

MASTER AGREEMENT FOR RESTAURANTS

This Master Agreement for Restaurants (“**Agreement**”) is made and entered into as of the Effective Date noted below between NCR Voyix Corporation (“**NCR Voyix**”) and the party designated below as the Customer (the “**Customer**” or “**you**”). This Agreement applies to all Products (as defined below) you acquire from NCR Voyix under an Order (as defined below) and governs your access and use of Products. Products may be more fully described in agreed-upon riders, addenda, or exhibits. NCR Voyix sells or licenses Products under this Agreement only for delivery and use in the United States, and only for your Internal Use (as defined below). Payment processing services are not covered by this Agreement. If NCR Voyix or its Affiliate (as defined below) provides payment processing services, then such processing services will be governed by a separate agreement.

1. **Definitions.** This Agreement uses the following defined terms:

1.1 “**Affiliate**” means an entity that directly or indirectly controls, is controlled by, or is under common control with a party. For purposes of this definition, “control” means ownership of more than fifty percent (50%) of the voting stock or other voting ownership interest in an entity. As used in this Agreement, “you” includes your Affiliates who agree in writing to be bound by an Order. For clarity, your Affiliates do not include your franchisees.

1.2 “**Cloud Services**” mean software-as-a-service, cloud, application hosting, and similar Services. Cloud Services constitute Subscription Services.

1.3 “**Customer Content**” means information (including data) and other content input, transmitted or otherwise provided by or for you under or in connection with this Agreement, including in connection with your use of (including accessing) the Products.

1.4 “**Customer Equipment**” means equipment owned by you, networks managed by you, and systems and systems interfaces managed by you, including associated software.

1.5 “**Deliverables**” means analyses, reports, and other documents and items created for and provided to you by NCR Voyix at your request and specifically identified as such in an Order.

1.6 “**Documentation**” means training, installation, published specifications, and operation manuals that NCR Voyix makes generally available to its customers to assist in use of the Products.

1.7 “**End of Sale**” status means, with respect to a Product, that NCR Voyix no longer offers to sell such Product or new licenses or subscriptions for such Product, as applicable.

1.8 “**End of Service**” status means, with respect to a Product, that NCR Voyix no longer provides any warranties, security patches, or Services for the applicable Product.

1.9 “**Equipment**” means hardware, including peripherals and Parts, provided by NCR Voyix to you pursuant to an Order. “**Parts**” means Equipment components. Equipment includes equipment designed by NCR Voyix (the “**NCR Voyix Equipment**”) and equipment designed by third parties.

1.10 “**Internal Use**” means your internal commercial use as an end-user, unless an Order grants additional use rights. Internal Use includes access or use by your end-user customers in their course of transacting business with you.

1.11 **“Order”** means any mutually agreed order form, statement of work, an on-line order, an Addendum, schedule or similar document that at minimum includes the description, quantity and price of the Products you commit to buy, together with this Agreement and any applicable amendments, addenda and exhibits to which the parties have agreed. 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 its subject matter. Preprinted terms on purchase orders will not apply.

1.12 **“Products”** means Software, Services, Equipment, Supplies, and Deliverables provided by NCR Voyix to you.

1.13 **“Professional Services”** means NCR Voyix-provided consulting, training, Product installation and other Services as more fully described in an applicable Order and/or statement of work.

1.14 **“Provided Items”** means Products, Documentation, tools (including any Diagnostic Tools), and other materials that are provided or otherwise made available to you by or for NCR Voyix under this Agreement (including any Order).

1.15 **“Purchased Equipment”** means Equipment purchased by you from NCR Voyix which is not provided on a subscription basis.

1.16 **“Services”** means work performed or services provided by NCR Voyix to you or on your behalf pursuant to an Order, including maintenance and support services provided during a defined coverage period, Cloud Services, Subscription Services, Support Services, and Professional Services.

1.17 **“Software”** means computer programs and associated data licensed under this Agreement and available from NCR Voyix as stated in an Order, together with any fixes, updates, upgrades, or enhancements thereof that NCR Voyix provides you under applicable Support Services. Software includes only executable code and not source code. For the avoidance of doubt, Software excludes Cloud Services.

1.18 **“Subscription Service”** means access and use of NCR Voyix Products as a Service that NCR Voyix makes available to you on a recurring basis pursuant to applicable Subscription Fees (as defined below).

1.19 **“Supplies”** mean consumable items such as paper, forms, storage media, styluses, print ribbons, ink cartridges, and batteries provided to you by NCR Voyix pursuant to an Order.

1.20 **“System”** means the infrastructure NCR Voyix uses to enable you to access and use the Cloud Services via the Internet.

1.21 **“System Modification Management Process”** means the procedures by which upgrades and modifications are made to the System environment. NCR Voyix will maintain a System Modification Management Process. This process will include: (a) procedures for notifying you of a pending change to the production environment that NCR Voyix reasonably determines requires significant action on your part; and (b) procedures for documenting the outcome of changes.

1.22 **“Third-Party Products”** means the third-party products and/or services which are purchased by you from NCR Voyix.

2. Term and Termination.

2.1 The term of this Agreement commences on the Effective Date and continues for five years; provided however, that, following expiration or, except as otherwise set forth in this Agreement or any Order, following termination of this Agreement the terms of this Agreement will continue to govern any existing Orders then in effect until the earlier of (i) the renewal, extension or adoption of a new master agreement; or (ii) the expiration of such Order without renewal. Unless stated otherwise in an Order, you agree to subscribe to the Products set forth in an Order for an initial subscription term of 36 months from the effective date set forth in the applicable Order (the “**Initial Term**”). For Services (except applicable Professional Services), the Initial Term will thereafter automatically renew for successive one-year periods until either party gives written notice of non-renewal no later than 90 days prior to a renewal date. The Initial Term plus renewal terms, collectively, are defined as the “**Term**”. Your breach of another agreement between NCR Voyix (or an Affiliate of NCR Voyix) and you (or your Affiliate), including without limitation any failure to pay any amounts due to NCR Voyix by you or your Affiliates, will constitute a breach of this Agreement. Your license to Software, your right to access or use any Products provided on a subscription basis, and NCR Voyix’s performance of Services will automatically terminate (a) at the end of the Term of the applicable Order, or (b) upon earlier termination by NCR Voyix or you as permitted herein.

2.2 Either party may terminate this Agreement or an Order if the other party materially fails to discharge any obligations or remedy any material default and does not cure the failure within 30 days after receipt of written notice, except for your nonpayment of any amounts due to NCR Voyix, which must be cured within 10 days from receipt of notice. If you fail to make a payment when due, NCR Voyix immediately may, upon written notice, (a) suspend your rights to use or receive the Products without waiving its right to payment, and (b) remove, at your expense, any Equipment provided as part of a Subscription Service and disable any Software. If Equipment is provided as part of a Subscription Service, your right to use the Equipment will automatically terminate at the end of the Term of the applicable Order, or when terminated by either party as permitted herein.

2.3 You may terminate an Order for Subscription Services for convenience by providing 90 days prior written notice of termination. If you exercise your right to terminate for convenience, along with payment of any outstanding fees or Subscription Fees through the termination date, you will also pay NCR Voyix, as damages and not as a penalty: 100% of the total remaining Program Fees payable during the then current Term, provided however, that any remaining payment payable pursuant to this Section 2.3 shall include any remaining payments for installation, implementation, and any other up-front Service fees that are amortized over the Initial Term. NCR Voyix may collect, and you hereby authorize NCR Voyix to collect, such amounts by any means available, including but not limited to ACH or credit transfer.

2.4 Either party may terminate this Agreement in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

2.5 Upon termination or expiration of this Agreement or any Order, as applicable and subject to Section 2.1 above: (a) all rights and licenses granted by NCR Voyix hereunder to you in this Agreement or the Order, as applicable, shall immediately cease; (b) NCR Voyix shall cease providing the Services, including Cloud Services, and will disable your access to the Software; (c) you shall immediately pay NCR Voyix all amounts due to NCR Voyix, including all outstanding invoices; and (d) you will immediately return to NCR Voyix or destroy all property affected by such termination (including, but not limited to, the Software, the NCR Voyix Utilities, Documentation, Equipment provided as a Subscription Service, and all proprietary information of NCR Voyix, together with all copies thereof) at your cost and pay any applicable restocking

fees, and provide a certification signed by an officer of yours that this has been done, and enable NCR Voyix field personnel to coordinate and schedule de-installation and return within the 30-day period following termination. You agree to pay NCR Voyix a reschedule fee in NCR Voyix’s sole discretion if you fail to keep an appointment with NCR Voyix or its representatives to de-install and pick up any NCR Voyix property. If any NCR Voyix property is not returned to NCR Voyix in good condition and working order after the termination of this Agreement or the applicable Order, NCR Voyix reserves the right to charge you the then-current purchase or license list price charged by NCR Voyix for such property. Prior to returning the NCR Voyix property, you shall be solely responsible for backing-up all Customer Content and information on the NCR Voyix property and permanently and securely deleting Customer Content from the NCR Voyix property. Upon termination of this Agreement or the applicable Order and receipt of returned NCR Voyix property, NCR Voyix or its Suppliers (as defined in Section 8.2), in its sole and absolute discretion, may purge all such Customer Content and other data and information. NCR Voyix and Suppliers have no responsibility or liability for backing up, removing, protecting, or restoring programs, data, or removable storage media contained in or operating on any item of returned NCR Voyix property or for the security, confidentiality, or privacy of any data or other content on returned NCR Voyix property. You acknowledge that NCR Voyix has no obligation, unless otherwise required by applicable law or regulation, to retain your data and that your data may be irretrievably deleted 90 days after termination.

2.6 NCR Voyix may, without waiving its other rights, suspend your right to use or receive Products if NCR Voyix reasonably determines that you are engaged in (a) any violation of this Agreement, an Order, or the Documentation, (b) any violation of applicable law, payment network rules or the applicable data security standards, including those adopted by the PCI Security Standards Council, LLC (“**PCI Requirements**”), or rights of any third party, or (c) activities that create a risk of a data security compromise. NCR Voyix will provide notice if NCR Voyix suspends your right to use or receive Products, unless such notice is legally prohibited. NCR Voyix’s decision to take any of the actions described in this Section may be based on confidential standards that are essential to NCR Voyix’s risk management and security protocols and procedures, and NCR Voyix is under no obligation to disclose any details regarding such protocols and procedures to you. If NCR Voyix suspends your right to receive or use the Products, in whole or in part, in accordance with this Section, NCR Voyix will not be liable for any loss that may result from any suspension in accordance with this Section.

