

STANDARD PURCHASE TERMS AND CONDITIONS

1. **AGREEMENT** NCR Voyix shall be bound by this Purchase Order Agreement (PO) when Supplier executes and returns an amended acknowledgment copy to NCR Voyix. Supplier shall be bound by this PO when Supplier executes and returns the acknowledgment copy, or begins work on the Product or service(s), or ships any of the Product ordered under this PO. This PO, plus an applicable master agreement between the parties and documents referenced herein, if any, shall constitute the entire agreement between Supplier and NCR Voyix with respect to the subject matter of this PO, superseding all other agreements or understandings of the parties. No agreement to modify this PO, nor add or different terms or prior offers by Supplier, shall be binding upon NCR Voyix unless agreed to in a writing signed by NCR Voyix. The invalidity in whole or in part of any other provision hereof shall not affect the validity of any other provision. The term "Product(s)" refers to the deliverables covered by this PO, and therefore may include goods, services, hardware, software, parts, components, supplies, or any combination of these. Estimates or forecasts furnished by NCR Voyix shall not constitute commitments. No failure by either party to insist upon strict compliance by the other party with any of the terms, provisions, or conditions of this PO, in any instance, shall be construed as a waiver or relinquishment by either party of the other party's right to insist upon strict compliance thereafter.
2. **PRICES, CHANGES, CHARGES** Prices are payable by NCR Voyix 45-days after receipt by NCR Voyix of a correct invoice. NCR Voyix shall not be invoiced at a price higher than last charged or quoted by Supplier for the same Product, unless a higher price is authorized in writing by NCR Voyix. No price increases or extra charges, and/or extensions of time, shall be binding upon NCR Voyix unless authorized in writing by NCR Voyix. Any price reduction made by Supplier with respect to the Product ordered, subsequent to the placement of the PO by NCR Voyix, and prior to NCR Voyix's receipt of the Product, shall apply to this PO. Supplier represents that the prices charged under this PO are the lowest prices charged by Supplier to buyers of a class similar to NCR Voyix purchasing in quantities and under circumstances comparable to those specified herein. NCR Voyix reserves the right at any time to make changes to the specifications to which the Products are to conform, in the methods of shipment or packaging, or in the time or place of delivery. No charges will apply against NCR Voyix for taxes, import duties, transportation, packaging, packing, returnable containers, documentation, and media unless otherwise agreed. All sales, use, excise, or similar taxes to be paid by NCR Voyix must be itemized separately hereon and on invoices. Any payment made by NCR Voyix hereunder, including the final payment, shall not prevent NCR Voyix from recovering any amount over-paid or wrongfully paid, however such payments may have arisen including but not limited to those paid to Supplier by mistake of fact or law. NCR Voyix may deduct any amounts payable to Supplier under this clause from any monies in NCR Voyix's possession which are due or which may become due to Supplier or may be recovered as a debt.
3. **TITLE & RISK OF LOSS.** Title, risk of loss and damage will pass from Supplier to NCR Voyix upon delivery by Supplier to NCR Voyix's selected common carrier or, if the carrier is paid by Supplier, when delivered to NCR Voyix's representative at the applicable delivery point in accordance with the terms of this PO. Passing of property shall not prejudice NCR Voyix's right to reject Product as set out herein.
4. **SPECIFICATIONS AND INSPECTIONS** Products will comply with the information and specifications submitted to Supplier by NCR Voyix, including but not limited to markings, labels, warnings, patterns, samples, drawing functionality and operating environment requirements. Products shall at all times be subject to inspection and test by NCR Voyix, and NCR Voyix may reject Products which do not conform to the specifications. If rejected after delivery, rejected Products will be returned to Supplier at Supplier's risk and expense. If services are rejected Supplier will perform such work as necessary to provide the services required. Payment for any Product shall not constitute acceptance thereof, and if any Product is rejected after payment, NCR Voyix shall be entitled to return the same for full refund or, in the case of services, to reject the work and receive restitution. These buyer's remedies are in addition to any remedies available at law. No substitutions of materials or accessories may be made without NCR Voyix's written approval. Shipments must be packaged according to specifications, and otherwise so as to permit efficient handling, provide adequate protection, and comply with requirements of carrier. Damage resulting from improper packaging will be charged to Supplier.
