

## MERCHANT AGREEMENT

This Merchant Agreement (“**Agreement**”) governs the use of the Aloha Cloud, NCR Silver® Pro Restaurant, and NCR Silver Essentials, each as a service suite of applications (“**Service**”), the related hardware (“**Hardware**”) and the user application software and updates (“**Software**”) that NCR Voyix Corporation or one of its designated affiliates (“**NCR Voyix**”) provides you in connection with the Service (together, “**Products**”) you purchase from NCR Voyix or from an authorized NCR Voyix reseller (“**Reseller**”). Payment processing services are not covered by this Merchant Agreement. The additional terms incorporated by reference, attached hereto as Exhibits and the back-office account administration portal NCR Voyix provides to you as part of the Service (“**Account Portal**”), are incorporated into this Agreement. If you purchase Products through a Reseller, then the pricing, invoicing and credit terms between you and the Reseller will apply to your financial obligations to the Reseller for the Products. NCR Voyix may make updates and changes to this Agreement or any of the additional terms referenced above at any time. Such changes will be effective 30 days after notice is provided to you (including by email). You may elect not to accept an update or change by canceling your subscription to the Service within such 30-day period, subject to the terms of this Agreement.

### 1. The Service

1.1 Subject to your compliance with this Agreement and your timely meeting of the financial terms, including payment of the applicable subscription fees and charges you agreed to in writing with NCR Voyix or with a Reseller, NCR Voyix authorizes you to access the Service for your internal use on your own behalf and not for the benefit of any third party during the Term as set forth on an Order Form and authorized by NCR Voyix (“**Licensed Site(s)**”). This access right is non-exclusive and non-transferable and will end when this Agreement expires, is terminated or cancelled. NCR Voyix may cancel this Agreement and the Service in accordance with the terms set forth in this Agreement even if you purchase Products through a Reseller. In order to maintain reasonable production data storage requirements and to ensure proper performance of the Service, NCR Voyix may implement, in its sole discretion, limited data archival policies and procedures including periodic data purging of the hardware, software, or other systems NCR Voyix uses to provide the Service.

1.2 **Hardware.** NCR Voyix may offer you the option to purchase or subscribe to Hardware. Hardware provided may not be new but may be like-new, except for Hardware purchased from NCR Voyix, which will be new. Delivery of the Hardware will be made to your designated Licensed Site(s). All Hardware purchased by you directly from NCR Voyix or from a Reseller for use in the United States, including Alaska and Hawaii, includes a standard 30-day non-transferable warranty against defects in manufacture, beginning on the date of purchase. Damage from wear and tear, misuse and other factors are not covered.

1.2.1 **Subscribed Hardware.** Title to subscribed Hardware will 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 Hardware then you will so apply the label or not remove any such label already affixed to the Hardware. Upon termination of the Service for any reason, you will immediately return to NCR Voyix of all NCR Voyix property affected by such termination (including, but not limited to, the subscribed Hardware, the NCR Voyix Software, Documentation, and all proprietary information of NCR Voyix, together with all copies). You will keep and use the Hardware only at the Licensed Site designated for such Hardware. You agree that the Hardware will not be removed from the designed License Site(s) unless you obtain NCR Voyix’s written permission in advance. You are responsible for protecting the Hardware from damage and from any other kind of loss while you have use of the Hardware. You are responsible for and accept the risk of loss or damage to the Hardware while in use by you or in your possession. You agree to keep subscribed Hardware insured against all risks of loss in an amount at least equal to the replacement cost during the

term of this Agreement and will list NCR Voyix as loss payee and as an additional insured. If subscribed Hardware is damaged or lost at any time during the term of this Agreement, you agree to be responsible for payment to NCR Voyix of NCR Voyix's then list price for such Hardware. You will give NCR Voyix reasonable access to subscribed Hardware so that NCR Voyix can check the subscribed Hardware's existence, condition, and proper maintenance. At your own cost and expense, you will keep the subscribed Hardware in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the subscribed Hardware, and all replacement parts and repairs made or affixed to the Hardware will become part of the subscribed Hardware and title thereto will vest in NCR Voyix. In the event you return subscribed Hardware to NCR Voyix prior to the end of the Initial Term, you agree to pay NCR Voyix's restocking fees.

1.2.2 Hardware Purchased from NCR Voyix. Title and risk of loss to Hardware purchased from NCR Voyix will pass to you upon delivery to you. Certain Hardware may be eligible for financing under NCR Voyix's Extended Payment Program detailed below.

1.2.3 Purchase Money Interest. NCR Voyix retains and may perfect a purchase money security interest in Hardware (including Hardware provided on a subscription basis if the transaction is determined to be a purchase). The security interest will be fully satisfied and dissolved when NCR Voyix receives payment of the purchase price for the Products, and if NCR Voyix has recorded a financing statement, then upon your written request it will record a corresponding release after receipt of full payment or authorize you to file such a release. Without limiting any rights under bankruptcy or other applicable law, if you or your affiliate default on undisputed payment obligations to NCR Voyix and fail to make full payment within 15 days after you receive notice of default, then NCR Voyix may, in addition to its other rights, repossess Products, terminate Software and Deliverables licenses, suspend Services, and suspend Product delivery.

1.2.4 Hardware Maintenance. Hardware Purchased from NCR Voyix or a Reseller is eligible for coverage under NCR Voyix's Hardware Maintenance Policy for an additional monthly fee, provided however, that some restrictions apply. Subscribed Hardware includes Hardware Maintenance at no additional charge, subject to timely payment of all fees. Provided that you are current on your payment obligations and otherwise in compliance with this Agreement, your Hardware Maintenance includes remote maintenance services and support via telephone, email or live text or chat on the terms stated at the Account Portal (*you acknowledge that third-party message and data rates may apply*). NCR Voyix's now-current Hardware Maintenance Policy can be found at <https://www.ncrvoyix.com/dam/restaurant/docs/ncr-us-merchant-hw-maintenance-policy-ac.pdf>.

1.3 Software. The Software is licensed to you subject to any terms and conditions presented when you downloaded it from a source authorized by NCR Voyix, as well as those contained in this Agreement. If there is a conflict, this Agreement will control. You are licensed to use the Software only with the Service and with Hardware purchased or subscribed from NCR Voyix or its Resellers. Your license to any Software will end when your subscription to the Service ends. The Software is copyrighted and licensed, not sold, and is NCR Voyix's confidential and unpublished information. You will retain any copyright notices and proprietary legends on all copies of the Software and the media on which it is delivered. Any attempt to transfer the Software is void and will automatically cause your license to end.

1.4 You are licensed to possess and use only the object code form of the Software, and NCR Voyix and its affiliates otherwise reserve all their right, title, and interest in and to the Products. Except as expressly granted by this Agreement, NCR Voyix and its affiliates provide no license or right of any kind regarding any Products (including by implication or estoppel). Except as this Agreement expressly permits, you may not: (a) make, use, copy, modify, enhance, translate, adapt, publish, perform, display or create derivative works based on the Software or any Product or portion thereof; or (b) disclose, rent, loan, offer for sale or license, sell or license, import, export or transfer the Products to any other party or otherwise dispose of any

Product or portion thereof. You may not decompile, reverse assemble, or otherwise reverse engineer the Software or any Product or portion thereof or derive a source code equivalent of it other than as authorized by statute. NCR Voyix does not warrant that the Service or Software will be compatible with any hardware not provided by NCR Voyix. Your license will automatically end if you fail to comply with any part of this Agreement.