2.7 NCR Voyix will provide 6 months’ notice for End of Sale, and NCR Voyix generally places Products in End of Service status in accordance with the following schedule:

Product Type	Schedule
Software and Cloud Services	9 months after End of Sale
Equipment	3 years after End of Sale

NCR Voyix may provide notice regarding End of Sale or End of Service via NCR Voyix’s web portal, by email or by other means determined by NCR Voyix. NCR Voyix will use reasonable efforts to transmit to you any “end of sale” or “end of service” notification received by NCR Voyix for any Product provided by a third party or provided by NCR Voyix on behalf of a third party, but you acknowledge that NCR Voyix does not control the timing of such notifications. Upon End of Service for a Product, NCR Voyix may cease all Services for the applicable Product, including Support Services, hardware maintenance services and security patches (as applicable). NCR Voyix may terminate your subscription for, and your access to, a Subscription Service upon the applicable End of Service date. NCR Voyix may elect to offer, pursuant to a separate agreement between the parties and for a separate fee, certain extended support services for Products in End of Service status. Support Services for Software versions where the underlying Product has not been classified as End of Service shall be governed by Section 7.2.

3. **Software License.** If you license Software under this Agreement to be deployed on your premises or license Software as part of a Subscription Service, the following terms apply:

3.1 Subject to the terms and conditions of this Agreement and payment of the applicable license fees, Subscription Fees, and other charges set forth in an Order, NCR Voyix grants you a personal, non-exclusive, non-transferable and non-assignable (except as provided in Section 3.7), non-sublicensable, revocable and limited license and right to use, in executable form only, the Software listed and described in an Order, solely for your Internal Use, only during the Term of the applicable Order at your locations authorized in writing by NCR Voyix ("**Licensed Sites**") as listed on the applicable Order. For Software licensed as part of a Subscription Service, NCR Voyix provides certain support for the Subscription Service and, if applicable, maintenance of dedicated NCR Voyix hardware used in connection with the Subscription Service.

3.2 Except to the extent expressly authorized by this Agreement, you may not: (a) use, reproduce (including copy), distribute, perform, display, publish, transfer, modify, improve, enhance, translate, or adapt, or make or create any derivatives (including derivative works) of, to, or based on, the Software; or (b) directly or indirectly distribute, disclose, rent, loan, transfer, or transmit the Software to any third party. Software is licensed, and not sold, and is NCR Voyix's copyrighted and confidential property, or that of NCR Voyix's Affiliates or licensors. Use of Software outside the United States requires NCR Voyix's written consent and you may not export Software without first complying with all applicable export laws and regulations. You may not remove, alter, or conceal copyright notices, or confidential or proprietary statements on Software or associated media. Except as expressly provided in this Agreement, NCR Voyix and its licensors retain all intellectual property rights (including patents, copyright, and trade secrets) in and to the Software.

3.3 If the Software includes components governed by third party or open source software ("**OSS**") licenses containing provisions inconsistent with this Agreement, the applicable third party or OSS license instead governs each of those components. If that license requires the provision of corresponding source code, NCR Voyix hereby offers you a copy of that source code consistent with the OSS license terms.

3.4 You shall not add any third party software to, or combine any third-party software with, any Software or Cloud Services. Any requests for such software additions or combinations must be made by you in writing to the authorized NCR Voyix reseller handling your account, an NCR Voyix authorized party, or NCR Voyix depending on the Software. The Software which resides at a Licensed Site may not be interfaced to any third-party application without authorization from NCR Voyix. Any approved NCR Voyix interface to such third-party application for you may include additional license terms, conditions, and fees.

3.5 For the Software to operate, you may be given a physical security key. The replacement value of the security key is the then prevailing amount charged by NCR Voyix for a lost security key. This key is your sole responsibility to safeguard and insure this asset as you would with any other asset of significant value. For the Software to operate, you may be assigned a digital security key, which may be verified by NCR Voyix from time to time. You must keep the Software connected to the Internet on a regular basis for this verification to take place. If NCR Voyix is unable to verify your Software security key, then the Software may be placed into redundancy mode and eventually disabled by NCR Voyix. All security keys are NCR Voyix's property. You may not provide your security key to any third party. Upon expiration or termination of the Term or the upgrade or replacement of the Software, you agree to provide NCR Voyix with all physical security keys that were provided to you.

3.6 With respect to Software which resides at the Licensed Site, you may relocate the Software and Documentation to another site owned and/or operated by you (which new site will replace the old Licensed

Site and become the new Licensed Site), but only if you give NCR Voyix at least 15 days' prior written notice and provided that you are current on all payment obligations to NCR Voyix, and all of the Software and Documentation, and all copies thereof, located at the old Licensed Site are moved to the new Licensed Site.

3.7 In the event that you sell a Licensed Site or otherwise cease operation of business at a Licensed Site, NCR Voyix agrees to allow the transfer of the license to the Software and Documentation used at such Licensed Site to the new operator of such Licensed Site upon the following terms and conditions: (a) you must provide NCR Voyix 90 days prior written notice of any proposed transfer; (b) NCR Voyix shall have the right to reject any proposed transfer of the license to be transferred to any entity that offers for sale or licenses or develops software that is, in NCR Voyix's sole discretion, a potential substitute or replacement for the Software or any part thereof; (c) the transferee must execute NCR Voyix's standard form of software license agreement or subscription program agreement, as modified by such terms and conditions as NCR Voyix may reasonably require given the circumstances under which transferee obtained the license to the Software and Documentation; (d) the transferee must have the financial and operational resources and capacity to perform your obligations and assume your liabilities under this Agreement; (e) you shall pay the then prevailing transfer fee per Licensed Site charged by NCR Voyix; and (f) prior to the effective date of the transfer, you must have paid to NCR Voyix any and all monies due to NCR Voyix, whether under this Agreement or any other agreement between NCR Voyix and you.

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

3.9 For clarity, NCR Voyix reserves the right to charge additional Subscription Fees in connection with any new or additional Licensed Site.

4. **Cloud Services.** The following terms apply for Cloud Services:

4.1 Subject to your compliance with this Agreement and payment of the applicable Subscription Fees, NCR Voyix grants you a personal, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, limited license and right to access and use the Cloud Service listed and described in an Order (via the Internet or other agreed network) in accordance with the Documentation during the Term of the applicable Order solely for your Internal Use. It is your responsibility, at your sole cost and expense, to (a) install, configure and maintain a secure connection to the Cloud Services in accordance with NCR Voyix standards and compliant with this Agreement; and (b) acquire and maintain all necessary communication lines from an appropriate data communication provider and all required communications equipment, including computers, routers, modems, and other access devices.

4.2 You acknowledge and agree that NCR Voyix may use one or more third parties to provide cloud, hosting, or data center services for NCR Voyix that NCR Voyix uses to provide the Cloud Services. You agree to communicate only with NCR Voyix (and not such third party) regarding the Cloud Services.

4.3 You shall ensure that only your authorized users have access to any user identifications or passwords for use in connection with the System and the Cloud Services and that such authorized users shall not disclose such identifications or passwords to any other individual. You acknowledge and agree that you are solely responsible for strictly maintaining the confidentiality and integrity of such identifications and passwords and shall notify NCR Voyix immediately in writing if the security or integrity of an identification or password has been compromised. NCR Voyix is not responsible for unauthorized access to the Cloud Services through your usernames and passwords provided such usernames and passwords were not improperly disseminated by NCR Voyix or any of its agents or representatives. You

shall indemnify, defend and hold harmless NCR Voyix from and against any liability, damages, costs arising from your failure to comply with this Section 4.3 including, but not limited to, improper or unauthorized account access using your user identifications or passwords, provided such identifications or passwords were not improperly disseminated by NCR Voyix or any of its agents or representatives.

4.4 The following exclusions and limitations shall apply to Cloud Services:

4.4.1 You shall be solely responsible for the manner in which you and your users use the Cloud Services, the System, and the related Software. NCR Voyix is not responsible for acts or omissions of you or your representatives that result in failure of or disruption to the Cloud Services, the System, or access to the Software.

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

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

4.4.4 EXCEPT TO THE EXTENT EXPRESSLY PROVIDED TO THE CONTRARY, YOU UNDERSTAND AND AGREE THAT CLOUD SERVICES, THE SYSTEM, RELATED SOFTWARE, AND THE NCR VOYIX UTILITIES ARE PROVIDED "AS-IS." YOU ASSUME ALL OF THE RISK ASSOCIATED WITH YOUR USE OF ALL THE FOREGOING IN CONNECTION WITH THE USE OF THE CLOUD SERVICES. You acknowledge and agree that NCR Voyix will not be liable for any errors or delays in Cloud Services. It is your sole responsibility to install, configure and maintain a compliant and secure connection to the Cloud Services. You will be responsible, and will indemnify, defend and hold harmless NCR Voyix, for any damage or service interruptions caused by you or your representatives in violation of this Section including, without limitation, any damage to any NCR Voyix equipment, or equipment managed for NCR Voyix by a third party in connection with the Cloud Services provided by NCR Voyix hereunder. You agree to compensate NCR Voyix, at its then-current professional services rates, for all remedial services and losses resulting from any violations of this Section.

4.5 Additional Terms and Conditions applicable to a specific Cloud Service ("**Additional Terms and Conditions**"), if any, are set forth in Schedule 1 or the applicable Order. In the event there is a conflict between this Section 4 and the Additional Terms and Conditions applicable for a particular selected Cloud Service, the Additional Terms and Conditions for the particular selected Cloud Service shall prevail.

4.6 Help desk support and implementation services for the Cloud Services and other parts of the System (including assistance with the installation and implementation of any upgrades made available by NCR Voyix for the applicable Cloud Services or any parts of the System) shall be provided by NCR Voyix.

4.7 Certain Cloud Services (as defined in Schedule 3) are subject to the service level agreement set forth on Schedule 3 (NCR Voyix Services Level Agreement).

4.8 To facilitate your access to and use of the Cloud Services as permitted herein, NCR Voyix shall use commercially reasonable efforts to remotely install, via the Internet, certain NCR Voyix proprietary application software or utilities (the “**NCR Voyix Utilities**”) on the Customer Equipment at each of your locations as may be determined by the mutual agreement of the parties (the “**Customer Locations**”). You consent to and authorize such installation and access to such NCR Voyix Utilities as contemplated by this Agreement and represent to NCR Voyix that you have all necessary rights and authorizations to consent to and authorize such installation and access. Except as otherwise specifically permitted, you are not authorized to access or use the NCR Voyix Utilities.

5. Additional Product Terms

5.1 You hereby grant to NCR Voyix a non-exclusive, transferable and assignable, sublicensable, royalty-free and fully paid up, perpetual, irrevocable, worldwide license and right to use Customer Content to exercise its rights and perform its obligations under this Agreement, including to provide the Products. Except as expressly provided in this Agreement, you retain all of your intellectual property rights in and to Customer Content.

5.2 NCR Voyix may update Products for performance, usability, security, or other reasons. You may be required to provide reasonable access to your systems and personnel to implement changes. Updates may require you to upgrade or modify your hardware or environment at your cost.

