR Voyix Software as set forth in the Agreement shall apply with equal force and effect to Customer’s use of the NCR Voyix Utilities hereunder.

2.2. Additional Terms and Conditions. Additional Terms and Conditions applicable to a specific Hosted NCR Voyix Software (“**Additional Terms and Conditions**”), if any, are set forth in Sub-Schedule to this Schedule 2. In the event there is a conflict between this Schedule 2 with those Additional Terms and Conditions applicable for a particular selected Hosted NCR Voyix Software, the Additional Terms and Conditions, as applicable for the particular selected Hosted NCR Voyix Software, shall prevail.

2.3. Application Management of Hosted NCR Voyix Software. NCR Voyix shall establish and maintain NCR Voyix’s then-current generally released version of the Hosted NCR Voyix Software and the System so that they are available for access and use by Customer in accordance with this Schedule 2.

2.4. Hosting Services. NCR Voyix shall furnish facilities, equipment, computer programs and services, as specified from time to time by NCR Voyix, that NCR Voyix deems necessary for operation and maintenance of the System (collectively, the “**Hosting Services**”).

2.5. Use of Hosting Providers. Customer acknowledges and agrees that NCR Voyix may contract with one or more third parties to perform all or any portion of the Hosting Services provided, however, that NCR Voyix shall remain responsible for the performance of the Hosting Services consistent with the terms of this Schedule 2. For purposes hereof, any such third party shall be referred to as a “**Hosting Provider**”. Customer agrees to communicate only with NCR Voyix (and not such Hosting Provider) regarding the Hosting Services hereunder.

2.6. System Performance Requirements. Certain Hosted Services are subject to the service level agreement set forth on Schedule 5 (NCR Voyix Services Level Agreement) attached hereto.

2.7. Support Services. Help desk support and implementation services for the Hosted NCR Voyix Software and other parts of the System (including assistance with the installation and implementation of any Upgrades made available by NCR Voyix for the Hosted NCR Voyix Software or any parts of the System) shall be provided by NCR Voyix.

2.8. Exclusions and Limitations.

2.8.1. NCR Voyix is not responsible for acts or omissions of Customer or its representatives that result in failure of or disruption to the System or access to the Hosted Software.

2.8.2. Customer agrees that neither Customer nor its representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures of NCR Voyix relating to the Hosted Software or the System. Any such attempts may, among other things, cause failure of, or disruption to, the System or the Hosted Software. Any failure of or disruption to the System or the Hosted NCR Voyix Software resulting from a violation of this Section 2.8 shall not be considered Scheduled Downtime.

2.8.3. Customer will be responsible, and will indemnify NCR Voyix, for any damage or service interruptions caused by Customer or its representatives in violation of this Section 2.8 including, without limitation, any damage to any NCR Voyix equipment, or equipment managed for NCR Voyix by another third party in connection with the Hosting Services provided by NCR Voyix hereunder.

2.8.4. Customer agrees to compensate NCR Voyix, at its then-current professional services rates, for all remedial services or losses resulting from any violations of this Section 2.8.

2.8.5. NCR Voyix does not control the flow of data to or from the network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by

third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the internet (or portions thereof). Although NCR Voyix will use commercially reasonable efforts to take the action it deems appropriate to remedy and avoid such events, NCR Voyix cannot guarantee that such events will not occur. Accordingly, NCR Voyix disclaims any and all liability resulting from or related to such events to the extent such events are not directly caused by NCR Voyix or any of its subcontractors or agents.

2.8.6. NCR Voyix is not responsible for unauthorized access to the Hosted NCR Voyix Software through Customer maintained usernames and passwords provided such unauthorized access was not directly caused by NCR Voyix or any of its subcontractors or agents.

2.8.7. NCR Voyix's performance obligations concerning the Hosted NCR Voyix Software specifically exclude the following: (a) non-production or test web sites or systems, performance of public or private internet backbones or networks not directly managed by NCR Voyix; (b) outages or issues caused by Customer's negligence, by Customer's misuse or improper configuration of the Hosted NCR Voyix Software, or by Customer's failure to follow documented procedures for the use of the Hosted NCR Voyix Software; (c) outages or issues caused by or resulting from Customer Equipment, or outages or issues occurring as a result of any actions taken by NCR Voyix at the request or direction of Customer; (d) outages initiated by NCR Voyix at the request or direction of Customer for backup, maintenance or other purposes; and (e) any professional or supplemental services outside the scope of the services specifically described as being provided hereunder or under the Agreement. Such excluded services include, but are not limited to: (i) content management; (ii) development or maintenance of Customer's intranet web site; (iii) management of non-standard interfaces; (iv) custom data conversion services; (v) system configuration services; (vi) application data maintenance (such as, but not limited to, pricebook, vendor, site, and product information maintenance); (vii) custom reporting requirements outside of those offered in the Hosted NCR Voyix Software; and (viii) hosting of any functionality other than the then-current functionality within the Hosted NCR Voyix Software.

2.8.8. NCR Voyix is not responsible for Customer's failure to adhere to and fully comply with the applicable application management and hosting policies and procedures that Customer has been informed of.

2.8.9. The Hosting Web Site may contain hyperlinks to external internet sites, which are not under the control of NCR Voyix. NCR Voyix assumes no responsibility for the content or accuracy of information contained within such internet sites and the appearance of such hyperlinks does not constitute endorsement or sponsorship of, or affiliation with, the owners of such internet sites, nor the information, products, services and trademarks contained therein.

2.8.10. In order to maintain reasonable production data storage requirements and to ensure proper performance of the System, NCR Voyix may implement, in its sole discretion, limited data archival policies and procedures including periodic data purging of the System. Customer will be responsible for any and all retention of data, records or information required by law.

2.8.11. Any downtime of the System which results from circumstances reasonably believed by NCR Voyix to pose a significant threat to the normal operation of the Hosting Web Site, the System or the Hosted NCR Voyix Software, or access to or integrity of Customer data (e.g., hacker or virus attack) shall not count as System Downtime (as defined below) under this Schedule 2. In the event of such an interruption or shutdown, NCR Voyix will attempt to return the Hosting Services to normal operation as soon as reasonably practicable.