1.5 NCR Voyix or a Reseller may invite you to participate in an NCR Voyix managed controlled deployment program of new versions, features or functions NCR Voyix is testing in connection with the Products or other products prior to their general market availability (“**Beta Products**”). If you participate in a controlled deployment program, NCR Voyix or a Reseller will make the Beta Products available to you for a limited period of time for testing and evaluation purposes. Your participation in a controlled deployment program is voluntary, and while NCR Voyix may not charge you any fees to participate, you will be required to provide reasonable feedback concerning your use of the Beta Products, including errors, deficiencies, problems, or recommendations to modify. All feedback you provide to NCR Voyix or the Reseller will be deemed Ideas (as defined below). Beta Products are provided “as is” and without a warranty of any kind; NCR Voyix may suspend, limit, or cancel any controlled deployment program for any reason at any time without notice, and NCR Voyix will not be liable to you for damages of any kind related to your access or use of the Beta Products. The Service and the Software provided as part of the Beta Products will not be considered generally released or covered under the warranty described in Section 9 until you commence paying for a subscription to the Service with NCR Voyix or a Reseller. You acknowledge that any sales and inventory or other data that resides within the Service may not be accessible to you after the limited beta period ends.

1.6 NCR Voyix or a Reseller may invite you to, or you may choose to, submit comments or ideas about the Products, including without limitation about how to improve them or our other products (“**Ideas**”). By submitting any Ideas, you acknowledge that your disclosure is gratuitous, unsolicited, and without restriction; that it will not place NCR Voyix under any fiduciary or other obligation; and that NCR Voyix is free to use the Ideas without any additional compensation to you, or to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, NCR Voyix does not waive any rights to use similar or related ideas previously known to NCR Voyix, or developed by its employees, or obtained from sources other than you.

## 2.0 Fees and Charges

2.1 Charges and details concerning your plan for the Product are stated on your Order. If you select an annual or multi-year plan, NCR Voyix may increase rates once per calendar year (including during the Initial Term), provided however that each annual increase will not exceed the percentage increase in the Consumer Price Index for All Items (urban consumers) plus 2% (but in no event will the increase be less than 2%); otherwise, rates and fees are subject to change at any time with 30 days’ written notice to the email address on file. All fees and charges are due and payable in US dollars. Fees and charges do not include, and you will be charged for, applicable shipping, sales, use and like taxes. You agree to pay all recurring fees and charges for the Products whether or not you actually make use of the Products during the applicable plan term.

2.2 Upon authorization to NCR Voyix to stage and ship the Hardware, you may be required to pay a deposit (the “**Deposit**”). During the term of this Agreement, 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 Hardware). Following termination of this Agreement and confirmation that all Hardware (other than purchased Hardware) has been returned, NCR Voyix will return any remaining portion of the Deposit.

2.3 If pricing for Product is conditioned upon your, one of your affiliates, or your franchisor's obligation or commitment to purchase or maintain a minimum quantity of Products or Services from NCR Voyix or an NCR Voyix affiliate (including but not limited to payment processing services) ("**Promotional Pricing**"), and you, your affiliate, or your franchisor does not or ceases to meet the criteria to receive Promotional Pricing, then NCR Voyix may adjust pricing to NCR Voyix's then-current market rates effective retroactively to the date you ceased to meet the criteria for Promotional Pricing, at NCR Voyix's sole discretion, without notice to you.

### 3.0 Billing and Payment Terms

3.1 You acknowledge and agree that NCR Voyix will charge all applicable fees and charges due to the payment card or other form of non-invoice payment method that you provided to NCR Voyix: (a) at the beginning of each billing cycle for all recurring fees for the Service; (b) at the end of the billing cycle for all transaction fees incurred during the billing cycle; (c) upon Order placement and prior to shipment of any Hardware purchased outright or subject to the terms of an Extended Payment Program (as defined below) when applicable; and (d) upon Order placement for any additional services that are not included as part of the recurring fees for the Service. NCR Voyix or its vendor may charge an additional fee for payments processed by credit card.

3.2 You agree to maintain current, valid payment and contact information (including telephone number and email address) on file. You certify to NCR Voyix that you are authorized to provide the payment card or other form of non-invoice payment method to NCR Voyix and that you will not dispute the payment with your credit card company or your financial services provider as long as the transaction corresponds to these terms. You acknowledge that your payment authorization will remain in effect until it is canceled by you in writing.

3.3 NCR Voyix may charge late fees on unpaid, undisputed amounts. Late fees will be the lesser of 1.5% per month of the unpaid amount, or any applicable limit imposed by law. In the event that your account becomes delinquent, you agree to pay all collection costs incurred by NCR Voyix, including reasonable attorney's fees and expenses.

### 4.0 Extended Payment Program for Eligible Hardware

4.1 For certain items of Hardware NCR Voyix may offer you the option to pay the total amount due to NCR Voyix over a period of time in monthly amounts charged either separate from the Service, or as part of a bundled Hardware and Service purchase price with an eligible plan term for the Service ("**Extended Payment Program**"). If you elect to purchase a plan which includes Hardware as part of an Extended Payment Program, you may be subject to a credit check qualification and authorization, as well as applicable finance fees. You acknowledge that NCR Voyix reserves the right to include and charge additional fees such as applicable finance, shipping, sales, use and like taxes as part of the initial monthly amount due under an Extended Payment Program, which may be higher than the remaining monthly amounts due, otherwise these fees will be prorated over the remaining monthly amounts due to NCR Voyix. You acknowledge that NCR Voyix will not ship any Hardware to you until you meet required credit qualifications, accept the billing terms outlined in this document, and NCR Voyix receives the initial installment amount.

4.2 NCR Voyix may provide you with notice of other available third-party financing or leasing options for Hardware purchases through other communications from NCR Voyix. You acknowledge that any Extended Payment Program offered by NCR Voyix is independent of any financing or leasing arrangements third party providers may offer, so the monthly amounts due to a third-party provider for a Hardware

purchase may not be the same as those under an Extended Payment Program offered by NCR Voyix.

## 5.0 Term; Cancellation and Termination

5.1 Unless indicated otherwise on your Order Form, the initial term of this Agreement is 36 months from the date you submit your Order Form for the Service (the “**Initial Term**”). Following the Initial Term, this Agreement will automatically renew for consecutive 12-month periods unless either party provides written notice of non-renewal no later than 60 days prior to the expiration of the Initial Term or then current renewal term. The Initial Term and all subsequent renewal terms are collectively referred to as the “**Term**.” If you add a Product, Service, or other supplement to the Service that includes a minimum term that extends beyond the Initial Term (including but not limited to the Extended Payment Program for Eligible Hardware), then the Term for the Service will automatically extend and be co-terminus with the extended Term.

5.2 You may cancel the Service at any time during the Term by calling the Customer Care team at 1-877-270-3475. If you cancel the Service or NCR Voyix terminates the Service or this Agreement for cause at any time, you agree to pay all fees and charges due for Products through the applicable date of termination or the date your Term is scheduled to expire, whichever date is later. If cancellation or termination occurs during the Term you will be immediately charged or required to pay NCR Voyix for all months remaining in your Term. Such cancellation charges will reflect any adjustment for Promotional Pricing pursuant to Section 2.3.