5.3 NCR Voyix may agree in an Order to manage a lab system, as described in the Order, on your behalf to replicate your solutions in NCR Voyix’s environment. You will be responsible for the risk of loss for your products and solutions within the lab system and all costs related to the lab system which may be more particularly described in the Order. The lab system must, at your expense, use current versions of the applicable operating system(s), support then-current NCR Voyix anti-virus software, and comply with other NCR Voyix requirements. You represent to NCR Voyix that you have all necessary rights and authorizations to consent to and authorize NCR Voyix’s access and use of any third-party solutions. NCR Voyix may terminate and remove any lab systems failing to satisfy these obligations, and upon your written request at mutually agreed fees and subject to mutually agreed terms, NCR Voyix may help implement the lab system at your site for testing.

5.4 NCR Voyix may provide, or Products may include, hyperlinks to external Internet sites maintained by third parties that are not under NCR Voyix’s control (“**Third-Party Sites**”) and may from time to time provide third-party materials with the Products. NCR Voyix assumes no responsibility for the content or accuracy of information contained within such Third-Party Sites or third-party materials and the appearance of such hyperlinks does not constitute endorsement or sponsorship of, or affiliation with, the owners of such Third-Party Sites or their information, products, services or trademarks.

5.5 You will not upload, download, create, copy, store, display, post, publish, distribute, transmit, use, or exploit any content or information, including data, to, via, or in conjunction with the Products, or use any Product in any manner: (a) that is deceptive, misleading, unlawful, harmful, threatening, abusive, hateful, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, or racially, ethnically, or otherwise objectionable; (b) that is harmful to minors in any way; (c) that infringes or

misappropriates any patent, copyright, trademark, trade secret rights, or other intellectual property rights or misuses any information or materials of any person or entity; (d) that constitutes unsolicited or unauthorized advertising or promotional materials, including but not limited to “junk mail,” “spam,” “chain letters,” and “pyramid schemes”; (e) that contains Personal Data relating to an identified or identifiable natural person or any other sensitive data that is protected under privacy laws; or (f) that contains or introduces any malware (including software viruses) or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer hardware or software or telecommunications equipment.

5.6 WITH RESPECT TO ANY THIRD-PARTY PRODUCTS PROVIDED BY NCR VOYIX, YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHT TO USE ANY SUCH THIRD- PARTY PRODUCTS IS SPECIFIED IN THE AGREEMENT PROVIDED BY THE APPROPRIATE SUPPLIER OF SUCH THIRD-PARTY PRODUCTS. YOU ACKNOWLEDGE AND AGREE THAT ANY AND ALL THIRD-PARTY PRODUCTS ARE PROVIDED “AS-IS” WITHOUT A WARRANTY FROM NCR VOYIX. ACCORDINGLY, NCR VOYIX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY NATURE WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. Fees, Invoices, and Payments.

6.1 In consideration of Products being provided as part of a Subscription Service as designated in an applicable Order, you will pay NCR Voyix the subscription fees and other charges listed in the Order (“**Subscription Fees**”). The first payment of Subscription Fees will be invoiced on the effective date of the applicable Order, upon which NCR Voyix will make the Software available to you electronically/on physical media, or provide you access to the Service. Thereafter, Subscription Fees will be invoiced and payable annually in advance or as otherwise set forth in the Order. NCR Voyix may invoice you for your use in excess of the amount stated in the then current Order, and the Subscription Fees (and an Order) will be updated automatically to reflect the increased use. From and after the first anniversary of the Effective Date of this Agreement, NCR Voyix may annually increase pricing for any applicable Order up to the Consumer Price Index for All Urban Consumers (CPI-U), All Items + 5%. In addition, certain Orders may include a one-time set up fee as indicated in the applicable Order. Notwithstanding the foregoing, fees for NCR Voyix Mobile Pay and Voyix Connect (as defined in Section 6.5 below) may be billed by an Affiliate of NCR Voyix but remain subject to the terms of this Agreement. Unless the Order states otherwise, starting on the effective date of the Order, Subscription Fees will be invoiced by NCR Voyix and paid by ACH account debit or other NCR Voyix approved payment method. Professional Services will be billed as set forth in a separate scope of work, or if no such billing terms are present, in advance of performance. Software licenses provided under this Agreement are not available for purchase other than as a Subscription Service. Products provided on a transaction-based pricing method will be billed monthly in arrears based on transaction volume and the pricing set forth in the Order.

6.2 For Products not being sold as part of a Subscription Service, (a) Equipment is invoiced upon shipment; (b) non-tangible Products such as Software are invoiced upon delivery (but Software provided with Equipment is invoiced together with that Equipment); (c) Services delivered during a defined coverage period, such as maintenance services, will be invoiced annually near the beginning date and each anniversary date of the Order, and (d) other Services are invoiced as they are performed. You will pay all fees and charges indicated in the applicable Order. After its Initial Term, an Order for Services delivered during a defined coverage period will renew for successive one-year periods, unless one party gives the other at least 90 days’ notice of non-renewal. Annual changes to such Service rates are effective at the beginning of the billing cycle.

6.3 Payment is due 30 days after the invoice date without deduction, discount, or offset of any kind. If you dispute any portion of an invoice, you will immediately notify NCR Voyix, but in no event more than

30 days following the invoice date, of the amount and basis of the dispute, and you will pay the portion not disputed in good faith within 30 days after the invoice date. Failure to provide NCR Voyix with timely notice of dispute waives your right to subsequently dispute any fee or invoice. NCR Voyix reserves the right to withhold performance of any obligations arising under this Agreement, in the event of your non-payment when due of any undisputed amounts owed to NCR Voyix. NCR Voyix will apply a late fee of 1.5% per month on any late payments. If you elect to receive Voyix Pay, (NCR Voyix's payment processing services), then NCR Voyix shall be entitled to offset from any applicable settlement funds any outstanding amounts owed to NCR Voyix or its Affiliates under this Agreement or any Order to the maximum extent permitted by law. In any collection action, you agree to be liable to NCR Voyix for NCR Voyix's costs of collection, including expenses and reasonable attorneys' fees.

6.4 Product prices do not include, and you will be invoiced for, freight, shipping, installation, and distribution charges; import duties; tariffs; taxes charged by third party suppliers; or other charges such as transportation or fuel surcharges. NCR Voyix may pass through the amount of any increase in cost for equipment, parts or components in an Order or required to provide services to you to the extent due to scarcity, industry or supply chain disruptions, competition, geopolitical events or trade policies, or an increase in supply chain costs or third-party products. In addition, NCR Voyix will invoice you for all tariffs, taxes, freight, and other applicable charges. You are responsible for all taxes, tariffs, duties, levies, or fees imposed by any taxing authority including sales, use, excise, withholding, or similar charges assessed on Products you receive from NCR Voyix or products purchased in order to satisfy maintenance, repair or replacement obligations to you, other than taxes imposed on NCR Voyix's net income ("**Taxes**"). In the event that you are required to withhold Taxes from payments owed to NCR Voyix under this Agreement, the sum payable by you to NCR Voyix will be increased by the amount necessary to yield to NCR Voyix an amount equal to the sum it would have received had no withholdings or deductions been made. You will provide evidence reasonably satisfactory to NCR Voyix that you have remitted the withholding Taxes to the applicable taxing authority. Invoices will separately state taxes due, and NCR Voyix will timely remit all taxes it collects from you. NCR Voyix will honor a valid tax exemption or reduction certificate you provide, but if a taxing authority notifies you or NCR Voyix that such tax is payable, then upon receipt of NCR Voyix's invoice you will pay the tax, as well as any interest and penalties. If a taxing authority audits taxes related to an Order, each party will notify and afford the other an opportunity to participate on an equal basis; will reasonably cooperate and coordinate with the other; and will bear its own expense for the audit.

6.5 In order to receive the services contemplated by this Agreement or any Order under this Agreement, you must use NCR Voyix's payment connection interface (currently known as "**Voyix Connect**") at the per Transaction rates set forth in the applicable Order (as may be amended by NCR Voyix from time to time). In addition, if you utilize, and NCR Voyix agrees to provide Voyix Pay, (NCR Voyix's payment processing services), you may be eligible for a discount on Voyix Connect rates.

6.6 If fees and charges set forth in an Order are conditioned upon your obligation to purchase or maintain other Products from NCR Voyix or an NCR Voyix Affiliate ("**Promotional Pricing**"), and you do not or cease to meet the criteria to receive the Promotional Pricing, then NCR Voyix may adjust pricing to NCR Voyix's then-current market rates effective retroactively from such date you ceased to meet the criteria, at NCR Voyix's sole discretion, without notice to you.

6.7 Unless the parties have agreed to an alternative payment method as stated in the applicable Order, you shall establish with NCR Voyix and your bank an ACH payment procedure that authorizes NCR Voyix to be paid by such bank automatically via ACH transfer upon issuance by NCR Voyix of an invoice hereunder. If you have insufficient ACH funds, you will be contacted by an NCR Voyix representative to submit a credit card payment and number to reside on file. All payment obligations under this Agreement are non-cancelable and non-refundable.

7. Support.

7.1 NCR Voyix will provide support and maintenance services for Software (“**Support Services**”) as provided in this Section 7.

7.1.1 NCR Voyix, NCR Voyix’s authorized reseller, or other NCR Voyix authorized party, as may be applicable (depending on whether you subscribe to the Services directly with NCR Voyix, NCR Voyix’s authorized reseller or another NCR Voyix authorized party, respectively) will provide Support Services directly to each Licensed Site. As part of these services, NCR Voyix, NCR Voyix’s authorized reseller or other NCR Voyix authorized party will provide you with contact information which will enable you to report Software problems and receive assistance in resolving Software problems. Upon receipt of such notification from you, NCR Voyix, NCR Voyix’s authorized reseller or other NCR Voyix authorized party will use reasonable efforts to respond to you and diagnose the Software problem. Software problem diagnosis will include a determination as to whether: (a) the reported Software problem constitutes a Software error, irregularity, interruption or malfunction; or (b) the reported problem is excluded from Support Services, as specified in Section 7.1.2 below. NCR Voyix, NCR Voyix’s authorized reseller or other NCR Voyix authorized party will notify you promptly of its determination and rationale for the determination. If the reported problem constitutes a Software error, irregularity, interruption or malfunction, you will be responsible for providing NCR Voyix, NCR Voyix’s authorized reseller or other NCR Voyix authorized party with sufficient documentation and materials, if any, in order for NCR Voyix, NCR Voyix’s authorized reseller or other NCR Voyix authorized party to reproduce the reported problem. If the problem is verified, NCR Voyix, NCR Voyix’s authorized reseller or other NCR Voyix authorized party will use reasonable efforts to provide you with a temporary “fix” or provide you with the necessary technical assistance to enable you to correct the problem or to otherwise become operational. In the event that the verified problem is not, in NCR Voyix’s, NCR Voyix’s authorized reseller’s or the other NCR Voyix authorized party’s opinion, valid or reproducible, NCR Voyix, NCR Voyix’s authorized reseller or the other NCR Voyix authorized party shall notify you promptly with its rationale for such a determination.