2.8.12. Customer acknowledges and agrees that NCR Voyix will not be liable for any errors or delays in Hosted Software, or for any actions taken in reliance thereon.

2.9. Third-Party Products. With respect to any Third-Party Products provided by NCR Voyix, Customer acknowledges and agrees that its right to use any such Third-Party Products is specified on the agreement provided by the appropriate supplier of such Third-Party Products. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AND ALL THIRD-PARTY PRODUCTS ARE PROVIDED "AS-IS" WITHOUT A WARRANTY FROM NCR VOYIX. ACCORDINGLY, NCR VOYIX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY NATURE WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO

THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS.

3. **CUSTOMER OBLIGATIONS.** To facilitate NCR Voyix's provision of the Hosting Services hereunder and Customer's access and use of the Hosted NCR Voyix Software hereunder, Customer agrees to undertake the following:

(a) Provide and maintain the Customer Equipment at each of the Customer Locations in accordance with the minimum standards established by NCR Voyix, which as of the Effective Date include a windows-based PC and store level file server that each include a Windows operating system actively supported by Microsoft Corporation, an internet browser that is actively supported by Microsoft Corporation, and Customer Equipment maintained in good working order in accordance with the minimum standards recommended by the manufacturer;

(b) Provide and maintain access to the internet at each of the Customer Locations through a competent internet service provider (ISP), maintaining telephone or other telecommunication services necessary to connect each of Customer's Locations to Customer's ISP;

(c) Abide by the security procedures specified by NCR Voyix and perform reasonable and customary security practices to preclude attempts to circumvent any security procedures or utilize any unauthorized systems in an attempt to access the data of another Customer;

(d) Provide timely notification of any issues and give appropriate lead time to NCR Voyix for any special requests;

(e) Make all reasonable efforts to assist NCR Voyix in identifying, isolating and replicating issues found in the System; and

(f) Customer shall be solely responsible for the manner in which Customer and Customer's users use the System and the Hosted Software. Customer shall ensure that only authorized users have access to any user identifications or passwords for use in connection with the System and the Hosted Software and that such authorized users shall not disclose such identifications or passwords to any other individual. Customer acknowledges and agrees that it is solely responsible for strictly maintaining the confidentiality and integrity of such identifications and passwords and Customer shall indemnify and hold harmless NCR Voyix from and against any liability, damages, or costs arising from Customer's failure to comply with this obligation including, but not limited to, improper or unauthorized account access using Customer's user identifications or passwords, provided such identifications or passwords were not improperly disseminated by NCR Voyix or any of its agent or representatives. Customer shall notify NCR Voyix immediately in writing if the security or integrity of an identification or password has been compromised.

4. **DATA AGGREGATION.** NCR Voyix may use and disclose transactional and system configuration information in the form of anonymous, aggregate usage statistics that NCR Voyix derives from Customer's Locations via Customer's use of the Hosted NCR Voyix Software, but only in forms that do not reveal the identity of Customer or its confidential information, except as required by law or as may be needed in connection with any legal proceedings.

5. **ADDITIONAL DISCLAIMERS.** The following disclaimers shall be in addition to any other disclaimers elsewhere in the Agreement or this Schedule 2. Customer understands and agrees that use of or connection to the internet is inherently insecure and that connection to the internet provides opportunity for unauthorized access by a third party to Customer's or NCR Voyix's computer systems (including, but not limited to, the Customer Equipment and/or the System), networks and any and all information stored therein. INFORMATION TRANSMITTED AND RECEIVED THROUGH THE INTERNET CANNOT BE EXPECTED TO REMAIN CONFIDENTIAL, AND NCR VOYIX DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY AND NON-CORRUPTION OF ANY INFORMATION SO TRANSMITTED, OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNAL. NCR VOYIX SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S CONNECTION TO OR USE OF THE INTERNET, AND NCR VOYIX SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ITS REPRESENTATIVES OF ANY INTERNET

CONNECTION IN VIOLATION OF ANY RULE, LAW OR REGULATION. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED TO THE CONTRARY, CUSTOMER UNDERSTANDS AND AGREES THAT HOSTED SOFTWARE AND THE NCR VOYIX UTILITY ARE PROVIDED “AS-IS” AND THE WARRANTIES SET FORTH IN THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES FROM NCR VOYIX, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, REGARDING THE HOSTED SOFTWARE, THE SYSTEM, THE HOSTING SERVICES OR OTHER SERVICES PROVIDED BY NCR VOYIX HEREUNDER INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NCR VOYIX MAKES NO CLAIMS, PROMISES OR GUARANTEES ABOUT THE ACCURACY, TIMELINESS, COMPLETENESS, OR ADEQUACY OF THE RESULTS OR ANALYSIS PROVIDED BY THE HOSTED SOFTWARE, AND EXPRESSLY FURTHER DISCLAIMS LIABILITY FOR ERRORS AND OMISSIONS IN THE RESULTS AND ANALYSIS PROVIDED BY THE HOSTED SOFTWARE. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, CUSTOMER ASSUMES ALL OF THE RISK ASSOCIATED WITH CUSTOMER’S USE OF THE HOSTED SOFTWARE OR DATABASES MADE AVAILABLE BY NCR VOYIX IN CONNECTION WITH THE USE OF THE HOSTED SOFTWARE.

6. ADDITIONAL INDEMNIFICATION BY CUSTOMER. In addition to the other indemnities set forth elsewhere in the Agreement and this Schedule 2, Customer indemnifies and holds NCR Voyix, its officers, directors, employees, shareholders, agents and representatives harmless against any and all claims, losses, costs, fines, fees, liabilities or obligations made by third parties relating to: (a) the operation of Customer’s business and the conduct of other Customer activities; (b) Customer’s use of the Hosted Software, the Hosting Services or other applications and services made available hereunder; and (c) Customer’s violation of any applicable international, federal, state or local law, regulation or ordinance, in connection with Customer’s use of the Hosted Software, the Hosting Services or other applications and services made available hereunder.