5.3 NCR Voyix may disable, suspend, or terminate your access to the Service or terminate this Agreement immediately without notice: (a) if you use the Services for any purpose other than as expressly permitted in this Agreement; (b) if you violate any applicable international, federal, state or local law, regulation, or ordinance in connection with your use of the Service; (c) if your use of the Service adversely affects other users of the Service; (d) if you or your affiliate fail to timely meet the financial terms, including payment of applicable fees and charges properly due to NCR Voyix; (e) if you or your affiliate breaches this Agreement or any other agreement between NCR Voyix (or its affiliate) and you (or your affiliate); or (f) if you fail to meet any unwriting standards maintained by NCR Voyix or its affiliate for the Service or any other product or service offered by NCR Voyix or its affiliate. Following any payment default for the Service or any Hardware you purchased under an Extended Payment Program or subscribed to, you may request a reactivation of the Service once the payment default has been resolved or settled through NCR Voyix or NCR Voyix’s authorized agent; however, NCR Voyix reserves the right to refuse such reactivation at NCR Voyix’s discretion.

5.4 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 you the then-current purchase or license list price charged by NCR Voyix for such unreturned items. Prior to returning the NCR Voyix property, you are solely responsible for backing-up all your data and information on the NCR Voyix property and deleting such data and information from the NCR Voyix property as necessary. NCR Voyix is not responsible for the use or misuse of data stored on subscribed Hardware that has been return. 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.

## 6.0 Service Level Agreement

6.1 NCR Voyix will use commercially reasonable efforts to make the Service available to you at or above the Availability Rate set forth at <https://www.ncr.com/support/aloha-sla>. If NCR Voyix does not meet the Availability Rate, you are entitled to request a service-level credit subject to the terms of this Agreement. 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 Service for the month in which the Availability Rate was not met. 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 lesser of the number of outage minutes.

6.2 Unavailability due to other conditions or caused by factors outside of NCR Voyix's reasonable 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 caused by factors outside of NCR Voyix's reasonable control; (d) Scheduled Downtime, including maintenance and upgrades; (e) force majeure; (f) transmission or communications outages outside the NCR Voyix-controlled environment; (g) store-level down-time caused by factors outside of NCR Voyix's reasonable control; (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.

6.3 To obtain a service-level credit, you must submit a claim by contacting NCR Voyix through the website at <https://www.ncr.com/support/aloha-sla>. 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. 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. If multiple Services experience an outage in a given month, the total credit for that month will be the highest credit allowed for any single Service which failed; there is no stacking of credits.

6.4 THE REMEDIES SET FORTH IN THE SECTION ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR PERFORMANCE OR AVAILABILITY ISSUES AFFECTING THE SERVICES, INCLUDING ANY FAILURE BY NCR VOYIX TO ACHIEVE THE AVAILABILITY RATE.

## 7. Your Responsibilities

7.1 You are responsible for installing and configuring, and using the Service, Software, and Hardware, including account set up and configuration settings (unless NCR Voyix provides remote support for any of the foregoing as part of your subscription to the Service), compliance with applicable laws and regulations, and establishing any payment processing or other services certified by NCR Voyix for use with the Service (including through NCR Voyix's wholly owned affiliates). You are solely responsible for reviewing any default or automated settings and configuring applicable settings to meet all legal, regulatory and other requirements applicable to your business. NCR shall have no liability in connection with such settings or configurations. You acknowledge that NCR Voyix does not provide legal, tax or accounting advice. You will provide NCR Voyix access to your network, system, data, and relevant information as reasonably required to perform the Service. You acknowledge that NCR Voyix personnel may require, and you will provide, the ability to access and correct transaction or input data while the Service is being provided to you. NCR Voyix is not responsible for any damage caused by errors or omissions in any information, instructions, data, or scripts you or a third party provides on your behalf in connection with the Service, or

any actions NCR Voyix takes at your direction.

7.2 To use the Service, you must maintain internet access at your own expense. NCR VOYIX IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT THE PERFORMANCE OF ANY INTERNET SERVICE OR OTHER PROVIDER OR ITS SERVICES, AND YOU AGREE THAT NCR VOYIX HAS NO LIABILITY TO YOU FOR SUCH PERFORMANCE OR SERVICES.

7.3 Title to hardware, software, systems, documentation, and other intellectual property NCR Voyix uses to provide the Service will remain with NCR Voyix or its licensors, unless otherwise agreed in writing. You will take reasonable actions to protect NCR Voyix's intellectual property rights.

7.4 You are responsible for complying with all rules, bylaws, programs, and regulations of the payment card networks in connection with your use of the Service, Software and Hardware, as applicable. You will defend and indemnify NCR Voyix against any claim or loss resulting from your failure to fulfill your responsibilities under this Section.

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

7.6 You are responsible for all data, information, materials and instructions ("**Customer Instructions**") provided to NCR Voyix by you or on your 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 you or any third party to the extent that claim arises as a result of NCR Voyix's compliance with Customer Instructions.

## 8. Data and System Security

### 8.1 Definitions

8.1.1 "**Personal Data**" means information or data relating to an identified or identifiable natural person that is subject to protection under applicable Data Protection Law; where a natural person includes your personnel that access and use the Service or the Software or customers you transact business with using the Service ("Users").

8.1.2 "**Your Data**" means information or data (which may include Personal Data) that you input and transfer to NCR Voyix for processing and that is collected, stored or maintained in the course of providing the Service or the Software. Your Data expressly excludes any information or data that does not connect or associate you or any Users to or with such information or data.

8.1.3 "**Data Protection Laws**" means all laws and regulations that govern the access, use, disclosure, or protection of Personal Data to which a party is subject with respect to the Service or the Software.

8.1.4 "**Data Subject**" means the User to whom the Personal Data refers.

8.2 NCR Voyix has implemented physical, technical, and organizational measures designed to secure Personal Data from unauthorized access, use, alteration, or disclosure. NCR Voyix will: (a) maintain 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 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 Personal Data which are materially consistent with general 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 Data for improper purposes. NCR Voyix may disclose Personal Data to the extent compelled by process of law, provided that you are given advance written notice (unless providing such notice is prohibited by law or regulation).

8.3 Your Data will remain your property. Except as otherwise provided in this Agreement, NCR Voyix will not disclose Your Data to any third party without your consent, but you acknowledge that Your 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. You acknowledge that NCR Voyix may make Your Data available to your affiliates or your franchisor (if applicable) in connection with the Service and NCR Voyix will have no liability for the acts or omissions of your affiliates or your franchisor with respect to Your Data (including as a result of the disclosure or misuse of Your Data). NCR Voyix may retain, disclose, and use Transaction Data which it creates in the course of the Service and which may be based upon Your Data. “**Transaction Data**” is anonymized or aggregated data which has had all personally identifiable information removed.

8.4 You acknowledge that Personal Data may be transferred or stored outside of the European Economic Area or the country where the User is located in order for NCR Voyix to provide the Service and Software, and to perform its other obligations under this Agreement. You are responsible for all Your Data, including its legality, reliability, integrity, accuracy, and quality and your compliance with all applicable laws and regulations, including Data Protection Laws or other legal duties applicable to your possession, transmission, processing, or use of Your Data, and you will implement appropriate measures to ensure compliance. Such compliance includes but is not limited to you: (a) ensuring that the relevant Data Subjects have been informed of, and have given their consent to, the transfer, processing and use of their Personal Information; (b) providing appropriate notifications and communications to the relevant Data Subjects; (c) and managing any complaints or access requests from Data Subjects. NCR Voyix will take steps designed to ensure that Your Data it collects is used for its intended purpose(s).