7.1.2 Incidents logged for Support Services for any of the reasons set forth below are excluded from Support Services and will be subject to out-of-scope charges:

- (a) Software licensed to you by third parties other than NCR Voyix, or custom or customized software.
- (b) Software defects, abnormal operation of the Software or inability to operate the Software resulting from: (i) your misuse or improper use of the Software, (ii) use of the Software or equipment by untrained personnel or personnel who require additional training, (iii) improper entry of data in connection with the Software, or (iv) combining or using the Software with any computer equipment or software not supplied by NCR Voyix.
- (c) Requests for technical assistance arising solely from the inability of your personnel to operate the Software in conformity with store or your operational procedures including, but not limited to, product pricing and cash management policies.
- (d) Problems of the Software caused by your data, network, database, operational or other environmental factors not within the direct control of NCR Voyix, its authorized reseller or other NCR Voyix authorized party.

- (e) Errors for which NCR Voyix, its authorized reseller or other NCR Voyix authorized party has provided technical or operational corrections not implemented by you within a reasonable time (not to exceed 90 days).
- (f) Support or maintenance services for Software provided to you for testing purposes.
- (g) Problems caused by hardware or software other than that identified in an Order.
- (h) Applications or configurations not provided by NCR Voyix.

7.1.3 Time spent on a Software support request to the extent excluded from coverage for Support Services, for Software or Equipment that is found to function according to its current user-level Documentation, or for which a release was made available to you which would have corrected the Problem had it been installed, or for Software versions not eligible for Support Services under this Agreement, will be billed to you at NCR Voyix's then-current time and materials rate. Your inability or unwillingness to comply with any of your responsibilities in Section 13 (Your Responsibilities) may impact NCR Voyix's ability to perform the Support Services and may result in additional charges for such Services.

7.1.4 As part of Software support, NCR Voyix may provide upgrades that contain architecture changes, feature improvements and enhancements, patches, and bug fixes. You agree to install and implement all upgrades promptly. All upgrades are subject to the license and other terms under which NCR Voyix originally provided the applicable Software pursuant to this Agreement, subject to new or updated license terms provided with the upgrade.

7.2 Software Support Services

7.2.1 Software Support Services include the most recent major release of the Software made generally available to customers by NCR Voyix and the immediately preceding major release, subject to coverage of minor releases pursuant to Section 7.2.2. NCR Voyix will not provide Support Services for earlier versions of major releases. For purposes of this Section, a “**major release**” means a Software release that contains architecture changes and/or key feature improvements and enhancements with applicable fixes from previous releases (e.g., moving from v2.y.z to v3.y.z); and

7.2.2 Minor releases of Software in a major release that is eligible for Support Services pursuant to Section 7.2.1, and all patches within such minor releases, will be supported for 18 months after the minor release is made generally available to customers by NCR Voyix, but in any event, NCR Voyix will continue to support the most recent minor release within a supported major release and all patches for it. For purposes of this Section, a “**minor release**” means a Software release that includes minor feature improvements or enhancements and applicable fixes from previously reported problems, and is denoted by the second increment in the version number of a release (e.g., x.0.z to x.1.z).

8. Equipment.

8.1 The Equipment covered by this Agreement is as set forth on the applicable Order. Equipment provided may not be new but may be reconditioned. Delivery of the Equipment will be made to you to the designated Licensed Site(s) set forth on an Order. You will notify NCR Voyix prior to moving Equipment or Parts to other sites or locations. All Equipment provided hereunder will be Purchased Equipment unless the Order expressly indicates that such Equipment is provided on a subscription basis. Purchased Equipment must be paid for in full prior to shipment. Any support or maintenance services for Equipment will be as set forth in an applicable Order.

8.2 NCR Voyix may act as a sales agent on behalf of one or more of its third-party suppliers as designated in the applicable Order (each a “**Supplier**”) for the sale of Purchased Equipment under this Agreement. All Purchased Equipment under this Agreement will be supplied and fulfilled by NCR Voyix or Supplier (or its suppliers), as applicable. Where NCR Voyix is acting as a sales agent on behalf of a Supplier, (i) the Purchased Equipment will be shipped directly to you by such Supplier or its suppliers, (ii) title and risk of loss to Purchased Equipment will pass to you from Supplier upon delivery, and (iii) Purchased Equipment is delivered when it is placed with a carrier for shipment to you, freight prepaid.

8.3 For use of Equipment that is purchased as part of a Subscription Service (“**Subscribed Equipment**”): (a) no transfer of ownership of any such Subscribed Equipment will take place and title to Subscribed Equipment remains with NCR Voyix, (b) you will not make any permanent alterations to the Subscribed Equipment or any alterations that impact the functionality or serviceability of the Subscribed Equipment without NCR Voyix’s prior written consent, (c) you will keep and use Subscribed Equipment only at the site designated for such Subscribed Equipment on the applicable Order, and (d) you agree that Subscribed Equipment will not be removed from any such address unless you obtain NCR Voyix’s prior written consent. NCR Voyix grants you access and use of the Subscribed Equipment during the Term designated in the Order and for your Internal Use, all in accordance with the terms of this Agreement and the Order. The Subscribed Equipment that is purchased for use as part of a Subscription Service will remain the personal property of NCR Voyix even if physically attached to real property. You agree to take such action, at your sole expense, as NCR Voyix reasonably requests, to prevent any third party from acquiring any interest in the Subscribed Equipment. You will execute and deliver to NCR Voyix such other documents and provide such information as NCR Voyix may reasonably deem necessary to evidence or protect NCR Voyix’s interests in the Subscribed Equipment and NCR Voyix’s rights under this Agreement. You are responsible for and accept the risk of loss or damage to the Subscribed Equipment while in use by you or in your possession. You agree to keep Subscribed Equipment insured against all risks of loss in an amount at least equal to the replacement cost thereof during the term of this Agreement and will list NCR Voyix as loss payee and as an additional insured. You will give NCR Voyix reasonable access to Subscribed Equipment so that NCR Voyix can check the Subscribed Equipment’s existence, condition and proper maintenance. If Subscribed Equipment is damaged or lost at any time during the term of this Agreement, you will be responsible for payment to NCR Voyix of NCR Voyix’s then list price for such Subscribed Equipment. At your own cost and expense, you will keep the Subscribed Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement Parts and repairs made or affixed to the Subscribed Equipment will become part of the Subscribed Equipment and title thereto shall vest in NCR Voyix. If NCR Voyix requires a label or other indicator of NCR Voyix’s interest to be placed on the Subscribed Equipment you will so apply the label or not remove any such label already affixed to the Subscribed Equipment. Upon expiration or termination of this Agreement or the applicable Order, you shall return Subscribed Equipment to NCR Voyix in the same condition as when provided by NCR Voyix, normal wear and tear excepted, in accordance with the termination provisions of this Agreement. You agree to take such action, at your sole expense, as NCR Voyix reasonably requests, to prevent any third party from acquiring any interest in the Subscribed Equipment. You agree to pay restocking fees charged by NCR Voyix for any returned Equipment that NCR Voyix agrees to accept (in NCR Voyix’s sole discretion), other than Subscribed Equipment returned following termination of this Agreement or an Order.

8.4 Replacement Equipment or Parts provided to you are subject to the same delivery, title, risk of loss, and license provisions that applied to the Equipment or Parts being replaced. Title to replaced Equipment or Parts purchased by you or returned for credit or refund passes to NCR Voyix or the Supplier, as applicable, upon delivery of their replacements. You are responsible for securely and permanently deleting any data on Equipment prior to returning Equipment to NCR Voyix or the Supplier. NCR Voyix and Suppliers have no responsibility or liability for backing up, removing, protecting, or restoring programs, data, or removable storage media contained in or operating on any item of returned Equipment or for the security, confidentiality, or privacy of any data or other content on returned Equipment.

8.5 NCR Voyix, or its Supplier, as applicable, will use commercially reasonable efforts to deliver Equipment to the carrier for delivery to you, and you agree to take delivery, by the delivery dates set forth in the Order. NCR Voyix's or Supplier's agreement to a specific delivery date is conditioned on your Order being accepted within any lead-time or other requirements stated by NCR Voyix. If NCR Voyix or Supplier fails to meet an agreed delivery date, you may give notice of non-delivery. If Equipment is not delivered within 15 days after receipt of that notice, you may cancel delivery of such Equipment under the applicable Order without further obligation or liability of either party. Pre-delivery cancellation as set forth in this Paragraph is your sole remedy for a missed delivery date.

8.6 Without limiting any rights under bankruptcy or other applicable law, if you default on payment obligations and fail to make full payment within 15 days after you receive notice of default, then NCR Voyix or Supplier may, in addition to its other rights, repossess Equipment and/or suspend Equipment delivery.

8.7 Schedule 2 sets forth certain additional terms and conditions applicable to the maintenance of Equipment.

9. **Diagnostic Tools.** NCR Voyix may include with Products certain computer programs, data, documentation, tools, software agents, and other materials ("**Diagnostic Tools**") which are not separately itemized. You consent and will allow NCR Voyix to install the Diagnostic Tools, remotely or onsite, in all devices subject to Services, which may include equipment you own, lease, or otherwise use in your business, and allow NCR Voyix remote access to those devices to enable NCR Voyix to deliver the Services. Diagnostic Tools are NCR Voyix's confidential property used to assist in providing Services. They are not licensed or transferred to you, are not Products under this Agreement, and you have no rights with respect to them except as necessary to assist NCR Voyix in providing Support Services and for no other purpose. You will ensure that NCR Voyix has all necessary rights and authorizations to install and use Diagnostic Tools as provided in this Section. You may not access, copy, modify, transfer, remove, disclose, distribute, or use Diagnostic Tools or provide them to a third party. NCR Voyix may install, change, or remove them at its discretion, and you will not take any steps to hinder NCR Voyix's ability to install, change, or remove them. You are responsible for masking all primary account number and personally identifiable information data on the devices. NCR Voyix will have no liability for any claims, loss, or damages arising from or relating to your failure to do so. The provisions in this Section, together with applicable provisions in the "Third Party Claims" and "Confidentiality" Sections, set forth each party's exclusive rights, remedies, and obligations with respect to Diagnostic Tools.

10. **NCR Voyix Business Services Layer (BSL).**

10.1 NCR Voyix will provide application program interface ("**API**") services as listed and described in an applicable Order ("**Applications**") [through the Business Services Layer (BSL)]. You may only use the Business Services Layer to interface authorized Products with third-party applications approved by NCR Voyix or for other purposes authorized by NCR Voyix. The Business Service Layer are Subscription Services and are only for your Internal Use, or for use by an NCR Voyix-authorized third party acting on your behalf for your Internal Use (subject to such third party's agreement to NCR Voyix's applicable terms and conditions). Use of the Business Service Layer will require compatible hardware, software (latest version recommended and sometimes required) and Internet access as provided in the Documentation or as approved in writing by NCR Voyix for proper performance. If your use of the Business Services Layer exceeds any limitation stated in the Order, you will be billed for additional usage at the rate stated in the Order (or, if no rate is stated, at NCR Voyix's then current rate).