Sub-Schedule

to Schedule 2

Loyalty and Stored Value

To ensure compatibility between the Hosted NCR Voyix Software and the card stock used in connection with Customer's use of the applicable Hosted NCR Voyix Software, Customer agrees to purchase card stock from a vendor that has been approved by NCR Voyix. Customer acknowledges that NCR Voyix may take reasonable measures to ensure that only approved vendor products are used, including but not limited to preventing the use of non-approved card stock in the System through any means of enforcement, including electronic measures. Customer acknowledges that approved card stock vendors are third party suppliers that are not affiliated with NCR Voyix, and that any products and/or services provided by a third-party supplier are independent of these Additional Terms and Conditions and are subject to the terms and conditions of Customer's agreement with such third party.

Electronic Communication Services

1. These terms apply only to NCR Voyix's provision of electronic communication services, such as NCR Pulse Real Time Text Paging, certain NCR Voyix online ordering functionalities and NCR Consumer Marketing (collectively, "Communication Services"). The Communication Services may enable you to send communications to your patrons, end-users or other recipients (collectively, "Recipients"), including e-mails, text messages or other electronic messages (collectively, "Communications"). Communications may be routed through wireless or mobile carriers, internet service providers or other communication service providers (each, a "CSP").

2. You are entirely responsible for your use of the Communication Services, including, but not limited to: (a) proper account setup and configuration settings; (b) obtaining consents or opt-ins from Recipients to receive Communications; (c) compliance with requests to opt-out or unsubscribe from Communications; (d) providing all required disclosures; and (e) use of valid phone numbers, e-mail addresses or other communications identifiers as appropriate for the particular type of Communication. You are responsible for compliance with: (i) all laws, rules, regulations and ordinances (including, without limitation, the Telephone Consumer Protection Act, the Federal Trade Commission Act, and the CAN-

SPAM Act); and (ii) all industry standards and CSP requirements and policies (including, without limitation, all "S.H.A.F.T" rules and similar standards), in each case, as applicable to your use of the Communication Services or the conduct of your business (collectively, "Applicable Legal Requirements"). You will not use the Communication Services in violation of Applicable Legal Requirements or to engage in any illegal or unethical activity. You are solely responsible for the content and accuracy of your Communications and any products or services offered for sale therein. You will not send any misleading, inaccurate, threatening, libelous, obscene, harassing, or offensive Communication. If NCR Voyix provides images or other materials as part of the Communication Services, you may only use them for your permitted use of the Communication Services. Further, you may not use any third party or purchased e-mail list(s) in connection with the Communication Services. NCR Voyix may immediately suspend or terminate your use of the Communication Services if you breach any obligation under this Section. You agree to immediately report any violation of this Section to NCR Voyix and provide cooperation, as requested by NCR Voyix, to investigate and/or remedy that violation. You are responsible for any and all charges (including, but not limited to, fees associated with text or email messaging) imposed by your CSP. **Message and data rates may apply. Such charges include those from your mobile carrier or other CSP.**

3. Communications may not be encrypted, so you should use appropriate care when determining the content of any Communications. Delivery and receipt of Communications may be delayed or impacted by technical or other issues with CSPs or other third parties or due to other reasons outside of NCR Voyix's control. NCR Voyix will not be liable for any losses or damages arising from the disclosure of any Communication to any third party or the non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, any Communication sent via the Communication Services.

4. You will indemnify, defend and hold harmless NCR Voyix and its Affiliates, suppliers, agents and representatives against any and all claims, losses, costs, fines, fees, liabilities or obligations arising

from: (a) your use of the Communication Services or the conduct of your business; or (b) your violation of Applicable Legal Requirements. The indemnified parties hereunder are intended third-party beneficiaries of this Section.

Fraud Detection

Certain Hosted NCR Voyix Software may perform analysis of transaction records designed to identify transaction patterns and activity that may be indicative of fraud. Customer acknowledges that the indicia reported by such Hosted NCR Voyix Software may not necessarily be the result of fraudulent activity. Customer is responsible for performing its own evaluation of any results. NCR Voyix does not guarantee the detection of fraudulent transactions.

Network and Security Services

Unless otherwise specified in these Terms and Conditions, in Documentation provided by NCR Voyix with respect to the applicable Hosted NCR Voyix Software, or in a separate writing signed by both Customer and NCR Voyix, Customer acknowledges and agrees that NCR Voyix's Network and Security Services only applies to the Customer POS System Network, and that services for any other networks other than the Customer POS System Network are outside the scope of this Network and Security Services Section 1.0 of this Exhibit A. As used herein, the term "Node" means a compatible Windows-based system and the term "Customer POS System Network" means the point-of-sale software and hardware Customer uses at a Customer Location to process cardholder data.

1. NCR Voyix's Responsibilities.

1.1 If the Network and Security Services option known as "Secure Access" (or its successor product) is selected by Customer as part of the Network and Security Services as may be designated on applicable Order, NCR Voyix will provide Customer with remote access tools and a method for providing Customer authorized third parties reasonable access to a designated Node within the Customer's POS System Network. If Customer elects to use the Secure Access SMS-based authentication feature, Customer will be required to provide NCR Voyix with a valid mobile phone number that NCR Voyix will use to provide an authentication code via text message to Customer that will allow Customer to access a designated Node within the Customer POS System

Network. Customer acknowledges that message and data rates may apply, such charges include those from Customer's mobile carrier or communication services provider.

1.2 If the Network and Security Services option known as "Threat Defender" (or its successor product) is selected by Customer as part of the Network and Security Services as may be designated on an applicable Order, NCR Voyix will provide Customer with application white listing and black listing and other related services which may include NCR Voyix's use of various third party applications or NCR Voyix proprietary services aimed at securing the Customer POS System Network. This solution will be installed on every Node within the Customer POS System Network that Customer selects. With Customer's approval, NCR Voyix will maintain a list of Customer's authorized software which is permitted to run on each Node. Any changes to this allowed software list must be requested by Customer's authorized representative.