8.5 You acknowledge that it is your responsibility to secure and protect your network and information under the PCI Data Security Standard (“**PCI-DSS**”) and that you are responsible for your own PCI-DSS compliance. You will: (a) maintain an environment for your payment card processing activities which is compliant with the PCI-DSS or its successors; (b) not use the Service other than in compliance with the PCI-DSS; (c) promptly implement Service and Software updates provided by NCR Voyix; (d) not use any remote access application to access the Service except as authorized in writing by NCR Voyix; (e) securely delete previously stored information or data; and (f) employ recommended security measures on your hardware not provided by NCR Voyix and wireless, mobile data or other systems or networks you use in connection with the Service, including use of available encryption and password protection. You are strongly advised to engage the services of a Qualified Security Assessor approved by the PCI Security Standards Council (a “**QSA**”) to ensure that no payment card track data is present on your systems or network; determine your level of PCI-DSS compliance; assist you with your compliance obligations; and mitigate any issues that may arise.

8.6 You acknowledge that NCR Voyix does not control the transfer of data over telecommunications facilities, and that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by third parties. NCR Voyix will not be responsible for any delays, delivery failures, or any other loss, damage or corruption resulting from such transfer. NCR Voyix does not warrant that third-party internet sites will be accessible without interruption, will meet your requirements or expectations or those of any third party, or will be free from errors, defects, design flaws, or omissions. In the event of any

loss, damage or corruption to any of Your Data, NCR Voyix will use commercially reasonable efforts to restore the lost, damaged or corrupted Your Data from the latest back-up of such Your Data maintained by NCR Voyix in accordance with the archiving procedure.

8.7 You acknowledge that it is your responsibility to maintain the security of your own systems, servers, and communications links, and to provide secure access to those systems and information, and for all data backup and recovery, including retention of any data, records or information required by law or regulation. You will follow NCR Voyix's password security guidelines, and you will guard passwords against misuse. NCR Voyix may direct you to change the password to one that is more secure.

8.8 You will not use, nor will you permit any third party to use, the Service to upload, post, or otherwise transmit any data that: (a) 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) is harmful to minors in any way; (c) you do not have a right to transmit under any law or under contractual or fiduciary relationships; (d) infringes, misappropriates, or misuses any patent, trademark, trade secret rights, copyright, or other rights of any party, person or entity with respect to confidential or proprietary information; (e) constitutes unsolicited or unauthorized advertising or promotional materials, including but not limited to "junk mail," "spam," "chain letters," and "pyramid schemes;" (f) is designed to access or monitor any material or information on any NCR Voyix system using any manual process or robot, spider, scraper, or other automated means; (g) that contains personal information relating to an identified or identifiable natural person or any other sensitive data that is protected under privacy laws, violates Data Protection Laws or other laws; or (h) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, impose an unreasonable or disproportionately large load on, or limit the functionality of any computer hardware or software, or telecommunications equipment. You will defend and hold NCR Voyix harmless from any claim or loss resulting from your failure to comply with this Section.

8.9 With respect to any NCR Voyix computer system, network, or service, you agree not to: (a) impersonate any person or entity; (b) forge headers or otherwise manipulate identifiers in order to disguise the origin of any data; (c) develop or deploy restricted access pages or hidden pages or images (*i.e.*, those not linked from another accessible page); (d) interfere with or disrupt NCR Voyix websites, servers, systems, or networks; (e) violate any applicable law or regulation; (f) stalk or otherwise harass another; (g) use, or attempt to use, any system or account without the owner's permission; or (h) interfere with, defeat, or circumvent any security function. You will defend and hold NCR Voyix harmless from any claim or loss resulting from your failure to comply with this Section.

## 9. Warranties

9.1 NCR Voyix warrants that the Service and Software will be materially as described in their published user documentation. Provided that you have timely paid all subscription and other fees due, NCR Voyix will promptly at its expense correct any Service or Software that fails to materially conform to this warranty. If NCR Voyix is unable reasonably to do so, as your sole remedy you may terminate the Service by giving written notice to NCR Voyix within 30 days after the nonconformance, and NCR Voyix will cease delivering the Service within 30 days after receiving your written notice. You will pay NCR Voyix for all Service actually provided through the termination date. Hardware is warranted against defects in manufacture for 30 days from the date of purchase, and NCR Voyix will replace or refund the purchase price of nonconforming Hardware. Warranty claims must be submitted by you or a Reseller on your behalf in accordance with the terms stated at the Account Portal. THESE ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY NCR VOYIX. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES OR WARRANTY REMEDIES, 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.

9.2 You warrant that: (a) you are at least 18 years of age; (b) you are eligible to register and use the Service and have the right, power, and ability to enter into and perform under this Agreement; (c) the name you identify when you register is your real name or the business name under which you sell goods and services; (d) any sales transaction you submit will represent a bona fide sale by you, will accurately describe the goods or services sold and delivered to a purchaser and will be properly reported for tax (including sales and ad valorem tax) purposes; and (e) you will fulfill all your obligations to each customer for which you submit a transaction and will resolve any dispute or complaint directly with the customer.

## 10. Third Party Claims

10.1 This Section 10 addresses and applies to the following third-party claims (“**Third Party Claims**”):

10.1.1 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**”.

10.1.2 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**”.

10.2 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 Defended Party in a settlement of the Third Party Claim that the Defending Party has agreed to in writing.

10.3 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.

10.4 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.

10.5 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.

10.6 THIS SECTION 10 SETS FORTH EACH PARTY'S ENTIRE OBLIGATIONS AND ITS EXCLUSIVE REMEDIES, WITH RESPECT TO ANY THIRD-PARTY CLAIM, INCLUDING WITH RESPECT TO ANY THIRD-PARTY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION (INCLUDING ANY IP CLAIM).

## 11. Mutual Liability Limitations

11.1 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 11, 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.

11.2 EXCEPT WITH RESPECT TO AN IP CLAIM FOR WHICH SECTION 11.3 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 FOR THE PRODUCT AT ISSUE; OR IN THE CASE OF PRODUCTS MADE AVAILABLE TO YOU 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 FOR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR FOR DAMAGE TO OR LOSS OF HARDWARE PROVIDED BY NCR VOYIX ON A SUBSCRIPTION BASIS.

11.3 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.

11.4 Sections 11.1 and 11.2 will not limit a party's liability for: (a) personal injury or death, to the extent caused by its negligence or willful misconduct; or (b) infringing, misappropriating, misusing or otherwise violating your or NCR Voyix's or any of their respective affiliates' intellectual property rights; or (c) your indemnification obligations as set forth in this Agreement or any Exhibit.

11.5 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. YOU UNDERSTAND 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 ANY DATA CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF POWER, YOUR 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.

11.6 EACH CLAUSE AND PHRASE OF THIS SECTION 11 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.

## 12. Third-Party Products

12.1 Third-party products provided to you by NCR Voyix for use with your subscription to the Service are subject to any terms provided by their supplier, including but not limited to those terms and conditions set forth in the exhibits attached hereto. Third-party terms and conditions are subject to change at any time by the supplier, and you agree that your use of such third-party products and services is governed by such supplier's terms and conditions. You hereby release NCR Voyix from any and all liability associated with any damages or claims arising out of or related to third-party products. UNLESS NCR Voyix SPECIFICALLY AGREES OTHERWISE IN WRITING, YOU ACKNOWLEDGE AND AGREE THAT SUCH 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 SUCH 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.