10.2 You must obtain all required licenses and rights for any third-party Applications used by you. Your use of any third party Application is subject to any applicable license agreement or other terms between you and the application developer or licensor of such application. NCR Voyix is not responsible for data

charges or third party application charges, or any other liabilities incurred in connection with your use of the Business Services Layer.

10.3 Your use of the Business Services Layer may be tracked and controlled via one or more service keys or credentials. Service keys or credentials may require renewal from time to time in NCR Voyix's discretion. If they expire, you will no longer be permitted to access and use the Business Services Layer. You are liable for the unauthorized use or disclosure of service keys or credentials, including such use or disclosure by third parties who have obtained them through you.

10.4 The Business Services Layer may enable access to third-party services and websites and Applications (collectively and individually, "**External Services**"). Any use of External Services is at your sole risk. NCR Voyix is not responsible for the content or accuracy of any External Services and shall not be liable for any such External Services. To the extent you choose to use 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.

11. **Data and Data Security.**

11.1 Definitions:

11.1.1 "**Data Subject**" means the individual to whom any Personal Data refers.

11.1.2 "**Personal Data**" means information relating to an identified or identifiable natural person to the extent treated as such under applicable law which you provide to NCR Voyix for processing and that is collected, stored, or maintained in the course of providing access to the Products.

11.1.3 "**Privacy Laws**" means laws and regulations that govern the access, use, disclosure, or protection of Personal Data which are applicable to the Products.

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

11.3 NCR Voyix may use, analyze, and disclose data (excluding Personal Data) about your use of the Products, including transaction-related and system information, to provide, enhance, and improve NCR Voyix's and its Affiliates' operations, products, and services, for analytics and product and operations purposes, for research and development purposes, and after it has been aggregated, for commercial and benchmarking purposes. NCR Voyix may also process or aggregate Customer Content so that it cannot reasonably be associated with you or your employees or customers and may use and disclose such information for such purposes.

11.4 You are responsible for the content of the Customer Content and for your compliance with any Privacy Laws, payment network rules, applicable PCI Requirements, or other legal duties applicable to your possession, transmission, processing, or use of Customer Content, including providing appropriate notifications and communications to Data Subjects and managing any complaints from Data Subjects. NCR Voyix will take steps designed to ensure that NCR Voyix uses the Customer Content it collects for its intended purpose(s) or as otherwise permitted by Privacy Laws.

11.5 You are solely responsible for maintaining backup copies of your data. NCR Voyix's sole responsibility and your sole remedy for data unavailability, damage, or contamination is limited to the restoration and replacement of data available from NCR Voyix's standard backup process to the extent commercially reasonable.

11.6 It is your responsibility to (a) maintain the technical and organizational security of your own systems, servers, networks, and communications links and (b) provide secure access to those systems, data, and information, including Personal Data, including, but not limited to, properly configured hardware and network firewalls, unique and strong passwords per user or other access control measures per user if more protective, physical security, timely installation and implementation of updates, upgrades, and patches, access control policies and measures, malware protection measures, and periodic training of personnel in security threats including phishing attacks. You must timely install and implement all software and technical updates, upgrades, releases, and patches from NCR Voyix, Suppliers, and your third party suppliers. A properly configured and hardened firewall, consistent with industry standards including PCI Requirements, if applicable, is required to use the Products using a persistent connection to the public Internet or any private network where there is a potential for unauthorized access. NCR Voyix disclaims any warranty, express or implied, that the Software or Services or your data will remain malware-free, and does not represent or guarantee that the Products will be free from loss, corruption, attack, viruses, interference, hacking or other security intrusion. You waive and agree not to assert any claims hereunder against NCR Voyix for any costs, losses, or damages to the extent arising from your failure to have or maintain a secure system or otherwise to comply with this Agreement, or to the extent arising as a result of a failure or breach of your security for your systems or data, or as a result of any unauthorized access to your systems. In the event of a security breach of your systems, you agree to promptly (a) notify NCR Voyix of such breach, (b) provide NCR Voyix with copies of any forensic reports related to such breach, and (c) authorize any investigating entities to disclose all relevant information regarding their investigations, including investigations in progress, of such breach to NCR Voyix.

11.7 You will: (a) not disclose Personal Data to NCR Voyix other than that which is reasonably required for NCR Voyix to provide access to the Products, and then only during the time period reasonably required; (b) have in place appropriate privacy and security safeguards to prevent the unauthorized use and disclosure of Personal Data; (c) not transmit any data, including Customer Content, to NCR Voyix for processing for a purpose that does not comply with applicable law or regulations; and (d) provide reasonable cooperation to facilitate the parties' compliance with applicable law and regulation. You will notify NCR Voyix in writing of any limitations or restrictions on the permitted use or disclosure of Personal Data; or any changes in, or revocation of, permission by a Data Subject to use or disclose Personal Data.

11.8 You will provide timely notification of any issues that arise in connection with the Software or Cloud Services and make all reasonable efforts to assist NCR Voyix in identifying, isolating, and replacing issues found in the System.

11.9 You agree that neither you nor your representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures of NCR Voyix relating to the Software, Equipment, or Cloud Service. Any such attempts may, among other things, cause failure of, or disruption to,

the Software, Equipment, or Cloud Service or result in a security breach. NCR Voyix is not responsible for acts or omissions of you or your representatives that result in failure of or disruption to the Software, Equipment, or Cloud Service, and you shall bear all consequences resulting therefrom.

11.10 You acknowledge that NCR Voyix does not control the transfer of data over telecommunications facilities and that use of or a connection to the Internet is inherently insecure and provides opportunity for unauthorized access by third parties to data and to NCR Voyix and your computer systems. INFORMATION TRANSMITTED AND RECEIVED THROUGH THE INTERNET CANNOT BE EXPECTED TO REMAIN CONFIDENTIAL, AND NCR VOYIX DOES NOT GUARANTEE THE PRIVACY, SECURITY, ACCESSIBILITY, AUTHENTICITY AND NON-CORRUPTION OF THE PUBLIC INTERNET OR ANY INFORMATION SO TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

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

12. Warranties.

12.1 NCR Voyix warrants that: (a) Software and Services (other than Professional Services) will materially conform to its Product Documentation; and (b) Professional Services will materially conform to the description set forth in the Professional Services Exhibit or statement of work (as applicable) and will be performed in a professional manner by trained and experienced personnel.

12.2 Warranties commence for: (a) on-premise Software, upon delivery of the first copy and continue for 30 days; (b) Cloud Services, when made available to you and continue for the Term of the applicable Order; (c) Products and Services provided as part of a Subscription Service (except Cloud Services), when made available to you and continue for 30 days; and (d) Services, other than Subscription Services, upon performance, and continue for 30 days (each, a “**Warranty Period**”).

12.3 NCR Voyix warrants on behalf of Supplier that Purchased Equipment will materially conform to its Documentation and that Purchased Equipment will be free from material defects in workmanship upon delivery and continue for 90 days (“**Equipment Warranty Period**”). When NCR Voyix is acting as a sales agent on behalf of its Supplier as designated in the applicable Order, Supplier is responsible for all warranty, maintenance and support obligations of the Purchased Equipment and can be contacted at the email address set forth in the applicable Order, unless you have purchased maintenance and Support Services from NCR Voyix for the Purchased Equipment, in such case, you will contact NCR Voyix for all warranty, maintenance and support obligations of the Purchased Equipment as set forth in this Section 12.

12.4 Except with respect to Purchased Equipment as set forth in Section 12.3, if an NCR Voyix Product does not materially conform to its applicable warranty in Section 12.1 and you give NCR Voyix notice of the nonconformity during the Warranty Period and within 30 days of the occurrence of the nonconformity, NCR Voyix will at its discretion correct, repair, or replace the Product, or if applicable re-perform the Service, at no charge to you. If NCR Voyix is unable to do so within a reasonable time, you may as your sole remedy (a) for Products provided as part of a Subscription Service, terminate your Subscription Service by giving written notice to NCR Voyix within 60 days after delivery of notice of the nonconformity, and NCR Voyix will cease providing access to the Products within 30 days after receiving your written notice; or (b) for Products not provided as part of a Subscription Service, request a refund in writing within 30 days after your initial notice, and NCR Voyix will refund the purchase price. NCR Voyix may require return of nonconforming Products prior to issuing a refund. Upon termination, you will pay NCR Voyix for all Services actually provided through the effective date of termination, and NCR Voyix will refund any prepaid amount for non-conforming Service, which for any Cloud Service will be pro-rated based on the period of time remaining in Term of the applicable Order.

12.5 The above warranties run solely to you, and you may not extend the warranties to any other party. NCR Voyix is not responsible for, and the above warranties do not include, any issues relating to: those items listed as your responsibilities in Section 13, factors outside of NCR Voyix's reasonable control that may impact availability of the Services, hardware or software not provided by NCR Voyix, problems with any related services or equipment within your facilities or systems, misuse of the Products, or using the Products other than in accordance with NCR Voyix's direction. Use of any Product with non-NCR Voyix hardware or software that is not authorized for use with such Product by NCR Voyix may void the warranty. NCR Voyix will have no liability for any delay or inability to retrieve, process, or deliver Customer Content caused by such factors.

12.6 Upon expiration of the Warranty Period or Equipment Warranty Period, as applicable, Products provided as part of a Subscription Service will be subject to the Support Services outlined in Section 7 (Support) or an applicable addendum.

12.7 NCR Voyix uses commercially available tools to prevent the introduction and detect the existence of viruses prior to distributing Software; however, NCR Voyix cannot guarantee that any Product is free of viruses or other defects. If you discover a virus in Software and notify NCR Voyix during its Warranty Period, then NCR Voyix will use commercially reasonable efforts to correct or replace such Software. As used in this Section, a "virus" is any harmful or hidden program intended to unlawfully destroy or impair a computing environment.

12.8 THESE ARE THE SOLE AND EXCLUSIVE WARRANTIES AND WARRANTY REMEDIES MADE BY NCR VOYIX. THERE ARE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR 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. All warranties are subject to your performance of all your responsibilities under this Agreement including under Section 13 (Your Responsibilities) or an Addenda and your timely payment of all fees due to NCR Voyix for the applicable Product.

13. **Your Responsibilities.** 13.1 NCR Voyix is not responsible for, and NCR Voyix's warranties provided in Section 12 (Warranties) do not include:

13.1.1 Providing and maintaining your operating environment in conformity with published specifications, interface requirements, and Documentation.

13.1.2 Operating, implementing, tuning, field-testing, or backing-up Products, Customer Content, or systems, unless otherwise expressly agreed in an Order or as part of the Services.

13.1.3 Damage to Products or property not caused by NCR Voyix, including but not limited to damage resulting from negligence, abuse, misuse, vandalism, unauthorized repair or modification, improper handling, improper storage, fire, water, acts of God, terrorism, catastrophic events, or acts or omissions of others.