Subscriptions to either of the Network and Security Services, i.e. Secure Access and Threat Defender (or Threat Defender and Aloha Command Center in lieu of Secure Access), include participation by Customer as a covered Customer under the Data Breach Assistance Program (the "Program"), for which NCR Voyix does not separately charge Customer. The Program assists with certain costs that may be incurred by Customer in the event of a data breach covered by the Program, which is subject to the additional terms and conditions (the "Additional Program Terms") set forth as the Breach Assistance Program for Hosted Solutions and accessible at the following weblink:
[https://www.ncrvoyix.com/dam/restaurant/docs/NC R+Breach+Assistance+Program+\(10-2023\).pdf](https://www.ncrvoyix.com/dam/restaurant/docs/NC R+Breach+Assistance+Program+(10-2023).pdf) (password: hosted) or similar website identified by NCR Voyix. Customer should review the Additional Program Terms to ensure its understanding of them. Customer's participation in the Program is conditioned at all times on the continuation of the Program by NCR Voyix, and because NCR Voyix does not separately charge for the Program, NCR Voyix reserves the right, upon notice to Customer, to discontinue or modify the Program at any time and for any reason (which reasons may include, without limitation, the continued ability of NCR Voyix to obtain or maintain any related insurance coverage on terms acceptable to NCR Voyix). However, if NCR Voyix elects to terminate the Program or make any modifications to the Program it will provide notice to

Customer of such modifications, which notice may be given by any of the following means: (a) by the posting of a notice in a prominent manner on the main access screen for the Network and Security Services software used by Customer; (b) by e-mail to the e-mail address that Customer has provided to NCR Voyix; (c) by regular mail to the mailing address that Customer has provided to NCR Voyix; or (d) by any other electronic or non-electronic means that NCR Voyix believes is reasonably likely to reach Customer. Customer shall also be required to: (i) first submit to NCR Voyix valid and correct Customer Identification Numbers (“MIDs”) for the Customer Locations then currently subscribing to either of the Network and Security Services to be covered under the Program portal or other means designated by NCR Voyix from time to time; (ii) provide updates to NCR Voyix of any Customer MIDs if they change for any reason by the same means as under subitem (a) and (c) adhere to the Additional Program Terms. Proper submission of valid and correct Customer MIDs and Customer being in good standing with fee payments to NCR Voyix and compliance with applicable terms and conditions for Network and Security Services shall be a condition to any coverage for Customer under the Program.

1.3 If the Network and Security Services option known as “Patch Management Service” (or its successor product) is selected by Customer as part of the Network and Security Services as may be designated on applicable Order, NCR Voyix will provide Customer with managed security update services for each Node within the Customer POS System Network that Customer selects provided such Node is compatible with the Patch Management Service. Such managed security update services will include those services that are described in the Documentation for the Patch Management Service.

1.4 If the Network and Security Services option known as “Antivirus Service” (or its successor product) is selected by Customer as part of the Network and Security Services as may be designated on an applicable Order, NCR Voyix will provide Customer with managed antivirus services to each Node within the Customer POS System Network that Customer selects provided such Node is compatible with the Antivirus Service. NCR Voyix is responsible for providing Customer’s selected nodes with antivirus software and deploying virus signature updates when available.

1.5 Selection of a Network and Security Services bundle including a firewall owned by Customer and approved by NCR Voyix is subject to Customer first transferring ownership and title of such firewall to NCR Voyix at no cost to NCR Voyix along with any documentation required by NCR Voyix or the manufacturer of such firewall. In the event Customer cancels this service, Customer agrees to return such firewall to NCR Voyix at Customer’s cost.

2. Customer’s Responsibilities.

2.1. A properly configured hardware firewall is required for each Customer Location using a persistent connection to the public internet or any private network where there is a potential for unauthorized access. This requirement is Customer’s responsibility.

2.2. Unless you subscribe to the Network and Security Services option known as “Antivirus Service” (or its successor product), Customer will be required to have and maintain in place third party malware and anti-virus protection software, including periodic and routine updates in accordance with the manufacturer’s recommendations, and security for the Customer’s POS System Network, which security includes unique, strong passwords per user, physical security and access control policies. Customer acknowledges and agrees that security and protection of all of its networks, including the Customer POS System Network, and the data and applications on such networks, including protections against unauthorized access, is Customer’s responsibility. Customer acknowledges that, to be effective, malware protection software, system passwords and other security software and hardware components require periodic and routine updates, which Customer must obtain or perform as applicable. Customer agrees to not use or attempt to install remote access software on the Customer POS System Network unless approved by NCR Voyix.

3. Disclaimers. NCR Voyix disclaims any warranty, expressed or implied, that the POS System Network or Customer’s data will remain malware-free or free from unauthorized intrusions. In the event that any malware is detected in the Customer POS System Network, additional services may be requested by NCR Voyix or an NCR Voyix authorized reseller to assist with the removal of malware or to address other suspected compromises at a cost to Customer.

Payments Gateway

1. Payments Gateway Services. The Payments Gateway Hosted NCR Voyix Software (the “Gateway Services”) is provided only for your own internal business purposes to service your end-user customers and clients. You will not sell or otherwise provide, directly or indirectly, any of the Gateway Services to any third party. The Gateway Services enable you to access and use NCR Voyix’s hosted Gateway Service for routing electronic payment transactions via credit, debit, and similar cards which you accept from your customers, to one or more Processors (“Transactions”) and obtaining reports based on Transaction activity. “Processor” means the third party-payment processors approved by NCR Voyix from time to time, which NCR Voyix may amend at its sole discretion. If you desire to increase the number of sites allowed to access NCR Voyix’s data center, you will submit a written change order to NCR Voyix. The change will be effective upon NCR Voyix’s acceptance, and the applicable subscription fees and other fees will be appropriately modified.

2. POS Software. During the Term, NCR Voyix grants you a limited license to install and use the Payments Gateway POS client software (“POS Software”) to enable Transactions as permitted by this Agreement and any associated Orders. Except as otherwise specifically permitted herein, the restrictions on the use of the NCR Voyix Software as set forth in the Agreement shall apply with equal force and effect to Customer’s use of the POS Software hereunder.

Subject to your payment of applicable fees in accordance with the Agreement, during the Term NCR Voyix will provide support services for the POS Software. You will provide your personnel and customers with “level 1” support via on-site trained personnel who will receive initial support calls and resolve all user-solvable issues, including calls for assistance with browsers, internet access, and other items you provide. Your support personnel may escalate unresolved calls within the scope of the POS Software to NCR Voyix’s help desk, and NCR Voyix will use commercially reasonable efforts to resolve technical issues. Support for applications or configurations not provided by NCR Voyix are not included. Telephone support for application consulting is available 24 hours a day, seven days a week. Telephone support for system unavailability issues is available 24 hours a day, seven days a week. Support efforts may include on-site visits only when,

in NCR Voyix’s sole discretion, on-site work is necessary; any customer-requested on-site visits will be charged at NCR Voyix’s then-current time and materials rates.