12.2 Third-party products and services may be advertised or made available to you for purchase directly from their supplier by email or other electronic communications, including notifications made through the Service or the Account Portal. Any representations or warranties that may be provided in connection with any such third-party products or services are provided solely by their supplier. NCR Voyix will not be responsible for any of your dealings or interactions with any of those third-party suppliers.

## 13. Confidentiality

13.1 "**Confidential Information**" is proprietary information disclosed by one party to the other related to the disclosing party, this Agreement, or the Products. In addition, business plans, pricing information,

software in human-readable form, 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 clearly marked as confidential at the time of disclosure, and Confidential Information disclosed in oral or other intangible form must be identified as confidential at the time of disclosure.

13.2 Confidential Information does not include information that is or becomes available without restriction through no wrongful action or inaction.

13.3 All Confidential Information remains the disclosing party's property. Upon the disclosing party's request, all Confidential Information (other than materials that have been licensed to the recipient and with respect to which the recipient is in full compliance with its obligations) 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.

13.4 Each party will use reasonable efforts to prevent the disclosure of the other's Confidential Information to third parties and 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 disclosing party is given advance written notice (unless providing such notice is prohibited by law). Confidentiality obligations under this Agreement with respect to business plans, pricing information and software in human-readable form will continue indefinitely. Otherwise, confidentiality obligations under this Agreement will end three years after the date of disclosure. Protection of Personal Data is set forth in Section 8.

13.5 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 Service; 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.

#### 14. Marketing, Public Statements

You agree that NCR Voyix may reference your execution of this Agreement and your status as a user of the Products and may use your logos in product literature, advertisements, articles, press releases, marketing literature, presentations, social media and the like. You agree you will not make disparaging remarks about Aloha Cloud, NCR Voyix, NCR Voyix Silver, or any of NCR Voyix's employees, officers, or agents.

#### 15. Governing Law; Disputes

15.1 The laws of the State of New York, U.S.A. govern this Agreement, and the relationships created by it, except for its laws regarding conflicts of law and arbitrability; the Federal Arbitration Act governs all issues of arbitrability. Neither party may bring a claim more than two years after the underlying cause of action first accrues.

15.2 Each party agrees to give the other prompt written notice of any claim, controversy, or dispute arising under or related to this Agreement, and both parties agree to engage in good faith discussions to resolve the matter. If that fails to resolve the matter promptly, upon the election of either party, the parties will participate in a non-binding mediation before a mutually agreed mediator. Any controversy, claim or dispute which is not resolved through the procedures set forth above within 60 days following the initial notice (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. 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 undisputed facts and documents. The arbitration will be held in Atlanta, Georgia, U.S.A. This Section 15.2, 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 under this Agreement. A party may at any time seek from a court of competent jurisdiction 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 authority to award direct damages inconsistent with the limitations and exclusions set forth in this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

## 16. General Terms

16.1 Except for your obligation to make payments when due, neither party will be liable for failing to fulfill its obligations due to acts of God or government, civil commotion, military authority, war, riots, terrorism, strikes, fire, attacks on or through the Internet, or other causes beyond its reasonable control.

16.2 Except as permitted by this Section 16.2, neither party may assign this Agreement or its rights or obligations under it without the express consent of the other party. NCR Voyix may use affiliates, contractors or suppliers to act on its behalf (but doing so will not alter NCR Voyix's obligations to you, and those parties will be bound to the same confidentiality obligations as NCR Voyix), and may assign this Agreement without your consent to an affiliate, or to an assignee or transferee upon NCR Voyix's entry into a merger, consolidation, reorganization, acquisition, sale of assets transaction or other restructuring. In this Agreement, references to "NCR Voyix" include its employees, contractors, and agents. A transfer of more than 50% of the voting stock or other ownership interest in Customer shall be deemed an assignment for the purposes of this Section. Any purported assignment in violation of this Section 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.

16.3 The parties are independent contractors to one another. Employees of one will not be deemed to be or act as employees or representatives of the other. A party will not be responsible for compensating; providing insurance or benefits; making unemployment, Social Security, or Medicare contributions; or withholding taxes or other withholdings against earnings of the other's employees or contractors. Except as expressly stated otherwise, no third party will be a beneficiary of this Agreement.

16.4 If any provision of this Agreement is held to be illegal, invalid, or unenforceable in whole or in part, it will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions will remain in full force and effect. Terms intended by the parties to survive termination of this Agreement will survive termination. Failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

16.5 This Agreement may be accepted by you by execution of an order that incorporates this Agreement by reference. 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 an NCR Voyix order form or an on-line order form that includes the description, quantity, and price of the Products you commit to buy. 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. In certain cases, you may except this Agreement by signing the Agreement itself. Whether accepted by signature of an Order or by signature of the Agreement itself, the individual signing on your behalf represents and warrants that he or she has the full right, capacity, and authority to enter into this Agreement on your behalf without further authorizations or approvals of any kind. This Agreement or an Order Form (as applicable) may be executed in several counterparts, each of which will be deemed an original, but all of which together constitute one and the same Agreement. A signature or other indication of acceptance received electronically or via any “click-to-accept” methodology will be legally binding for all purposes and equally effective as a wet ink signature.

## EXHIBITS TO THE MERCHANT AGREEMENT

### THIRD- PARTY SUPPLIER TERMS AND CONDITIONS AND ADDITIONAL PRODUCT TERMS:

*Your use of Chowly is subject to the following terms:*

<https://chowly.com/terms-and-conditions/>

*The following additional terms apply to the iOS version of the Software available for download in the App Store<sup>SM</sup>, such terms control in the event of a conflict with the terms of the Agreement:*

1. Acknowledgement: The parties acknowledge that the Agreement is concluded between them, and not with Apple Inc. (“Apple”), and NCR Voyix, not Apple, is solely responsible for the Software and the content thereof.
2. Scope of License: You are only permitted to use the Software on supported Apple mobile or hardware devices that you own or control as permitted by the Usage Rules set forth in the App Store Terms of Service.
3. Maintenance and Support: NCR Voyix is solely responsible for providing any maintenance and support services with respect to the Software as specified in the Agreement, or as required under applicable law. The parties acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.
4. Warranty: NCR Voyix is solely responsible for any product warranties with respect to the Software in accordance with the terms of the Agreement. In the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Software to you (if you paid any for the Software); and that, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty with respect to the Software is NCR Voyix’s sole responsibility in accordance with the terms of the Agreement.
5. Product Claims: The parties acknowledge that NCR Voyix, not Apple, is responsible for addressing any claims you or any third party relating to the Software or your possession and/or use of the Software, including, but not limited to: (a) product liability claims; (b) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
6. Intellectual Property Rights: The parties acknowledge that, in the event of any Third Party Claim that the Software or your possession and use of the Software infringes that third party’s intellectual property rights, NCR Voyix, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim in accordance with the terms of the Third-Party Claims section of the Agreement.
7. Legal Compliance: You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

8. Developer Name and Address: NCR Voyix Corporation is the developer of the Software. Please direct any end-user questions, complaints or claims with respect to the Software to the Customer Care Team by mail at 864 Spring Street NW, Atlanta, Georgia 30308; by telephone at 1-877-270-3475; or by email to [customercare@ncrvoyixsilver.com](mailto:customercare@ncrvoyixsilver.com).