13.1.4 Obtaining necessary licenses, permits, or consents to possess, install, or use Products; complying with any governmental mandates and other applicable laws or regulations affecting or governing your use of the Products or Customer Content; paying any associated fees, taxes, or other costs regarding your use of Products or data; export of Products or data to locations outside of the United States; or, to the extent permitted by law, disposal of Equipment or of the items replaced by Equipment. If a license, permit, or other authorization is required to install or service Products because of their application or environment (for example, use of unsupported third party software, or location in a security zone), NCR Voyix may decline to install or support that Product if obtaining the necessary authorization would in NCR Voyix's opinion constitute an unwarranted burden or result in additional obligations or expenses for NCR Voyix beyond the scope of the Agreement or applicable Order.

13.2 You have obtained and will maintain applicable authorizations from your customers, licensors, and third parties sufficient to permit NCR Voyix to provide the Services, including use of any content or data or any software you may provide to NCR Voyix that may be required by NCR Voyix to fulfill its obligations without violating any applicable law or regulation or rights of third parties.

13.3 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.

13.4 You may not sell, pledge, transfer, assign, sublease, or sublicense any of the Software, Subscribed Equipment, or other items subscribed to from NCR Voyix, and you agree at all times hereafter to keep the Software, Subscribed Equipment, and other items subscribed from NCR Voyix free of all security interests, liens, encumbrances, mortgages and claims whatsoever, and you agree that neither you nor anyone at your direction shall file a financing statement, mortgage, notice of lien, deed of trust, security agreement or any other agreement or instrument creating or giving notice of an encumbrance or charge against the Software, and other items subscribed to from NCR Voyix.

13.5 If a license, permit, or other authorization is required to install or service Products because of their application or environment (for example, use of unsupported third party software, or location in a security zone), NCR Voyix may decline to install or support that Product if obtaining the necessary authorization would in NCR Voyix's opinion constitute an unwarranted burden or result in additional obligations or expenses for NCR Voyix beyond the scope of the Agreement or applicable Order.

13.6 In addition to the foregoing, you shall be solely responsible for the following: (a) selection of the Products to achieve your intended results; (b) evaluation of the Products relating to your specific business requirements and technical environment; (c) the results obtained from use and operation of the Products; (d) adherence to any applicable electronic payment processing standards or requirements related to your operations; (e) all data entry and loading; and (f) providing adequate training on the use and operation of the Products to your employees and maintaining adequate supervision of such employees. 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 Voyix shall have no liability in connection with such settings or configurations. You acknowledge that NCR Voyix does not provide legal, tax or accounting advice.

14. **Third Party Claims.**

14.1 This Section 14 applies to the following third-party claims (“**Third Party Claims**”):

14.1.1 an “**IP Claim**”, which means a claim brought against you by a third party to the extent the claim alleges that your use of a Product infringes or misappropriates an intellectual property right (such as a patent, copyright, or trade secret right) of the third party (wherein, with respect to an IP Claim, you are the “**Defended Party**”, and NCR Voyix is the “**Defending Party**”); and

14.1.2 an “**NCR Voyix Indemnity Claim**”, which means a claim brought against NCR Voyix or any of its Affiliates by a third party to the extent the claim is based on or arises out of any Customer Content or any documentation or other materials provided by or for you under or in connection with this Agreement, or a breach of (including your failure to perform any of your obligations under) any of Sections 5.5, 10.4, 11.6, or 11.7 (wherein, with respect to an NCR Voyix Indemnity Claim, NCR Voyix is the “**Defended Party**”, and you are the “**Defending Party**”).

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

14.3 The Defending Party’s obligations with respect to a Third Party Claim are subject to the Defended Party: (a) 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; (b) providing the Defending Party written notice of the Third Party Claim (“**Claim Notice**”); (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, and documentation and other materials, and making employees available); and (d) complying with all court orders. A Claim Notice shall be provided by the Defended Party promptly upon the Third Party Claim having been threatened or brought, whichever is sooner. If a delay in the Defended Party 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, agreed to (including in conjunction with any settlement), 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.

14.4 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), any information, or any documentation or other materials provided by the Defended Party; (c) modification of the Product other than by the Defending Party or a contractor of the Defending Party doing so on behalf of and for the Defending Party at the Defending Party’s request; (d) use of the Product other than as permitted by or in violation of this Agreement; (e) use of other than the latest version of the Product made available or

provided by the Defending Party to the Defended Party; or (f) 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.

14.5 If an intellectual property infringement or misappropriation allegation is brought or threatened with respect to a Product or its use (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 with respect to 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) 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 (and all copies thereof, including documentation and other materials, if any), to NCR Voyix, or at NCR Voyix's written request you will destroy or dispose of the Product (and all copies thereof, including documentation and other materials, if any), with written confirmation to NCR Voyix by an authorized representative of you that such destruction or disposal has occurred.

14.6 In addition to the other indemnities set forth elsewhere in the Agreement, you will defend, indemnify and hold NCR Voyix, its officers, directors, employees, shareholders, agents and representatives harmless against any and all claims, losses, costs, fines, fees, liabilities or obligations made by third parties relating to: (a) the operation of your business and the conduct of your other activities; and (b) your violation of any applicable international, federal, state or local law, regulation or ordinance, in connection with your use of the Provided Items.

14.7 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION 14 SETS FORTH EACH PARTY'S ENTIRE OBLIGATIONS, AND ITS EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION (INCLUDING ANY IP CLAIM) AND ANY NCR VOYIX INDEMNITY CLAIMS.

15. **Liability Limitations.**

15.1 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 UNDER THIS AGREEMENT OR ANY ORDER); 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 15, 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.

15.2 EXCEPT WITH RESPECT TO AN IP CLAIM FOR WHICH SECTION 15.3 WILL APPLY, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY AMOUNT GREATER THAN THE TOTAL PURCHASE PRICE, FEES, AND CHARGES IN THE PRODUCT ORDER(S) AT ISSUE PAID UNDER THIS AGREEMENT BY YOU TO NCR VOYIX, OR IF THE PRODUCT IS PROVIDED ON A SUBSCRIPTION OR OTHER RECURRING FEE BASIS, ANY AMOUNT

GREATER THAN THE TOTAL FEES PAID UNDER THIS AGREEMENT BY YOU TO NCR VOYIX FOR THE PRODUCT GIVING RISE TO THE LIABILITY DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH SUCH LIABILITY AROSE. THIS SECTION WILL NOT LIMIT YOUR OBLIGATION TO PAY ANY AMOUNT OWED TO NCR VOYIX AS SET FORTH IN AN ORDER FOR A PRODUCT OR FOR DAMAGE TO OR LOSS OF SUBSCRIBED EQUIPMENT.

15.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NCR VOYIX'S TOTAL AGGREGATE LIABILITY WITH RESPECT TO ALL IP CLAIMS ASSOCIATED WITH ANY PRODUCT GIVING RISE TO ANY SUCH IP CLAIM WILL NOT EXCEED THE TOTAL FEES PAID UNDER THIS AGREEMENT BY YOU TO NCR VOYIX FOR SUCH PRODUCT DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST SUCH IP CLAIM IS BROUGHT.

15.4 SECTIONS 15.1 AND 15.2 WILL NOT LIMIT YOUR LIABILITY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF NCR VOYIX OR ANY OF NCR VOYIX'S AFFILIATES.

15.5 NCR VOYIX WILL NOT BE HELD RESPONSIBLE FOR MISUSE, NEGLIGENCE, OR INCORRECT OPERATION OF THE PRODUCTS, USE OF THE PRODUCTS BY UNTRAINED PERSONNEL OR IMPROPER ENTRY OF DATA IN CONNECTION WITH THE PRODUCTS. CUSTOMER UNDERSTANDS THAT THE USE OF ANY PRODUCTS OUTSIDE THE MANUFACTURER'S RECOMMENDED SPECIFICATIONS MAY SERIOUSLY AFFECT THE PERFORMANCE OF THE PRODUCTS. NCR VOYIX SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR CONDITIONS BEYOND NCR VOYIX'S CONTROL THAT MAY AFFECT THE PERFORMANCE, CONDITION, OR ACCESSIBILITY OF ANY PRODUCT, SOFTWARE, OR EQUIPMENT OR 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.

15.6 EACH CLAUSE AND PHRASE OF THIS SECTION 15 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.

16. Confidentiality.

16.1 "**Confidential Information**" is information and materials first disclosed by or on behalf of one party ("**Disclosing Party**") to or on behalf of the other party ("**Receiving Party**") under and related to this Agreement (including the Products). Business plans, pricing information, software in human-readable form, Documentation, Diagnostic Tools, and any other information or materials that, by its nature or on its face, should reasonably 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.

16.2 Confidential Information does not include information or materials that: (a) was lawfully possessed or known by the Receiving Party without any confidentiality obligations prior to receipt under this Agreement; (b) is or becomes publicly available through no act or omission of the Receiving Party; (c) is furnished to the Receiving Party by a third party where the Receiving Party does not know and reasonably does not believe it to be subject to use or disclosure restrictions; or (d) is independently developed by or for the Receiving Party without breach of this Agreement.

16.3 Notwithstanding the termination or expiration of this Agreement, and upon the Disclosing Party's written request, the Receiving Party will promptly return or destroy all Confidential Information and copies thereof, except for such Confidential Information as may be retained by the Receiving Party in accordance with its standard operations, provided that such copies are retained subject to the obligations of this Agreement and applicable law.

16.4 Each party will use reasonable efforts to prevent the disclosure of Confidential Information to third parties, but may disclose Confidential Information to the extent required by law, provided that the party required to disclose Confidential Information (a) to the extent permitted under the circumstances, has first given the Disclosing Party advance written notice and an opportunity to protect such Confidential Information by protective order or other means; and (b) discloses only that portion which it is legally required to disclose. You acknowledge that your Confidential Information may be subject to regulation and examination by auditors and governmental authorities. You agree that NCR Voyix has the right, without liability to you, to disclose any data and/or information as NCR Voyix believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement or applicable law (including but not limited to a third-party claim that your use of the Products is unlawful and/or infringes or misappropriates any such third party rights). Confidentiality obligations under this Agreement with respect to trade secrets, including source code, will continue for so long as they are maintained as a trade secret by the Disclosing Party. Otherwise, confidentiality obligations under this Agreement will end three years from the date of first disclosure. If the parties have previously entered into agreements concerning disclosure of Confidential Information in connection with the Products, this Agreement will supersede them. Protection of Personal Data is set forth in Section 11 and is not subject to this Section 16.

16.5 Either party may disclose Confidential Information to those of its and its Affiliates' employees, contractors, consultants, accountants, lawyers, and other professional advisors ("**Disclosees**") who have a need to know it for such party to exercise their rights or fulfill their obligations under this Agreement provided that each Disclosee has a written obligation to maintain the confidentiality thereof, or in the case of legal counsel, is subject to a professional duty of confidentiality.. The party providing such Confidential Information to a Disclosee shall be responsible for any violation of the terms of this Agreement by such Disclosee.