NCR Voyix may update the Gateway Services at any time for performance, usability, security, or other reasons. Where circumstances reasonably permit, NCR Voyix will provide you prior written notice of changes that it deems likely to require substantial action on your part. At NCR Voyix’s request, you will provide reasonable access to your systems and personnel as required to implement changes. New Gateway Service releases may change user interfaces, features, procedures, configuration, and user documentation; utilizing them may require you to upgrade or modify your hardware at your own cost.

NCR Voyix is not responsible for correcting problems: (a) in any version of the POS Software other than the most recent, but NCR Voyix will continue to support prior releases (i) for 120 days from the new release date to allow you to implement the newest release, and (ii) beyond 120 days, but only if such support is not to correct a problem that a newer release corrected; (b) that are outside of the NCR Voyix-Controlled Environment; (c) resulting from your or a third party’s error, misuse, or modifications of the POS Software; or (d) resulting from causes outside of NCR Voyix’s control. The “NCR Voyix-Controlled Environment” means the hardware and software under NCR Voyix’s sole control in its Payments Gateway data processing center, and any point in the NCR Voyix network between the point your Customer Data (as defined below) reaches that hardware and software and the point it reaches your Processor’s routers or another component not under NCR Voyix’s sole control.

3. Customer Data. “Customer Data” means information (which may include Personal Information) that you transfer to NCR Voyix for processing and that is collected, stored, or maintained in the course of performing the Gateway Services specified in an Order. Customer Data expressly excludes any data that does not connect or associate you or your employees or consumers to or with such data. Support services do not include network configuration, assessment, growth or capacity planning; replacement of corrupted files; code changes you request; or installation, user training, or data conversion.

Customer Data will remain your property. Except as otherwise provided in this Agreement, NCR Voyix will not disclose Customer Data to any third party without your consent, but you acknowledge that Customer Data and your confidential information may be subject to regulation and examination by auditors and regulatory agencies, and NCR Voyix may disclose it to them upon their request. NCR Voyix may retain, disclose, and use Customer Data in an anonymized or aggregated form which has had all Personal Information removed for statistical purposes and functionality evaluations related to the performances of the Gateway Services. You are responsible for the content of the Customer Data and for your compliance with any Privacy Laws, regulations, or other legal duties applicable to your possession, transmission, processing, or use of Customer Data, including providing appropriate notifications and communications to Data Subjects and managing any complaints from Data Subjects.

4. Customer Responsibilities

4.1 Processor Requirements. Gateway Services neither include, nor does NCR Voyix take any responsibility for, any payment processing services, which must be provided by currently supported Processors with whom you contract directly.

4.2 System Requirements. You will meet the following system requirements, including obtaining and maintaining the necessary hardware and software.

4.2.1 Electronic payments terminals (“PIN pads”) configured to support point-to-point encryption at each POS location designated to be compatible with the Gateway Service. Confirmation of compatibility for specific terminal types will be provided upon request.

4.2.2 Store connection to a network or the internet that enables connection to the NCR Voyix data centers. Connection must extend to the individual unit that will use the Gateway Service.

4.2.3 A voice-data telephone line must be available if dial-backup functions will be used.

4.2.4 A network or internet-enabled PC and connection is required for users to access reporting, data, analysis and other capabilities provided by the Gateway Service.

4.2.5 A processing agreement/merchant agreement directly with a Processor for each electronic Transaction type that you will conduct.

a. YOUR MERCHANT AGREEMENTS MUST BE DIRECTLY BETWEEN YOU AND YOUR PROCESSOR .

b. You will provide the initial and signature pages of your Merchant Agreements when you execute this Addendum, and any time you intend to add or delete a Processor.

c. The list of Processors may change from time to time. NCR Voyix intends to retain processor agreements as long as possible, however business and technical issues may prevent continuation of processor relationships. NCR Voyix is not obligated to enable Transactions with any Processor.

4.2.6 If you choose to install dedicated leased lines, they will be at your expense, and you will pay NCR Voyix the applicable recurring cross connect and rack space fees and any other applicable fees. Leased line fees will be invoiced monthly in arrears.

4.3 NCR Voyix will make commercially reasonable efforts to maintain ongoing compatibility between the Gateway Service and certain Processors. Such efforts may require maintenance and, from time to time, upgrades or updates of your systems at your cost.

4.4 You will allow NCR Voyix and its representatives reasonable access to the Gateway POS Software and use of necessary facilities and equipment at no charge in order to perform support services, including without limitation remote access, subject to your reasonable access controls, to any machine where the POS Software is installed. NCR Voyix reserves the right to charge extra for support services where remote access is not provided. If a license, permit, or other authorization is required prior to NCR Voyix’s performance of a particular service because of your environment (for example, an airport), NCR Voyix may, in its discretion, decline to perform that Service if obtaining the necessary authorization would, in NCR Voyix’s opinion, constitute an unwarranted burden.

4.5 You acknowledge that NCR Voyix does not control the transfer of data over telecommunications facilities and that the internet is inherently insecure