9. Third-Party Beneficiary: The parties acknowledge and agree that with respect to the Software, Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third-party beneficiary thereof.

*The following additional terms apply to the EMV PSP Service (as defined below), such terms control in the event of a conflict with the terms of the Agreement:*

1. Definitions

Any capitalized terms set forth herein but not defined below will have the meaning set forth in the Agreement.

**“Bank Charges”** means the charges levied by the Merchant Acquiring Bank for Transactions and Refunds.

**“Bank System”** means the banking system operated by any approved bank, financial institution or other body.

**“Card”** means credit, debit, smart or other charge or pre-paid cards branded as follows: Visa, Mastercard, American Express, Visa Debit, Solo, Maestro (subject to the Codes of Practice).

**“Codes of Practice”** means all codes of practice, rules of procedure, guidelines, directions, scheme rules and other requirements issued by the Bank System and specified from time to time as being applicable to the EMV PSP Service and your use of those.

**“CVV, CVV2, CVC2 or PVV”** means the security digits encoded on the Card, printed on the Card signature strip or appearing elsewhere on the Card.

**“EMV PSP Service”** means the Card payment gateway services, which may be powered by one or more third-party suppliers, you access and use to route Card based payments you accept from a Service User to submit for authorization and settlement to the Merchant Acquiring Bank.

**“Intellectual Property”** means all copyright, design rights, database rights, trademarks, trade names, Confidential Information, service marks, domain name rights, patents, know-how and all other intellectual property rights, whether registered, registerable or not and both present and future.

**“Merchant Account”** means the merchant account facility agreed between you and the Merchant Acquiring Bank.

**“Merchant Acquiring Bank”** means the bank with which you hold a Merchant Account which you must maintain to accept Card based payments.

**“Offering”** means the products or services you offer to the Service User from the Terminal for which a Card payment is made using the EMV PSP Service.

**“Public System”** means the telecommunications system run by a public telecommunications operator or internet service provider which may be accessed by GSM Data, ISDN, IP, Mobitex (i.e., the Radio Packet Data Network), analogue line or other transmission type.

**“Refund”** means a Transaction amount that you refund to the Service User.

**“Service User”** means your customer, (i.e., the purchaser of the Offering).

**“Terminal”** means the EMV-enabled machine, terminal or other hardware device you obtain from NCR Voyix as an item of Hardware to use in connection with the Service to make the Offering to the Service User and to access the EMV PSP Service.

**“Track 2 Information”** means the information held on the Card, typically on the computer chip or the magnetic stripe.

**“Transaction”** means each individual Card payment authorization and/or settlement processed by the EMV

PSP Service in connection with the Service.

2. Duration

Unless earlier terminated as provided for herein or the Agreement, the terms of this Exhibit will continue in force while the EMV PSP Service is provided from any Terminal in connection with the Service.

3. Your Obligations

You will: (a) at all times throughout the duration of the terms of this Exhibit ensure that all publicity, signage, and/or promotional material you issue, or have issued on your behalf, in respect of or in connection with the EMV PSP Service complies in all respects with the Codes of Practice and includes information which will enable the Service User to ascertain prior to use the charge which is payable for the purchase of the Offering. You will not in any publicity or other promotional activity state or imply any approval by NCR Voyix or its third-party suppliers of the Offering in any way without the prior written approval of a duly authorized officer of NCR Voyix or its third-party suppliers, as applicable; (b) ensure that before you make the Offering available to the Service User all such rights, authorizations, licenses, exemptions, consents and permissions have been obtained or granted and all such requirements of law or of any other competent authority or public body have been complied with as are necessary or prudent in connection with the Offering. You will at all times throughout the duration of the terms of this Exhibit maintain in full force and effect all such rights, authorizations, licenses, consents and permissions and comply with all such requirements; (c) provide to NCR Voyix such assistance and/or information as NCR Voyix or its third-party supplier may from time to time reasonably demand in order to comply with all or any requirements and conditions at any time and from time to time imposed by applicable law or regulation with respect to the EMV PSP Service; (d) undertake not to disconnect or interfere with the operation of the Terminals or the EMV PSP Service and will use your best efforts to prevent such disconnection or interference by a third party except where explicitly agreed in writing between NCR Voyix and you; (e) report to NCR Voyix any abuse or threatened abuse or loss of the EMV PSP Service or any factors affecting the performance of the EMV PSP Service as soon as practicable after you become aware of such abuse, loss or performance factors; (f) not use the EMV PSP Service in any manner whatsoever which constitutes a violation of any applicable law or regulation or which may cause NCR Voyix or its third-party supplier to be subject to any investigation, prosecution or legal action. NCR Voyix reserves the right to terminate this Exhibit or the Agreement with immediate effect in the event that you breach this subsection (f); (g) except where otherwise agreed between the parties in writing, be responsible for the installation of the EMV PSP Service, which without limiting the foregoing, will include you setting up a Merchant Account with an approved Merchant Acquiring Bank, the linking of all Terminals to the Public System and the provision, installation and maintenance of a suitable method for delivering the Card information to the EMV PSP Service and thereafter the maintenance of all links and any costs associated with the foregoing; and acknowledge that NCR Voyix and its third-party suppliers do not have access to your Merchant Account and that it is therefore your responsibility to reconcile the payments and debits being made into your Merchant Account with the Transactions and/or Refunds processed by the EMV PSP Service in connection with the Service. In the event that you identify a discrepancy you must notify NCR Voyix as soon as reasonably practical. NCR Voyix and its third-party suppliers will have no liability for discrepancies which have occurred more than 14 days prior to the date any such problem is notified to them.

4. EMV PSP Service Deferred Authorization Disclosures and Acknowledgment

Subject to the Merchant Acquiring Bank allowing deferred authorizations, the EMV PSP Service is configured to accept Cards when communication with the Merchant Acquiring Bank is unavailable (“**Deferred Authorization**” mode). In such instances a predefined Transaction limit you establish in your sole discretion can be configured so that charges above this limit are automatically rejected and charges below this limit are automatically accepted without approval of the Merchant Acquiring Bank. Due to the

increased liability and risk exposure to you when operating in Deferred Authorization mode, you acknowledge and agree that your use of Deferred Authorization mode is subject to the following terms: (a) you acknowledge that NCR Voyix will enable Deferred Authorization mode only in emergencies or when online communication with the Merchant Acquiring Bank is not economically practical or is otherwise not feasible; (b) you understand that if the Deferred Authorization mode is enabled, Cards will be accepted even though the EMV PSP Service, the Service or related back office application is unable to communicate with the Merchant Acquiring Bank without immediate approval from the Merchant Acquiring Bank; (c) you understand that if either the EMV PSP Service, the Service or related back office application is lost, destroyed or reset before or while being brought online to the Merchant Acquiring Bank, Cards you accept from a Service User in connection with the Service but not authorized through the EMV PSP Service may be lost, and, as a result, you may lose the revenue associated with any such Card transactions; (d) you understand that once the EMV PSP Service, the Service or related back office application are brought online, some Card charges accepted but not approved may be declined or not approved by the Merchant Acquiring Bank, and as a result, the revenue associated with the rejected Card charges may be lost; (e) you understand that operating in Deferred Authorization mode may increase the risk or severity of potential breaches which may increase your potential liability; and (f) you accept any and all liability for operating in Deferred Authorization mode, and Card transactions accepted by the EMV PSP Service, the Service or related back office application while they are offline to the Merchant Acquiring Bank, and agree to hold NCR Voyix and its third-party suppliers harmless from any such liabilities that may result.