16.6 Either party may disclose that NCR Voyix is your vendor and that you are an NCR Voyix customer, as well as the general category of Products you have purchased from NCR Voyix under this Agreement or any Order. Except as otherwise set forth above or as required by law, the parties will keep all other terms, including pricing details, confidential.

16.7 Each party agrees that a breach of the terms in this Section 16 may give rise to an irreparable injury that would not be adequately compensated for by monetary damages. Furthermore, breaches of any term of this Agreement relating to the use or protection of NCR Voyix intellectual property or Confidential Information will cause NCR Voyix or its licensors irreparable harm. The parties agree that in the event of such breaches NCR Voyix will be entitled to immediate injunctive relief without the necessity of posting any security or bond, together with all other remedies available at law or in equity.

17. **Governing Law; Disputes.**

17.1 New York law governs this Agreement and any Orders under it, without regards to its laws regarding conflicts of laws. The Federal Arbitration Act will govern all issues of arbitrability. Neither party may bring a claim more than two years after the underlying cause of action first accrues.

17.2 Each party agrees to give the other prompt written notice of any claim, controversy, or dispute

arising under or related to this Agreement, an Order or the Products, and both parties agree to engage in good faith discussions to resolve the matter. If good faith discussions between the parties fails to resolve the matter promptly, then, 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 JAMS Comprehensive Arbitration Rules & Procedures. 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. This Section, 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 the authority to award direct damages inconsistent with the limitations and exclusions set forth in this Agreement. In order to facilitate the resolution of controversies or claims between the parties, the parties will keep such controversies or claims confidential, including details regarding negotiations, mediation, arbitration, and settlement terms.

17.3 Each party will bear its own attorneys' fees and other costs associated with the negotiation, mediation, and arbitration provided for by this Section 17. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorneys' fees that are reasonably incurred by the other party.

18. **Notices.** All notices made under this Agreement or Orders will be in writing and will be deemed made on first receipt. NCR Voyix will send notices to you at the address on the face of this Agreement, and you will send notices to NCR Voyix at its local address through which it handles your account (for example, your local NCR Voyix account representative) or any other address NCR Voyix designates in writing, with an additional copy to: General Counsel/Notices, NCR Voyix Corporation, 864 Spring St. NW, Atlanta, GA 30308-1007 and via email to: law.notices@ncrvoyix.com. Either party may change or supplement its notice address by written notice.

19. **Ownership.**

19.1 Except as expressly granted in this Agreement, NCR Voyix and its Affiliates: (a) reserve all of their rights, title and interest in and to any of the Provided Items or any portion thereof; and (b) provide no license or rights of any kind regarding or relating to any of the Provided Items or any portion thereof (including by implication or estoppel), including any right to (i) make, use, offer for sale or license, sell or license, import, export, or otherwise dispose of or exploit any of the Provided Items or any portion thereof, or (ii) reproduce (including copy), distribute, perform, display, publish, transfer, modify, improve, enhance, translate, or adapt, or make or create any derivatives (including any derivative works) of, to, or based on, any of the Provided Items or any portions thereof. You will not disassemble, decompile (or otherwise derive a source code equivalent), or reverse engineer any of the Provided Items or any portion thereof. You acknowledge that all Products provided under this Agreement are subject to the Services arrangement contemplated by this Agreement. The Products may not be used for commercial timesharing, service bureau, or other rental or sharing arrangements. NCR Voyix reserves all rights not expressly granted herein.

19.2 All intellectual property rights in and to the Provided Items and any other information and materials used or provided by NCR Voyix under this Agreement, including in and to provide the Products, and all versions, releases, revisions, corrections, modifications, improvements, enhancements, extensions, or

derivatives (including derivative works) thereof, thereto, or based thereon, whether made by you or otherwise, are and will remain, or will be, owned by NCR Voyix, its Affiliates, or its licensors. You will use all reasonable efforts to prevent any unauthorized access to or use of, or other exploitation of the Provided Items, and you will promptly notify NCR Voyix if any such unauthorized access, use, or other exploitation occurs. Without limiting the generality of the foregoing, the Provided Items are NCR Voyix's, its Affiliates' or its licensors' copyrighted and confidential works.

19.3 You may choose, or NCR Voyix may invite you, to provide input, comments, suggestions, recommendations, proposals or other feedback related to the Products or any of the other Provided Items ("**Feedback**"). NCR Voyix shall have the right to use (including the right to make any corrections, modifications, improvements, enhancements, extensions, or derivatives (including derivative works) of, to, or based on) any Feedback for any purpose without restriction, including without providing attribution or compensation to you or any third party. Any Feedback you provide shall be deemed to have been given entirely voluntarily.

19.4 This Agreement applies only to, and all licenses and rights are limited to only, the United States. All Products will be deemed to have been performed or provided in the United States, regardless of where the end-user of the Products is located. If you or your customers are located outside the United States, you will take all actions necessary to comply with applicable laws and regulations of all relevant countries, including Privacy Laws, and export and import laws.

20. General Terms.

20.1 Other than for non-payment of monies payable hereunder, neither party will be liable for any default or delay in the performance of its obligations hereunder if and to the extent that such default or delay arises out of causes beyond its reasonable control, including default or delays of the other party, acts of God, acts of war, acts of governmental authority, acts of public enemy, pandemics, insurrection, earthquakes, fires, cable cuts, floods, terrorism, attacks on or through the Internet, and riots (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, each party shall be excused from further performance or observance of the obligation(s) affected so long as such circumstances caused by the Force Majeure Event prevail and the parties use their reasonable efforts to promptly recommence performance or observance of said obligation(s). The party claiming excuse by Force Majeure so affected in its performance will promptly notify the other by telephone or other reasonable methods (to be confirmed in writing within five days of the inception of the Force Majeure Event) and describe at a reasonable level of detail the circumstances causing such delay.

20.2 Neither party may assign this Agreement or its rights or obligations under it without the express prior written consent of the other party. Notwithstanding the foregoing, NCR Voyix may use Affiliates, contractors, resellers, or suppliers to act on its behalf (but doing so will not alter NCR Voyix's obligations to you) and may assign this Agreement and obligations to an Affiliate, or to an assignee, transferee or successor upon NCR Voyix's entry into a merger, consolidation, acquisition, sale of assets transaction, or restructuring. Your transfer of more than 50% of your voting stock, assets, or other ownership interest shall be deemed an assignment for the purposes of this Section and shall require the prior written consent of NCR Voyix. NCR Voyix reserves the right to charge its then prevailing transfer fees for any assignment that NCR Voyix may consent to hereunder.

20.3 NCR Voyix reserves the right to modify this Agreement at any time. If NCR Voyix makes any modifications it will provide notice to Customer of such modifications, which notice may be given by any of the following means: (a) by the posting of a notice on a prominent screen or area within the Hosted NCR Voyix Software; (b) by e-mail to the e-mail address that Customer has provided NCR Voyix; (c) by regular mail to the mailing address that Customer has provided to NCR Voyix; or (d) by any other electronic or

non-electronic means that NCR Voyix believes is reasonably likely to reach Customer. Unless Customer thereafter provides notice to NCR Voyix that Customer elects to terminate the Agreement within 30 days from the date of such notice to Customer, such modifications shall thereafter be effective under this Agreement.

20.4 No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of such right or any other rights hereunder. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

20.5 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. NCR Voyix may audit your compliance with this Agreement at any time and upon reasonable notice.

20.6 Each party, at its own expense, will maintain at least statutory minimum workers' compensation coverage regarding its employees; and General Liability insurance coverage of not less than one million dollars per occurrence.

20.7 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.

20.8 This Agreement, the Order, and any exhibits, schedules, and other applicable NCR Voyix agreements referencing this Agreement and expressly made a part hereof is the entire agreement and understanding between the parties concerning the Products, and such documents will govern your use of the Products and supersede all prior agreements, representations, communications, and understandings between the Parties concerning the Products, all of which are merged herein. NCR Voyix reserves the right to update and modify the Products provided under this Agreement at any time. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, permitted transferees, successors, and assigns as permitted by this Agreement. If there is a conflict of terms, the order of precedence will be the Order, exhibits, riders, or addenda, this Agreement, and the Documentation, in that order. Customer acknowledges that it has read this Agreement, understands this Agreement, and agrees to be bound by its terms and conditions. This Agreement may be executed by digital or electronic signature, and any such digital or electronic signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such digital or electronic signature were an original signature.

20.9 Any terms intended by the parties to survive termination or expiration of this Agreement or of an Order, whether expressly or by their nature and context, will survive termination or expiration.

IN WITNESS WHEREOF, you hereby execute this Agreement as of the Effective Date: [REDACTED], 20[REDACTED].

you: []

By: _____

Name: _____

Title: _____

SCHEDULES TO MASTER AGREEMENT FOR RESTAURANTS

Schedule 1 Additional Terms and Conditions

Electronic Communication Services

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.

Fraud Detection

Certain Cloud 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 Cloud 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.

Network and Security Services

Unless otherwise specified in these Terms and Conditions, in Documentation provided by NCR Voyix with respect to the applicable Cloud Services, 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 the Customer POS System Network, and that services for any other networks other than the Customer POS System Network are outside the scope of this Network and Security Services Section 1 of this Exhibit A. As used herein, the term "Node" means a compatible Windows-based system and the term "Customer POS System Network" means the point-of-sale software and hardware you use at a Customer Location to process cardholder data.

1. NCR Voyix's Responsibilities.

1.1. If the Network and Security Services option known as "Secure Access" (or its successor product) is selected by 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 you authorized third parties reasonable access to a designated Node within the Customer 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 Customer POS System Network. You acknowledge that message and data rates may apply, such charges include those from your mobile carrier or communication services provider.

1.2. 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 Customer POS System Network. This solution will be installed on every Node within the Customer 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.

Subscriptions to either of the Network and Security Services, i.e. Secure Access and Threat Defender (or Threat Defender and Aloha Command Center in lieu of Secure Access), include participation by you as a covered you 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") set forth as the Breach Assistance Program for Hosted Solutions and accessible at the following weblink: [65c3958a95e9cae2e0160803_NCR_BreachAssistanceProgram.pdf](https://65c3958a95e9cae2e0160803.NCR.BreachAssistanceProgram.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 shall also be

required to: (i) first submit to NCR Voyix valid and correct you Identification Numbers (“MIDs”) for the Customer Locations then currently subscribing to either of the Network and Security Services to be covered under the Program portal or other means designated by NCR Voyix from time to time; (ii) provide updates to NCR Voyix of any you MIDs if they change for any reason by the same means as under subitem (a) and (c) adhere to the Additional Program Terms. Proper submission of valid and correct your MIDs and your being in good standing with fee payments to NCR Voyix and compliance with applicable terms and conditions for Network and Security Services shall be a condition to any coverage for you under the Program.