and provides opportunity for unauthorized access by third parties. Your connection to NCR Voyix's data center will be via a firewall or separate dedicated virtual private network solution. You are responsible for maintaining the security of your own systems, servers, and communications links, and for providing secure access to those systems and information, including Personal Information that NCR Voyix requires to provide the Gateway Services to you. "Personal Information" means information relating to an identified or identifiable natural person to the extent treated as such under applicable law. NCR Voyix will use its best efforts to prevent the disclosure of Personal Information to third parties and its employees who do not have a need to know, but may disclose Personal Information to the extent compelled by process of law. You will: (a) not disclose Personal Information to NCR Voyix other than that which is reasonably required for NCR Voyix to carry out the Gateway Services, and then only during the time period reasonably required; (b) have in place appropriate privacy and security safeguards to prevent the unauthorized use and disclosure of Personal Information; (c) guard against misuse of any password whether or not provided by NCR Voyix, and change any password upon NCR Voyix's direction; (d) not transmit any data, including Customer Data, to NCR Voyix for processing for a purpose that does not comply with applicable law or regulations; and (e) provide reasonable cooperation to facilitate the parties' compliance with applicable law and regulation. To the extent they may affect NCR Voyix's use or disclosure of Personal Information, you will notify NCR Voyix in writing of any limitations or restrictions on the permitted use or disclosure of Personal Information; or any changes in, or revocation of, permission by a data subject to use or disclose Personal Information. You will at your expense defend NCR Voyix against any Data Claim, and will also pay the damages, costs and attorney's fees that are awarded against NCR Voyix in a final, non-appealable court judgment for the Data Claim, or required to be paid by NCR Voyix or on its behalf in a settlement of the Data Claim that you have agreed to in writing. "Data Claim" means a third party claim brought against NCR Voyix to the extent the claim is based on or arising out of a breach of your responsibilities under this Section. You will advise NCR Voyix if you become aware of any legal requirement in any relevant country with respect to your use of the Gateway Services, including but not limited to, requirements related to privacy or data security or restrictions on the use of Customer Data. NCR Voyix will use reasonable efforts to meet such

requirements, but if doing so materially increases NCR Voyix's costs or resource requirements, NCR Voyix reserves the right to adjust Service charges accordingly.

NCR Voyix has implemented reasonable and appropriate security policies and procedures designed to protect the security of Personal Information in NCR Voyix's possession from unauthorized access, use, storage, and disposal. Such policies and procedures include: (a) maintaining an appropriate level of physical security controls over its data center including, but not limited to, appropriate alarm systems, fire suppression, and access controls (including off-hour controls); (b) periodically testing its systems for security breach vulnerabilities; (c) using commercially reasonable efforts to protect its systems from unauthorized access, including the use of firewall and, where appropriate, data encryption technologies; and (d) maintaining safety and physical security procedures with respect to its access and maintenance of Personal Information which are materially consistent with generally accepted industry practice. Notwithstanding the foregoing, you acknowledge that NCR Voyix cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Personal Information for improper purposes.

PCI ATTACHMENT FOR PAYMENT OFFERS

The obligations and liabilities of each party with respect to Cardholder Data as defined below are as follows. Exhibit A, Section 9 (Payment Card Industry Matters) does not apply to Gateway Services.

1. Definitions.

1.1 "Cardholder Data" has the meaning established by the PCI Security Standards Council, and includes Sensitive Authentication Data.

1.2 "PCI Standards" means the applicable Data Security Standards published by the PCI Security Standards Council.

1.3 "Privacy Laws" means, for the purposes of this Attachment only, all laws and regulations that govern the access, use, disclosure or protection of Cardholder Data, as well as those PCI Standards, which are applicable to the Gateway Services.

2. Security. NCR Voyix has implemented physical, technical, and organizational measures designed to

secure Cardholder Data from unauthorized access, use, alteration, or disclosure. NCR Voyix will: (a) maintain an appropriate level of physical security controls over the NCR Voyix-Controlled Environment including, but not limited to, appropriate alarm systems, fire suppression, and access controls; (b) periodically test its systems for security breach vulnerabilities; (c) use commercially reasonable efforts to protect its systems from unauthorized access, including the use of firewall and data encryption technologies as applicable; and (d) maintain safety and physical security procedures with respect to its access and maintenance of Cardholder Data which are materially consistent with general

industry practice. As part of its security program, NCR Voyix provides ongoing information security awareness communications for NCR Voyix IT employees, including security awareness training courses, and corporate ethics and compliance training with annual certification requirements.

3. Your Responsibilities. You will not request that NCR Voyix use or disclose Cardholder Data in any manner that would not be permissible under Privacy Law. You are responsible for your compliance with Privacy Laws, including any requirements to provide your customers or employees with notice, choice, consent and access or correction to Cardholder Data.

Schedule 3

Description of Additional Policies for Equipment

This Schedule 3 sets forth certain additional terms and conditions applicable to the Equipment.

1. EQUIPMENT MAINTENANCE SERVICES.

1.1 NCR Voyix Equipment (except for servers, which are addressed below) is eligible for maintenance services under the following program: **7 x 9 Next Calendar Day (NCD) Delivery**. NCR Voyix will use reasonable efforts to dispatch a replacement item of Equipment to the Licensed Site via overnight delivery on the same Calendar Day (“**Calendar Day**” is defined as any day of the week, including weekends) that the Support Technician determines that a replacement item of Equipment is required if such determination is made prior to 6:00 p.m., Eastern Time, or by the next Calendar Day if such determination is made after 6:00 p.m., Eastern Time. NCR Voyix will pay all shipping charges and bear all risk of loss with respect to any replacement item of Equipment prior to the delivery of such replacement to you. If a replacement item of Equipment is required, you will be issued an RMA number which will constitute your authorization to return the failed or malfunctioning item of Equipment to NCR Voyix, at your risk and expense.

1.2 Server Maintenance Plan. Back office server Equipment is covered by NCR Voyix’s Next Business Day (NBD) **5 x 9 Part and Tech Service Program**. Under this program, subject to: (a) the Licensed Site being located within a coverage area as determined solely by NCR Voyix; and (b) the Support Technician’s determination that a replacement item of Equipment is required, NCR Voyix will dispatch the required replacement item of Equipment to the Licensed Site and a Support Technician will be dispatched to that Licensed Site (the “**On-Site Technician**”) in order to “swap out” the failed or malfunctioning item of Equipment with a replacement item of Equipment. The On-Site Technician will be responsible for packaging and shipping the failed or malfunctioning item of Equipment to NCR Voyix and NCR Voyix will pay all shipping charges and bear all risk of loss related thereto.

2. EQUIPMENT MAINTENANCE POLICIES, PROCEDURES AND LIMITATIONS.

2.1 Equipment returned for reasons other than malfunction or defect including, without limitation, reasons relating solely to physical appearance, aesthetic quality or other cosmetic factors, battery life, printer consumables, or broken cables and connectors will not be considered by NCR Voyix as qualifying for maintenance services at no additional charge hereunder, whether during or after the applicable warranty term.