5. Payment Card Industry Data Security Standards (PCI DSS)

You will: (a) not store any element of the Transaction, other than temporarily to process the Transaction with the EMV PSP Service; this explicitly includes (but is not limited to) any Card numbers, CVV, CVV2, CVC2 or PVV information and any Track 2 Information derived from the chip or magnetic strip; (b) encrypt or obscure the Card numbers either by masking all digits except the first 6 and last 4 numbers; using the last 4 digits only or by applying a secure one way hashing algorithm such as SHA-1; and (c) not log any element of the Transaction for any purpose at all, including debugging or auditing and will not hold any other record of the Transaction electronically or on paper.

6. NCR Voyix's Obligations

NCR Voyix will have the right from time to time to improve or alter the EMV PSP Service or the Terminal as it deems appropriate provided such changes do not materially change the nature of the EMV PSP Service. NCR Voyix will use all reasonable efforts to inform you prior to such changes being made.

7. Financial Provisions

7.1 You are responsible for: (a) the setup of the Merchant Account with the Merchant Acquiring Bank and the bank's processor; and (b) any and all set up and Bank Charges and other charges associated with the Merchant Account.

7.2 NCR Voyix cannot guarantee that the chosen Merchant Acquiring Bank can accept Transactions via the EMV PSP Service. NCR Voyix reserves the right to charge you an additional development fee to cover costs in the event that the Merchant Acquiring Bank requires NCR Voyix or its third-party suppliers to complete an accreditation procedure with respect to the EMV PSP Service or the Terminal.

8. Proprietary Rights

8.1 The Intellectual Property in the EMV PSP Service and any supporting documentation will remain exclusively owned by NCR Voyix subject to the terms of the Agreement, however if the EMV PSP Service

is powered by a third-party supplier the Intellectual Property in the EMV PSP Service and any supporting documentation will remain exclusively owned by such third-party supplier. Nothing in this Exhibit or the Agreement will give you any right, title or interest in the EMV PSP Service or any supporting documentation, except as expressly set out in this Exhibit.

8.2 Subject to your compliance with this Exhibit and the Agreement and your timely meeting of the financial terms, including payment of the applicable subscription fees and charges stated on the Account Portal, you are entitled to access and use the EMV PSP Service for the duration of this Exhibit only for the purpose set forth herein.

8.3 NCR Voyix or any third-party supplier, as applicable, may display their logo and/or company name, respectively, on the Terminal.

## 9. Termination

9.1 Either party will have the right at any time to cease the EMV PSP Service from a Terminal by giving immediate written notification to the other party if: (a) the other party commits a breach of the terms of this Exhibit with regards to the specific Terminal except where the breach is capable of cure the EMV PSP Service may not be terminated unless the other party fails to remedy the breach within 30 days of receipt of a written notice to do so; or (b) any licenses or any other permissions, agreement or authorization necessary for the operation of the EMV PSP Service or the Offering are revoked or terminated.

9.2 NCR Voyix will be entitled at any time and with immediate effect to suspend access to the EMV PSP Service from a Terminal, in all cases without liability in the event that the Terminal proves untenable due to fraud, vandalism or any circumstances that adversely affect NCR Voyix's or its third-party supplier's ability to provide the EMV PSP Service.

## 10. Limitation of Liability

10.1 Neither party will be liable to the other in respect of any breach of the terms of this Exhibit caused by revocation or alteration of any license, permission or authorization governing the operation of the EMV PSP Service, the Public System or the Bank System from time to time.

10.2 All risks in respect of authorization and/or settlement of Transactions and Refunds by the Bank System lie with you and/or the relevant financial institution and NCR Voyix and its third-party suppliers will have absolutely no liability in respect thereof you except where a Transaction or Refund fails due to NCR Voyix's or its third-party supplier's negligent act or omission in which case NCR Voyix's and its third-party supplier's sole liability will be to reprocess the Transaction or Refund.

10.3 Should either party be in breach of the terms of this Exhibit as a result of the termination or amendment of any third-party agreement or specification or by revocation or alteration of any permission or authorization governing the operation of the EMV PSP Service, the Public System or the Bank System then neither party will be liable to the other but both parties will instead use commercially reasonable efforts to resolve the breach.

10.4 You acknowledge and agree that NCR Voyix and its third-party suppliers will have no liability in contract or in tort for: (a) the supply to the Service User of the Offering, invoices, receipts or any other information the Service User may require to use or otherwise take the benefit of the Offering; (b) the timeliness, standard, quality and/or suitability of the Offering; or (c) in respect of any charge, cancellation or dispute relating to the Offering.

10.5 You will fully indemnify NCR Voyix and its third-party suppliers against any and all expenses, losses or damages resulting from claims or demands brought by the Service User against NCR Voyix and its third-party suppliers in respect of the Offering. NCR Voyix or its third-party suppliers, as applicable, will as soon as reasonably possible give notice to you of any such action proceeding, claim or demand and will not settle or compromise any claim made by a Service User against NCR Voyix or its third-party suppliers without your prior written consent which will not be unreasonably withheld or delayed.

*The following additional terms apply to the Network and Security Services (as defined below), such terms control in the event of a conflict with the terms of the Agreement:*

## **NETWORK AND SECURITY SERVICES**

Unless otherwise specified in this Agreement or in a separate writing signed by both you and NCR Voyix, you acknowledge and agree that NCR Voyix's Network and Security Services only applies to your POS System Network, and that services for any other networks other than your POS System Network are outside the scope of this Network and Security Services Section. As used herein, the term "**Node**" means a compatible Windows-based system and the term "**POS System Network**" means the point-of-sale software and hardware provided under this Agreement to process cardholder data.

### **1. NCR Voyix's Responsibilities**

1.1 If the Network and Security Services option known as "Site Shield" (or its successor product) is selected by you as part of the Network and Security Services that may be designated on an Order, NCR Voyix will provide you with a hardware firewall and any additional hardware components which may be new or like new (including any third-party malware protection software on such hardware). NCR Voyix will provide ongoing configuration and management services for the hardware aimed at securing the POS System Network by detecting and preventing unauthorized access from outside the POS System Network. NCR Voyix will be responsible for periodic and routine updates of the hardware, including security patches in accordance with the manufacturer's recommendations. Hardware maintenance services will be provided with respect to any malfunctioning hardware that is not otherwise due to your abuse, neglect or improper operation and/or storage as determined in NCR Voyix's sole discretion. Such hardware maintenance services will be provided in accordance with NCR Voyix's standard policies and procedures which will be communicated to you from time to time. NCR Voyix reserves the right to replace any NCR Voyix provided hardware and/or malware protection software running on the hardware with a similar functioning hardware and/or malware protection software at any time for any reason at no additional cost to you.

1.2 If the Network and Security Services option known as "Secure Access" (or its successor product) is selected by you as part of the Network and Security Services as may be designated on applicable Order, NCR Voyix will provide you with remote access tools and a method for providing your authorized third parties reasonable access to a designated Node within the POS System Network. If you elect to use the Secure Access SMS-based authentication feature, you 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 you that will allow you to access a designated Node within the POS System Network. You acknowledge that message and data rates may apply, such charges include those from your mobile carrier or communication services provider.