1.3. 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 Customer POS System Network that you selects provided such Node is compatible with the Patch Management Service. Such managed security update services will include those services that are described in the Documentation for the Patch Management Service.

1.4. If the Network and Security Services option known as “Antivirus Service” (or its successor product) is selected by 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 Customer 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.

1.5. 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 Customer Location using a persistent connection to the public internet or any private network where there is a potential for unauthorized access. This requirement is your responsibility.

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 the Customer 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 its networks, including the Customer 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 Customer POS System Network unless approved by NCR Voyix.

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

Voyix Connect

1. **Voyix Connect.** Voyix Connect Services are provided only for your own internal business purposes to service your end-user customers and clients. You will not sell or otherwise provide, directly or indirectly, any of the Voyix Connect Services to any third party. Voyix Connect enables you to route electronic payment transactions via credit, debit and similar accounts which you accept from your customers (“Transactions”) to Voyix Pay or, if approved by NCR Voyix in writing (and for an additional fee), a third-party processor (“Third-Party

Processor), (collectively with Voyix Pay referred to herein as “Processor”) and obtain reports based on Transaction activity. NCR Voyix may amend at its approved Third-Party Processors at any time in its sole discretion. If you desire to increase the number of sites allowed to access NCR Voyix’s data center, you will submit a written change order to NCR Voyix. The change will be effective upon NCR Voyix’s acceptance, and the applicable subscription fees and other fees will be appropriately modified.

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

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

NCR Voyix may update Voyix Connect at any time for performance, usability, security, or other reasons. Where circumstances reasonably permit, NCR Voyix will provide you prior written notice of changes that it deems likely to require substantial action on your part. At NCR Voyix’s request, you will provide reasonable access to your systems and personnel as required to implement changes. New Voyix Connect releases may change user interfaces,

features, procedures, configuration, and user documentation; utilizing them may require you to upgrade or modify your hardware at your own cost.

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

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

Customer Data will remain your property. Except as otherwise provided in this Agreement, NCR Voyix will not disclose Customer Data to any third party without your consent, but you acknowledge that Customer Data and your confidential information may be subject to regulation and examination by auditors and regulatory agencies, and NCR Voyix may disclose it to them upon their request. NCR Voyix may retain, disclose, and use Customer Data in an anonymized or aggregated form which has had all Personal Data removed for statistical purposes and functionality evaluations related to the performances of the Voyix Connect Services. You are responsible for the content of the Customer Data and for your compliance with any

Privacy Laws, regulations, or other legal duties applicable to your possession, transmission, processing, or use of Customer Data, including providing appropriate notifications and communications to Data Subjects and managing any complaints from Data Subjects.

4. Your Responsibilities.

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

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

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

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

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

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

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

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

b. NCR Voyix is not obligated to enable Transactions with any Third-Party Processor. Any such enablement is subject to NCR Voyix’s prior written approval and your payment of any applicable enablement fees.

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

4.3 NCR Voyix will make commercially reasonable efforts to maintain ongoing compatibility between Voyix Connect and approved Third-Party Processors. Such efforts may require maintenance and, from time to time, upgrades or updates of your systems at your cost.

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

4.5 You acknowledge that NCR Voyix does not control the transfer of data over telecommunications facilities and that the internet is inherently insecure and provides opportunity for unauthorized access by third parties. Your connection to NCR Voyix’s data center will be via a firewall or separate dedicated virtual private network solution. You are responsible for maintaining the security of your own systems, servers, and communications links, and for providing secure access to those systems and information, including Personal Information that NCR Voyix requires to provide Voyix Connect Services to you. “Personal Information” means information relating to an identified or identifiable natural person to the extent treated as such under applicable law. NCR Voyix will use its best efforts to prevent the disclosure of Personal Information to third parties and its employees who do not have a need to know, but may disclose Personal Information to the extent compelled by process of law. You will: (a) not disclose Personal Information to NCR Voyix other than that which is reasonably required for NCR Voyix to carry out the Voyix Connect Services, and

then only during the time period reasonably required; (b) have in place appropriate privacy and security safeguards to prevent the unauthorized use and disclosure of Personal Information; (c) guard against misuse of any password whether or not provided by NCR Voyix, and change any password upon NCR Voyix's direction; (d) not transmit any data, including Customer Data, to NCR Voyix for processing for a purpose that does not comply with applicable law or regulations; and (e) provide reasonable cooperation to facilitate the parties' compliance with applicable law and regulation. To the extent they may affect NCR Voyix's use or disclosure of Personal Information, you will notify NCR Voyix in writing of any limitations or restrictions on the permitted use or disclosure of Personal Information; or any changes in, or revocation of, permission by a data subject to use or disclose Personal Information. You will at your expense defend NCR Voyix against any Data Claim, and will also pay the damages, costs and attorney's fees that are awarded against NCR Voyix in a final, non-appealable court judgment for the Data Claim, or required to be paid by NCR Voyix or on its behalf in a settlement of the Data Claim that you have agreed to in writing. "Data Claim" means a third-party claim brought against NCR Voyix to the extent the claim is based on or arising out of a breach of your responsibilities under this Section. You will advise NCR Voyix if you become aware of any legal requirement in any relevant country with respect to your use of Voyix Connect, including but not limited to, requirements related to privacy or data security or restrictions on the use of Customer Data. NCR Voyix will use reasonable efforts to meet such requirements, but if doing so materially increases NCR Voyix's costs or resource requirements, NCR Voyix reserves the right to adjust Service charges accordingly.

NCR Voyix has implemented reasonable and appropriate security policies and procedures designed to protect the security of Personal Information in NCR Voyix's possession from unauthorized access, use, storage, and disposal. Such policies and procedures include: (a) maintaining an appropriate level of physical security controls over its data center including, but not limited to, appropriate alarm systems, fire suppression, and access controls (including off-hour controls); (b) periodically testing its systems for security breach vulnerabilities; (c) using commercially reasonable efforts to protect its systems from unauthorized access, including the use of firewall and, where

appropriate, data encryption technologies; and (d) maintaining safety and physical security procedures with respect to its access and maintenance of Personal Information which are materially consistent with generally accepted industry practice. Notwithstanding the foregoing, you acknowledge that NCR Voyix cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Personal Information for improper purposes.

PCI ATTACHMENT FOR PAYMENT OFFERS

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

1. Definitions.

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

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

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

2. Security. NCR Voyix has implemented physical, technical, and organizational measures designed to secure Cardholder Data from unauthorized access, use, alteration, or disclosure. NCR Voyix will: (a) maintain an appropriate level of physical security controls over the NCR Voyix-Controlled Environment including, but not limited to, appropriate alarm systems, fire suppression, and access controls; (b) periodically test its systems for security breach vulnerabilities; (c) use commercially reasonable efforts to protect its systems from unauthorized access, including the use of firewall and data encryption technologies as applicable; and (d) maintain safety and physical security procedures with respect to its access and maintenance of Cardholder Data which are materially consistent with general industry practice. As part of its security program, NCR Voyix provides ongoing information security awareness communications for NCR Voyix IT employees, including security awareness training

courses, and corporate ethics and compliance training with annual certification requirements.

3. **Your Responsibilities.** You will not request that NCR Voyix use or disclose Cardholder Data in any

manner that would not be permissible under Privacy Law. You are responsible for your compliance with Privacy Laws, including any requirements to provide your customers or employees with notice, choice, consent and access or correction to Cardholder Data.

Schedule 2

Equipment Maintenance

This Schedule 2 sets forth certain additional terms and conditions applicable to the Equipment.

1. EQUIPMENT MAINTENANCE SERVICES.

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

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

2. EQUIPMENT MAINTENANCE POLICIES, PROCEDURES AND LIMITATIONS.

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

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

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

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

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

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

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

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

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

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

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

Schedule 3

NCR Voyix Services Level Agreement

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

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

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

3. The Availability Rate is determined by: (a) dividing the total number of valid System Downtime 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 System Downtime minutes per day for a given Hosted Service is determined by the number of outage minutes reported at <https://status.ncr.com> for that Hosted Service, or the number of minutes where that Hosted Service is not available as documented in your logs or NCR Voyix’s logs, whichever is lower.

4. The service levels and remedies pertain to the NCR Voyix-controlled environment. System Downtime due to other conditions or caused by factors outside of NCR Voyix’s control will not be included in the calculation of System Downtime. Further, the following are expressly excluded from the calculation of System Downtime: (a) Service unavailability affecting services or application program interfaces that are not used by you; (b) cases where fail-over to another data center is available but not utilized; (c) transient time-outs, required re-tries, or slower-than-normal response; (d) Scheduled Downtime, including maintenance and upgrades; (e) Force Majeure and contingencies as defined in the Agreement; (f) transmission or communications outages outside the NCR Voyix-controlled environment; (g) site-level down-time; (h) outages attributable to services, hardware, or software not provided by NCR Voyix, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services; (i) use of the service in a manner inconsistent with the Documentation for the application program interface or NCR Voyix Product; (j) Downtime or outages resulting from third party cloud hosting service providers not attributable to any action or inaction by NCR Voyix; (k) 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; (l) issues related to third party domain name system (DNS) errors or failures; (m) any outage of the Hosted Services resulting from your violation of this Agreement, or (n) suspension of the Services in accordance with the terms of this Agreement.

5. Definitions:

(a) “**Extreme Service Interruption Event**” means an event outside the reasonable control of NCR Voyix or its subcontractors or agents that causes a System outage of significant enough nature to trigger NCR Voyix’s disaster recovery plan. Events of this type include, but are not limited to, acts of government agency, war, riot, civil unrest, work stoppages, strikes, flood, extreme weather, fire or other natural calamity or other Force Majeure Event. If such an event occurs, NCR Voyix will use commercially reasonable efforts to restore service according to NCR Voyix’s disaster recovery plan.

(b) “**Scheduled Downtime**” means any System downtime occurring within a planned System maintenance window as communicated to you. NCR Voyix will provide you with reasonable prior notice of any Scheduled Downtime via e-mail or NCR Voyix’s Hosting Web Site.

(c) “**System Availability Monitoring Mechanism**” means the mechanism for measuring and monitoring occurrences of System Downtime as provided in Schedule 4 (Service Level Agreement).

(d) “**System Downtime**” means any outage of the Cloud Services as measured by the System Availability Monitoring Mechanism, as further described in Schedule 4 (NCR Voyix Service Level Agreement). System Downtime specifically excludes: (a) any Scheduled Downtime; (b) inability to access the System resulting from failure in the internet backbone or networks not directly managed by NCR Voyix or its subcontractors or agents; (c) erroneous System monitoring, in which NCR Voyix establishes that the incorrect reporting of the inability to access the System was due to failure in the monitoring mechanism rather than a failure in the System; (d) an Extreme Service Interruption Event; or (e) any System Downtime caused by you.

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