5. **WARRANTY** Supplier warrants for a minimum period of one (1) year (or longer period as offered by Supplier) after date of receipt that the Products furnished hereunder will be in full compliance with all specifications and/or other descriptions and will be new when delivered, merchantable, and of good quality material and workmanship, free from defects. If the Product is software, it shall contain no viruses or harmful code, and if it relies on or generates data that is date dependent, any calculations performed or information provided will be accurate. These warranties shall be in addition to any warranties of broader scope and service warranties and guarantees of Supplier, shall survive inspection, test, acceptance, and payment, and shall run to NCR Voyix, its successors, assigns, and customers. NCR Voyix may, at its option, either return for full refund or credit, or require prompt correction or replacement of defective or nonconforming products, which right shall be in addition to such other rights as NCR Voyix may have in law or equity. Return to Supplier of any defective or nonconforming products shall be made at Supplier's expense and no replacements of defective or nonconforming products shall be made unless specified by NCR Voyix. Products required to be corrected or replaced shall be subject to this warranty and Section 4 above to the same extent as products originally delivered under this Agreement. If applicable, Supplier warrants the Products will meet or exceed the failure rate and/or reliability requirements set forth in the applicable specifications. A failure rate of 2% or higher for any cause or group of causes of NCR Voyix's population or lot of a particular Product shall be deemed an epidemic failure. Claims for non-compliance will be established from NCR Voyix's service records for the Product. In the event of non-compliance, Supplier will (a) correct the cause on all Products to be shipped thereafter and (b) repair or replace all affected Products shipped within the previous 48 months or pay NCR Voyix its costs of remedying the non-compliance. If the Product is for resale, Supplier acknowledges that NCR Voyix may make similar warranties to its resellers or end users in reliance upon the foregoing. Supplier agrees to defend, indemnify, and hold NCR Voyix harmless from and against any demand or claim made by any third party (including but not limited to NCR Voyix's resellers and end users) directly or indirectly alleging a Product's failure to comply with these warranties.
6. **DELIVERY** Supplier will meet the specified delivery or performance date(s) of this PO with the time(s) of delivery being the essence. Any delay will be excused only if (i) such delay is due to strike, fire, windstorm, riot, act of God or public enemy, or other unforeseeable causes beyond the control and without fault or negligence of Supplier and if (ii) Supplier shall have notified NCR Voyix in writing of the existence of such cause within 3-days after the commencement of the delay, giving pertinent information concerning such cause. Unless otherwise provided in this PO, no delivery required hereunder shall be made more than 7-days prior to the applicable delivery date, and NCR Voyix may return earlier deliveries at Supplier's risk and expense, or charge Supplier any additional costs sustained because of the same. If delivery of products is not accomplished at the time or times indicated in this PO, NCR Voyix reserves the right, without liability and in addition to its other rights and remedies, to terminate this PO by notice effective immediately upon receipt by Supplier, and to arrange for completion of performance and/or to purchase substitute products elsewhere and charge Supplier with any loss incurred. No provision of this PO for the delivery of products in installments shall be construed as making Supplier's obligation severable. Shipments sent C.O.D. without NCR Voyix's written consent will not be accepted and will be at Supplier's risk. NCR Voyix shall not be liable to pay storage costs for any Products unless storage is requested by with the costs agreed to in writing by NCR Voyix.