1.3 If the Network and Security Services option known as "Threat Defender" (or its successor product) is selected by you as part of the Network and Security Services as may be designated on an applicable Order, NCR Voyix will provide you 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 POS System Network. This solution will be installed on every Node within the POS System

Network that you select. With your approval, NCR Voyix will maintain a list of your authorized software which is permitted to run on each Node. Any changes to this allowed software list must be requested by your authorized representative.

1.4 Subscriptions to all three of the Network and Security Services, (i.e., Site Shield, Secure Access and Threat Defender (or Site Shield, Threat Defender and Aloha Command Center in lieu of Secure Access)), include participation by you as a covered customer under the Data Breach Assistance Program (the “**Program**”), for which NCR Voyix does not separately charge you. The Program assists with certain costs that may be incurred by you in the event of a data breach covered by the Program, which is subject to the additional terms and conditions (the “**Additional Program Terms**”) accessible at the following weblink: <http://www.ncr.com/documents/HS-Breach-Assistance-Program.pdf> (password: hosted) or similar website identified by NCR Voyix. You should review the Additional Program Terms to ensure its understanding of them. your 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 you, 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 you 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 you; (b) by e-mail to the e-mail address that you have provided to NCR Voyix; (c) by regular mail to the mailing address that you have provided to NCR Voyix; or (d) by any other electronic or non-electronic means that NCR Voyix believes is reasonably likely to reach you. You will also be required to: (i) first submit to NCR Voyix valid and correct customer Identification Numbers (“MIDs”) for the locations then currently subscribing to all three 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 your MIDs if they change for any reason by the same means as under sub item (a) and (c) adhere to the Additional Program Terms. Proper submission of valid and correct MIDs and you being in good standing with fee payments to NCR Voyix and compliance with applicable terms and conditions for Network and Security Services will be a condition to any coverage for you under the Program. You acknowledge and agree that continued coverage under the Program is only available to customers that have deployed the applicable components of the Network and Security Services in a manner that is consistent with the then-current product documentation. NCR Voyix reserves the right to withdraw coverage under the Program if you request a configuration that, in NCR Voyix’s discretion, places security of the environment at risk, or if you alter, change or tamper with NCR Voyix’s configuration of any of the applicable components of the Network and Security Services.

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

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

1.7. Selection of a Network and Security Services bundle including a firewall owned by you and approved by NCR Voyix is subject to you 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 you cancel this service, you agree to return such firewall to NCR Voyix at your cost.

## 2. Your Responsibilities

2.1 A properly configured hardware firewall is required for each of your locations using a persistent connection to the public internet or any private network where there is a potential for unauthorized access. This requirement is your responsibility, except to the extent you subscribe to the Network and Security Services option known as “Site Shield” (or its successor product).

2.2 Unless you subscribe to the Network and Security Services option known as “Antivirus Service” (or its successor product), you 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 your POS System Network, which security includes unique, strong passwords per user, physical security and access control policies. You acknowledge and agree that security and protection of all of your networks, including the POS System Network, and the data and applications on such networks, including protections against unauthorized access, is your responsibility. You acknowledge that, to be effective, malware protection software, system passwords and other security software and hardware components require periodic and routine updates, which you must obtain or perform as applicable. You agree to not use or attempt to install remote access software on the POS System Network unless approved by NCR Voyix.

2.3 If the Network and Security Services option known as “Site Shield” (or its successor product) is selected by you as part of the Network and Security Services as may be designated on an applicable Order, you agree to keep and use the hardware firewall only at the location designated for such firewall. You agree that the hardware firewall will not be removed from any such address unless you obtain NCR Voyix’s written permission in advance to relocate it. Title to the hardware firewall will 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 firewall you will so apply the label or not remove any such label already affixed to the firewall. You are responsible for protecting the hardware firewall from damage, except for ordinary wear and tear, and from any other kind of loss while you have use of the hardware firewall. You are responsible for and accepts the risk of loss or damage to the hardware firewall while in use by you or in your possession. You agree to keep the hardware firewall 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 or NCR Voyix’s provision of the Network and Security Services, you will return to NCR Voyix the hardware firewall in good, workable condition in accordance with NCR Voyix’s instructions for such return. If the hardware firewall is damaged or lost at any time during the term of this Agreement through no fault of NCR Voyix or is not returned to NCR Voyix following expiration or termination of this Agreement, you agree to pay to NCR Voyix \$1,200 for each damaged, lost or unreturned hardware firewall. At your own cost and expense, you will keep the hardware firewall in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs made or affixed to the hardware firewall will become part of the hardware firewall and title thereto will vest in NCR Voyix. You will not make any permanent alterations to the hardware firewall.

3. Disclaimers. NCR Voyix disclaims any warranty, expressed or implied, that the POS System Network or your data will remain malware-free or free from unauthorized intrusions. In the event that any malware

is detected in your POS System Network, additional services may be requested by NCR Voyix or a Reseller to assist with the removal of malware or to address other suspected compromises at a cost to you.

## **NCR VOYIX EVER CLOUD**

If NCR Voyix Ever Cloud (or its successor product) is selected by you as may be designated on an applicable Order, NCR Voyix will provide you with the following Network and Security Services: Site Shield, the Patch Management Service and the Antivirus Service. However, coverage for the Patch Management Service and the Antivirus Service will only apply to a single Node located within the NCR Voyix Ever Cloud device (coverage for additional Nodes outside of the NCR Voyix Ever Cloud device can be purchased separately). Other services are provided as part of NCR Voyix Ever Cloud as described in NCR Voyix's then-current product documentation and may include Secure Access, Threat Defender and other Network and Security Services. With respect to NCR Voyix's provision of Site Shield as part of NCR Voyix Ever Cloud, since the NCR Voyix Ever Cloud device is provided in lieu of a hardware firewall a separate hardware firewall will not be provided, however the terms in Section 1.1 above will apply to NCR Voyix's provision of the NCR Voyix Ever Cloud device. The terms in Schedule 1 attached to this exhibit will apply with respect to NCR Voyix's maintenance obligations for the NCR Voyix Ever Cloud device. You acknowledge and agree that the terms set forth in Sections 2 and 3 above will apply to NCR Voyix's provision of NCR Voyix Ever Cloud and the terms in those Sections which pertain to a "hardware firewall" will apply equally to the Ever Cloud device.

***The following additional terms apply to NCR Voyix's Business Services Layer ("BSL" or the "Platform") and application program interfaces ("APIs") covered by the Agreement. Such terms control in the event of a conflict with the terms of the Agreement.***

This Agreement governs your use of 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 must purchase a license to use the Platform as indicated on an Order, compatible hardware, software (latest version recommended and sometimes required) and internet access. Platform performance may be affected by these factors. Upon notice by NCR Voyix, all API integrations for the Service will use NCR Voyix's BSL APIs. Cost for the BSL APIs will be at NCR Voyix's then current rates.

### **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 provider's applicable license agreement (if any). 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 provider of such Application.

### **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 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 described in the Agreement.

***The following additional terms apply to Electronic Communication Services (as defined below). Such terms control in the event of a conflict with the terms of the Agreement.***

1. These terms apply only to NCR Voyix's provision of electronic communication services, such as NCR Voyix Pulse Real Time Text Paging, certain NCR Voyix online ordering functionalities and NCR Voyix 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.

-- End of Merchant Agreement --

NCR Voyix Corporation  
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U.S.A.