2.2 Malfunctioning or defective Equipment or damage to Equipment caused by the following circumstances will not be considered by NCR Voyix as qualifying for maintenance services at no additional charge hereunder, whether during or after the applicable warranty period: (a) failure to operate the Equipment continually in a suitable operating environment as designated by NCR Voyix or the manufacturer of the Equipment; (b) use of the Equipment for other than data processing purposes or neglect or abuse of the Equipment; (c) accident or disaster (including, but not limited to, flood, fire and lightning); (d) alteration by Customer or any third party other than NCR Voyix; (e) use of the Equipment with electrical systems external to the Equipment or accessories, attachments or other devices not furnished by NCR Voyix; (f) faulty electrical power (e.g., not properly grounded, surge suppressed, etc.); (g) relocation or moving of any Equipment; or (h) malfunctions or other problems relating to the Equipment caused by software other than the NCR Voyix Software.

2.3 Customer shall pay the then-current “out-of-scope” service rate for any item of Equipment returned for any of the reasons set forth elsewhere in this Section 2.

2.4 Timelines described in the applicable Equipment maintenance plan shall not be applicable to Customer-deferred calls. Service requests received within four hours of a Licensed Site closing will be considered Customer-deferred calls.

2.5 Licensed Sites or Equipment items may only be added to an Equipment maintenance plan with 30 days' prior written notice to NCR Voyix.

2.6 NCR Voyix's Equipment maintenance plans, services offerings and associated pricing are valid only within the continental United States.

2.7 When Equipment upgrades are necessary because of an Equipment's performance or end of life, Customer and NCR Voyix agree to negotiate in good faith a mutually agreeable addendum to this Agreement that includes an adjustment in the fees associated with Equipment maintenance service for such upgraded Equipment. In lieu of an addendum and price adjustment, NCR Voyix, at its discretion, may substitute Equipment of equal or greater functionality.

2.8 Nothing in this Exhibit shall require NCR Voyix to dispatch multiple items of Equipment to a single Licensed Site in a single day due to Customer's failure to promptly notify NCR Voyix of Equipment failures requiring replacement pursuant to the terms hereof. If multiple replacement items of Equipment are due to be dispatched to one Licensed Site, Customer understands that NCR Voyix will only dispatch the number of items that NCR Voyix reasonably determines are required and that such items may be dispatched over multiple days based upon such determination.

2.9 In the event Customer requests that NCR Voyix dispatch replacement items of Equipment to a mutually agreed upon location other than the Licensed Site, NCR Voyix shall undertake reasonable efforts to dispatch the replacement items of Equipment to such other location in accordance with the terms of the Equipment maintenance plan applicable to the Licensed Site.

2.10 Customer will be required to return all failed Equipment to NCR Voyix at Customer's risk and expense. NCR Voyix will not be responsible for backing-up, removing, protecting or restoring programs, data or removable storage media contained in or operating on any item of failed Equipment, unless otherwise agreed to in writing by the parties.

2.11 The cost of replacement items of Equipment provided under the maintenance plans will be included in the price of the maintenance plan, provided that: (a) the Equipment malfunction or failure was not caused by any of the circumstances set forth in this Section 2; and (b) Customer returns any failed item of Equipment within 30 days of Customer's receipt of the replacement item of Equipment. If Customer fails to timely return the Equipment, Customer will be charged the then-current list price for the replacement item of Equipment. Any failed item of Equipment returned to NCR Voyix between 31 and 60 days after Customer's receipt of the replacement item of Equipment may be accepted for return at NCR Voyix's discretion and, if accepted, will be subject to a restocking fee of 25% of the then-current list price for the replacement item of Equipment.

3. EQUIPMENT REFRESH. POS terminals, kitchen controllers, and back-office servers that have been leased from NCR Voyix (NOT PURCHASED) in the Point of Sale as a Service Program for five years ("**Refresh Items**") will be replaced with comparable next-generation items once such next-generation items are available. NCR Voyix will coordinate the replacement of the Refresh Items at the Licensed Site. Equipment items other than Refresh Items will be replaced as needed with new or refurbished items pursuant to the maintenance terms herein.

Schedule 4

Description of Additional Policies for NCR Voyix Business Services Layer (BSL)

This Schedule 4 sets forth certain additional terms and conditions applicable to the Business Services Layer and application program interfaces covered by the Agreement.

This Agreement governs your use of NCR Voyix's Business Services Layer (the "**Platform**"), through which, subject to this Agreement, you can interface authorized NCR Voyix Products with third party applications authorized by NCR Voyix (such third-party applications, "**Applications**"). To use the Platform, you (or an authorized third party on your behalf) must purchase a license to use the Platform. Compatible hardware, software (latest version recommended and sometimes required) and internet access are required. Platform performance may be affected by these factors.

1. NCR VOYIX AND APPLICATION DEVELOPER.

Applications made available through the Platform are licensed, not sold, to you. Your license to each Application is subject to your prior acceptance of this Agreement and the Application developer's license agreement between you and the application developer ("**Provider Agreement**") if one is provided. Your license to access an Application via the Platform is granted by NCR Voyix, and your license to use any Application is granted by the application developer.

2. SCOPE OF LICENSE.

Subject to your strict compliance with this Agreement, NCR Voyix grants you a non-exclusive, non-sublicensable, revocable, nontransferable, non-assignable, and limited right and license to: (a) use the Platform on NCR Voyix Products that you own or license from NCR Voyix; and (b) access and use the Platform to use Applications integrated with the NCR Voyix Product. This license is limited to your internal business purposes to service customers. NCR Voyix may suspend or terminate your right to use the Platform if applicable fees are not timely paid.

NCR Voyix reserves all rights not expressly granted in this Agreement, including all right title and interest in and to the Platform and APIs. Except as expressly granted in this Agreement, NCR Voyix provides no express or implied license or right of any kind to you regarding the APIs, the Platform, or any other NCR Voyix Product including any right to know, use, produce, receive, reproduce, copy, market, sell, distribute, transfer, translate, modify, import, offer for sale, display, or adapt NCR Voyix Products or create derivative works based on NCR Voyix Products or any portions thereof, or obtain possession of any technical material relating to the NCR Voyix Products. NCR Voyix Products may not be used for commercial timesharing, service bureau business, or other rental or sharing arrangements. Company will not decompile, reverse assemble, or otherwise reverse engineer the NCR Voyix Products.