7. **NCR VOYIX FURNISHED PROPERTY** "NCR Voyix Tools" are defined as tools, equipment, or other property furnished to Supplier by NCR Voyix. "Non-Unique Tools" are either general tools or special tools made to produce and which have application only to produce the Products. "Unique Tools" are tools which have application only to Supplier's method of operation which may be either general or special. NCR Voyix Tools shall remain the property of NCR Voyix. Unless otherwise agreed, Non-Unique Tools which are specifically paid for by NCR Voyix, whether itemized separately or included in the price of any Product and are for use in the performance of this PO, shall remain NCR Voyix's property. Unless otherwise previously agreed in writing, other Non-Unique Tools and Unique Tools shall be the property of Supplier, but any such tools shall be subject to use by NCR Voyix in the event Supplier is unable to make deliveries due to a cause set forth in, and in consideration of, Section 6. Any property owned by NCR Voyix shall be used only in filling the order set forth in this PO and any similar orders from NCR Voyix, shall be held at Supplier's risk, and shall be kept insured by Supplier at its expense while in its custody and control in an amount equal to the replacement cost thereof, less loss payable by NCR Voyix. When so instructed by NCR Voyix, Supplier shall deliver any property owned or subject to use by NCR Voyix to NCR Voyix (or to any other person NCR Voyix may designate) in good condition, ordinary wear and tear excepted, and such property shall be subject to repossession or removal by NCR Voyix upon NCR Voyix's instructions.
8. **CONFIDENTIALITY** Unless otherwise agreed, all information related to operating methods, know-how, and financial and business information given to Supplier by NCR Voyix or otherwise acquired shall be in confidence. Supplier shall take all reasonable precautions to prevent any such information from being divulged to any person for any purpose other than to perform this PO, including having recipients acknowledge the confidential status of such information and agreeing to like restrictions on divulging such information. These confidentiality obligations shall survive termination of this PO and will continue for 3-years thereafter. Information presently in the public domain, or which is rightfully received by Supplier from a third party, or information which both NCR Voyix and Supplier agree in writing may be disclosed, shall not be considered confidential. Supplier shall not disclose to NCR Voyix any information that it deems to be confidential, and it is understood that no information received by NCR Voyix, including without limitation manuals, drawings and documents, will be deemed confidential. Supplier agrees that any legend or other notice on or pertaining to any information or materials supplied by it that is inconsistent with the preceding sentence shall create no obligation on the part of NCR Voyix. Supplier shall not, without first obtaining NCR Voyix's consent in writing, advertise or disclose the fact that Supplier has furnished Product to NCR Voyix under this PO, nor make public use of NCR Voyix's trade name, trade mark or other designation of NCR Voyix or its affiliates.
9. **RIGHTS IN DEVELOPMENT** This Section applies if the Product or any part of it is software or product development services. Supplier shall disclose and assign on demand, and it does hereby assign to NCR Voyix, any and all inventions, improvements, or developments, each whether patentable or not, which it may make or assist in making in the course of such development. Supplier assigns, and agrees hereafter, to assign to NCR Voyix all patents, copyrights, and applications for patents or copyrights, in connection with any such invention, improvement, or development, and to do all acts and to execute all instruments which NCR Voyix may request. Supplier shall cause every appropriate person employed by or associated with it to enter into an agreement under which such person shall disclose and assign to Supplier or NCR Voyix all inventions and execute all papers and do all acts deemed necessary by Supplier or NCR Voyix relative to assignment of intellectual property, including but not limited to copyrights and patents. In addition, all information, ideas, results, trademarks/names and data developed by Supplier as a result of developmental work contemplated by this section shall be transmitted by Supplier only to NCR Voyix and shall become the exclusive property of NCR Voyix, and shall likewise be regarded by Supplier as confidential for the same period and subject to the same exceptions as are provided in Section 8. Supplier hereby warrants that it is free to enter into this PO and has no obligations or requirements under any other agreement contrary to any of the terms and conditions contained herein.
10. **LICENSE GRANTED** This Section applies if the Product or any part of it is software. If software is provided to NCR Voyix for its own internal use, Supplier grants to NCR Voyix a perpetual, worldwide, non-exclusive, non-transferable license to use the software. If software is for re-sale, Supplier grants to NCR Voyix a royalty-free, perpetual, worldwide, non-exclusive, non-transferable license to distribute, re-sell the software, in which case if the software package includes a "break the seal" license agreement, NCR Voyix may directly or indirectly transfer the package to its customer without altering the package or its contents and the license agreement will be between Supplier or Supplier's licensor and the end user. If the software does not contain a "break the seal" license agreement or if NCR Voyix opens the package for installation of the software prior to resale, NCR Voyix will license the software to its customers pursuant to its standard terms and conditions. Supplier grants to NCR Voyix a perpetual worldwide non-exclusive license to use Supplier's trademarks and trade names on or in connection with the software copies made under this license. Supplier agrees to take such reasonable steps as may be necessary to preserve copyrights to the software and related documents.
11. **INDEMNIFICATION FOR INFRINGEMENT** Supplier shall promptly investigate and defend, at its own expense, all claims, allegations, suits, actions, or proceedings in which NCR Voyix, or its subsidiaries, agents, their successors, assigns, distributors, dealers, customers or other users of NCR Voyix's or its subsidiaries' equipment, software, supplies, or services are made defendants or claimed potential defendants for any infringement, claimed or alleged inducement of infringement, or unauthorized or unlawful use of any patent, copyright, or trademark, whether registered or issued, or trade secret, mask work, or proprietary data, or other information resulting from the manufacture, sale, use, or lease, or other disposition of any Product purchased under this PO, except to the extent specific product design is provided to Supplier by NCR Voyix. Supplier further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suits or proceedings against any such defendants. Supplier shall have the right to settle any such suits, actions, or proceedings on terms and conditions of Supplier's own selection consistent with these terms. If Supplier fails to promptly investigate and defend or settle as provided herein, then NCR Voyix shall, following notification to Supplier, have the right to then have sole control of the defense of any said claim, allegation, suit, action, or proceeding and all negotiations for its settlement or compromise, and Supplier agrees to pay, as they become due, all of the costs, expenses, and reasonable attorneys' fees incurred and judgments or decrees which may be rendered.
12. **LIABILITY** In no event shall NCR Voyix be liable to Supplier for any special, indirect, incidental or consequential damages, or for loss of profits, revenue or data, whether in an action in contract, tort, product liability, statute or other wise, even if advised of the possibility of those damages.
13. **ASSIGNMENT AND SUBCONTRACTS** Supplier shall not assign this PO or any rights or obligations hereunder, nor shall Supplier subcontract with any other party for the furnishing of any completed or substantially completed Products or services described in this PO.
14. **COMPLIANCE WITH LAWS** Supplier shall, at its expense, at all times comply with all applicable federal, state local and foreign laws, ordinances, regulations, codes, rules, and orders pertaining to the supply of Products or services in the area where they are to be respectively delivered or rendered; and shall identify and procure required permits, certificates, licenses, insurance, approvals and inspections in performance of this PO. Any provision which is required to be a part of this PO by virtue of any such law, regulation, rule, or order is incorporated by reference. Supplier agrees to submit all reports, certifications, and other documents as required. Supplier shall provide all required information related to the proper and safe handling of the Products as may be required by law.
15. **GOVERNMENT CONTRACT PROVISIONS** If this PO is being placed in fulfillment of an NCR Voyix contract with a federal, state, or local government entity, all provisions required by such contract to be included herein are hereby incorporated by reference with the same force and effect as if they were included in full text. Without limiting the foregoing, the following clauses shall be deemed included in this order: 48 CFR 52.222-26, Equal Opportunity; 48 CFR 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era, and 48CFR 52.222-36, Affirmative Action for Workers with Disabilities. In connection therewith, the term "Supplier" shall be substituted for "Contractor" unless the context otherwise requires.