3. CONSENT TO USE OF DATA.

You grant NCR Voyix a perpetual, non-exclusive, irrevocable, sub-licensable, transferrable license to use the data transmitted through the Platform: (a) to provide the NCR Voyix Product and the Platform as well as related products, software, materials and services under this Agreement or another agreement between you and NCR Voyix; (b) for product and service enhancements, as well as research and development purposes; and (c) after it has been aggregated, for analytics, commercial and benchmarking purposes.

4. EXTERNAL SERVICES.

The Platform may enable access to third-party services and websites and Applications (collectively and individually, "**External Services**"). You agree to use the External Services at your sole risk. NCR Voyix is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by any External Service, including but not limited to financial, and location information, is for general informational purposes only and is not guaranteed by NCR Voyix or its agents. You will not use the External Services in any manner that is inconsistent with the terms of this Agreement or that infringes the intellectual property rights of any third party. You agree not to use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and that NCR Voyix is not responsible for any such use. External Services may not be available in all languages or in your home country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. NCR Voyix reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

5. INTELLECTUAL PROPERTY.

NCR Voyix will own, and you hereby assigns to NCR Voyix: (a) any improvements, modifications, corrections, enhancements, extensions, or derivatives you may make to, or that are based on, NCR Voyix Products and all associated intellectual property rights (collectively, "**Improvements**"); and (b) any comments or suggestions related to the NCR Voyix Products that may be provided by Company and all associated intellectual property rights (collectively, "**Feedback**"). Without limiting the generality of the foregoing, NCR Voyix may use Improvements and Feedback without restriction, including without providing attribution or compensation to you or any third party.

6. CERTAIN ADDITIONAL DISCLAIMERS.

NCR VOYIX DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.

NCR VOYIX SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK.

NCR VOYIX DOES NOT REPRESENT OR GUARANTEE THAT THE PLATFORM WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY CONTENT ACQUIRED OR LICENSED THROUGH THE PLATFORM.

NCR VOYIX IS NOT RESPONSIBLE FOR DATA CHARGES YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THE SERVICES.

7. OTHER PROVISIONS.

You hereby grant NCR Voyix the right to take steps NCR Voyix believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that NCR Voyix has the right, without liability to you, to disclose any data and/or information to law enforcement authorities, government officials, and/or a third party, as NCR Voyix believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to NCR Voyix's right to cooperate with any legal process relating to your use of the Platform, and/or a third-party claim that your use of the Platform is unlawful and/or infringes such third party's rights).

8. SYSTEM PERFORMANCE REQUIREMENTS. Certain functions of the Platform are subject to the service level agreement set forth on Schedule 5 (NCR Voyix Services Level Agreement).

Schedule 5

NCR Voyix Services Level Agreement

1. NCR Voyix uses commercially reasonable efforts to make certain Hosted NCR Voyix Software and Business Services Layer services (“Hosted Services”) available at the Availability Rate (as described below) for each calendar month, starting on the first day of the first month after billing for the applicable Hosted Service begins. If NCR Voyix does not meet the Availability Rate, you are entitled to request a service-level credit. This credit is calculated as a percentage of the monthly recurring bill (or monthly pro rata share of billing, if billing does not occur monthly) for the Hosted Service for the month in which the Availability Rate was not met, equal to the rates specified at: <https://www.ncr.com/support/sla-credit>.

If multiple Hosted Services experience an outage in a given month, the total credit for that month will be the highest credit allowed for any single Hosted Service which failed; there is no stacking of credits.

2. To request a service-level credit, you must submit a claim by contacting NCR Voyix through the MyNCR Voyix customer portal and providing the following information: (a) description of the issue, (b) timeframe of the issue, (c) Hosted Service(s) affected, (d) identification of sites affected, and (e) designate whether the issue occurred in the test or production environment. Your failure to provide the claim and other information will disqualify you from receiving a credit. NCR Voyix must receive claims within 60 days from the last day of the impacted month. After that date, claims are considered waived and will be refused. Credits may be used toward any future Hosted Services invoice issued after the date such credit is approved. You must be in compliance with the Agreement in order to be eligible for a service-level credit. You may not unilaterally offset for any performance or availability issues any amount owed to NCR Voyix.

3. The Availability Rate is determined by (a) dividing the total number of valid outage minutes in a calendar month by //the total number of minutes in that month; (b) subtracting that quotient from 1.00; (c) multiplying that difference by 100, and (d) rounding that result to two decimal places in accordance with standard rounding conventions. The number of outage minutes per day for a given service is determined by the number of outage minutes reported at <https://status.ncr.com> for that Hosted Service, or the number of minutes where that Hosted Service is not available as documented in your logs or NCR Voyix’s logs, whichever is least.

4. The service levels and remedies pertain to the NCR Voyix-controlled environment. Unavailability due to other conditions or caused by factors outside of NCR Voyix’s control will not be included in the calculation of the Availability Rate. Further, the following are expressly excluded from the calculation of the Availability Rate: (a) Service unavailability affecting services or application program interfaces that are not used by you; (b) Cases where fail-over to another data center is available but not utilized; (c) Transient time-outs, required re-tries, or slower-than-normal response; (d) Scheduled downtime, including maintenance and upgrades; (e) Force Majeure and contingencies as defined in the Agreement; (f) Transmission or communications outages outside the NCR Voyix-controlled environment; (g) Store-level down-time; (h) Outages attributable to services, hardware, or software not provided by NCR Voyix, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services; (i) Use of the service in a manner inconsistent with the Documentation for the application program interface or the NCR Voyix Product; (j) Your Point of Sale (POS) failure or the failure to properly maintain the POS environment, including updating the POS firmware or version of the software running on the POS as recommended by either NCR Voyix, a third-party POS reseller or servicer; and (k) Issues related to third party domain name system (DNS) errors or failures.

5. THE REMEDIES SET FORTH IN THIS SCHEDULE ARE YOUR ROLE AND EXCLUSIVE REMEDIES FOR PERFORMANCE OR AVAILABILITY ISSUES AFFECTING THE HOSTED SERVICES, INCLUDING ANY FAILURE BY NCR VOYIX TO ACHIEVE THE AVAILABILITY RATE.