16. **TERMINATION** NCR Voyix may terminate this PO in whole or in part at any time upon NCR Voyix's written notification to Supplier: .1) at NCR Voyix's convenience, and in such case the extent of NCR Voyix's liability shall be: a) if the Product is software or services, to pay the portion of the contract price for the work completed bears to the whole, or b) if the Product is hardware, to pay the cost of the existing "finished goods" inventory, but no more than required to fulfill the next delivery schedule within the thirty (30)days following the date of termination, plus the existing "work-in-progress" inventories required to fulfill an additional thirty (30) days of deliveries, except that there shall be no liability for inventories in either category which is readily usable or resalable. "Finished goods" shall mean goods that have passed final acceptance test and are waiting delivery. "Work-in-progress" shall mean material in varying stages of completion with some degree of labor applied and/or individual piece parts and/or raw material in a stage of completion no more than necessary to meet delivery schedules. .2) for cause, relative to any default by Supplier involving: a) Supplier's failure to develop Product, deliver the Product, and/or render the services specified herein within the time designated herein, or b) Supplier's failure to make progress in the performance of its obligations under this PO. With respect to any such default, except a delivery failure as described in Section 6, NCR Voyix's right to terminate shall be conditioned upon Supplier's failure within 10-days after receipt of NCR Voyix's notification, to provide a remedy satisfactory to NCR Voyix to cure such failure or noncompliance. .3) in the event Supplier becomes insolvent and/or the subject of any proceedings under law for the relief of debtors, or bankrupt, or makes assignments for the benefit of creditors. In the event of termination by NCR Voyix due to Supplier's default or reason pursuant to 16.2 or 16.3, NCR Voyix shall have no liability to Supplier as a result of such termination. In the event of termination for any reason, NCR Voyix may further notify Supplier that all right, title, and interest in and to all or any portion of materials acquired by Supplier for the performance of this PO, work-in-progress, and/or completed Products specified in such notice, shall pass immediately to NCR Voyix upon payment there for. Under these circumstances, Supplier grants NCR Voyix the right to enter upon the premises where such property (and/or any NCR Voyix property described in Section 7 hereof) may be located, and take possession thereof. Terms under this PO, which, by their nature would continue beyond termination or expiration of this PO, shall survive.
17. **PRODUCT LIABILITY & INSURANCE** Supplier will defend, indemnify NCR Voyix from and against all liability resulting from any and all claims by third parties for loss, damage or injury (including death) caused by any Product to the extent not caused by misuse, abuse or other fault directly attributable to NCR Voyix or its customer, provided that Supplier is notified by NCR Voyix of all such claims within a reasonable period of time following NCR Voyix's initial notification of the claims, and provided further that Supplier is given full control over any negotiation, arbitration, or litigation concerning the claims. Supplier will maintain during the execution of this PO, and at its expense, all insurance required by law, including, without limitation, workers' compensation, and such other insurance, including, without limitation, general liability and automobile insurance, which is necessary or prudent to adequately protect Supplier and NCR Voyix from harm, injury (including death) or damage in connection with this indemnification.
18. **DISPUTES & GOVERNING LAW** Should any dispute occur between the parties arising out of or related to this PO or otherwise, or their rights and responsibilities to each other, the matter shall be settled and determined by arbitration under the then current rules of the American Arbitration Association (AAA). The arbitration will be conducted by a single arbitrator, the decision and award of the arbitrator shall be final and binding, and the award so rendered may be entered in any court having jurisdiction thereof. The arbitrator will not be authorized to award punitive or exemplary damages to either party. The Uniform Commercial Code applies to this Agreement and all transactions under it, including agreements and transactions relating to the furnishing of services and the license of software. The arbitration shall be held and the award shall be deemed to be made in the city wherein the NCR Voyix office issuing this PO is located. The laws of the State of New York, excluding application of its conflict of laws provisions shall apply to this PO. With regard to POs issued by NCR Voyix outside the U.S., the laws of the country wherein the NCR Voyix office issuing this PO is located shall apply, and an independent arbitration or alternative dispute resolution organization, in that country shall be selected by the parties, or if the parties are unable to agree, by a court having jurisdiction.