



NCR Voyix Terms and Conditions

1. Scope. These terms and conditions apply to this Order and, except as otherwise stated on the front of this Order (including in the Notes To Order section), are the complete statement of our agreement superseding all oral and written communications concerning it. This Order is non-cancellable.

2. Prices, Delivery, Invoices and Payment. Product prices stated on the front of this Order are applicable to this Order only. Prices do not include, and you will pay NCR Voyix for, all applicable shipping, insurance, installation and distribution charges, import duties, tariffs, freight, fuel surcharges, and any sales, use and like taxes ("Incidental Charges"). If payment is made at the time of placing the Order, then NCR Voyix will charge estimated Incidental Charges, which will be reconciled at the time of invoice through the same payment method. NCR Voyix may pass through the amount of any increase in cost for equipment, parts or components in this 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. NCR Voyix may change its prices and rates at any time; however, changes will not affect Orders accepted prior to the effective date of the change. You are responsible for complying with NCR Voyix's site preparation and other Product deployment guidelines. If NCR Voyix or its Supplier (as defined below) stores Products at your request, you will pay applicable storage fees, equivalent to 1.5% of the total order value for each month delayed. NCR Voyix may act as a sales agent on behalf of its hardware provider, Ennoconn Corporation, or such third party provider otherwise designated in the applicable Order ("**Supplier**") for the sale of equipment under this Order. All equipment purchased under this Order 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 equipment will be shipped directly to you by such Supplier or its suppliers, (ii) title and risk of loss to equipment will pass to you from Supplier upon delivery, and (iii) equipment is delivered when it is tendered to: (a) the carrier for delivery to you or your agent; or (b) if you request NCR Voyix or Supplier to store Products for you, the applicable storage facility, freight prepaid. NCR Voyix will invoice you for equipment, software and supplies on delivery; in advance for recurring services and rental; and monthly for non-recurring services and deliverables. Payments are due upon your receipt of invoice. If NCR Voyix does not receive payment within 30 days of the invoice date, NCR Voyix reserves the rights to: (a) charge late fees of the lesser of 1.5% per month or the maximum allowed by law, (b) repossess the applicable Products, and (c) suspend services or other deliveries, without waiving NCR Voyix's right to payment. NCR Voyix or Supplier, as applicable, retains and may perfect a purchase money security interest in each Product until you pay for it. You appoint NCR Voyix as your agent to sign and file a financing statement to perfect NCR Voyix's or Supplier's interest.

3. Licenses. Subject to your payment of all license fees, NCR Voyix grants you a non-transferable, non-exclusive license to use software including deliverables defined under an attached SOW), in object code form only, only on the number of processing units of the class(es) and model(s) stated on the front of this Order. This license begins on delivery and continues for the period of time stated in this Order or indefinitely if no time period is stated. This license terminates automatically if you violate this Section 3. On termination, you will immediately stop using the software and either return or destroy all copies. Software bearing the logo or copyright notice of a third party is subject to the third party's license terms. You may not: copy software (except a single archival copy) or deliverables; transfer, assign, disclose, sublicense or distribute them to any party; or use them other than as allowed by this Order. NCR Voyix will consent to your transfer of software only to parties who sign NCR Voyix's then-current order form or other license agreement and who pay any applicable fees. You will retain copyright notices and proprietary legends on all copies of software you possess or transfer. NCR Voyix or its licensors retain ownership of all software and deliverables. You will not take any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of software. The terms of this Section 3 will apply to any fixes, patches, derivatives, updates, and upgrades which NCR Voyix may provide to you. You are not licensed to use any diagnostic tools that NCR Voyix may provide, and agree not to copy or use them, or disclose them to any third party without NCR Voyix's express written consent. NCR Voyix may delete or remove diagnostic tools at any time without notice. DIAGNOSTIC TOOLS ARE PROVIDED "AS IS".

4. Equipment & Software Maintenance Services.

4.1 Maintenance services have an initial term as stated on the front of this Order that will automatically renew for additional one year terms unless you or NCR Voyix provide written notice of non-renewal at least 90 days prior to the renewal date. NCR Voyix may change its prices and rates for time and material services at any time, and may change its prices and rates for recurring maintenance services annually, but in no event will a price increase during the initial term exceed the annual percentage increase in the Consumer Price Index for Services For All Urban Consumers plus 2%.

4.2 During the term of an equipment maintenance service contract, NCR Voyix will maintain covered NCR Voyix Equipment to operate in accordance with its published specifications, and covered non-NCR Voyix Equipment to operate substantially as it did at the time of original purchase, normal wear and tear excepted. NCR Voyix's prepaid maintenance services include parts, and labor during covered hours. Within 90 days of accepting an Order for maintenance services, NCR Voyix may inspect and refurbish at your expense any covered Equipment not then under NCR Voyix maintenance or which anyone other than NCR Voyix has installed or serviced. NCR Voyix is not obligated to provide software services for any supported software that has been altered other than by NCR Voyix or at NCR Voyix's direction. The life of Equipment is dependent on its installation environment and level of use. NCR Voyix may move equipment to "end of life" support status by providing at least one year notice. NCR Voyix will continue to maintain



Equipment in end of life status on a best efforts basis, subject to the availability of parts, but that Equipment will no longer be included in any service level commitment or performance guarantee.

4.3 Further, for equipment maintenance services, you will complete your responsibilities relating to the maintenance services as described in any attached SOW. You will provide NCR Voyix with a list of all Equipment and locations to be supported hereunder as of the effective date. You are responsible for selecting and operating the Equipment, for providing back-up equipment and services, and for safeguarding all programs and data, and removing, controlling, and reloading any funds contained in the Equipment. You will provide NCR Voyix service personnel with safe and reasonable access, working space, and facilities. You will provide access to your networks, systems, data and relevant information, as necessary, to allow NCR Voyix to perform services. You will allocate appropriate resources and use all commercially reasonable efforts to avoid delay. If a unit of Equipment has been in service for more than five years and incurs excessive service actions due to its age, operating environment, or level of use, NCR Voyix may request to perform a customer-chargeable overhaul to extend its useful life. If you are unwilling to pay for the overhaul, NCR Voyix may terminate Services with respect to that unit of Equipment upon 90 days written notice.

4.4 During the term of a software maintenance contract, NCR Voyix will provide certain software maintenance and support services for software if designated on this Order. Software support may include correction of software problem and entitlement to certain software point releases and patch releases. A software problem is a reproducible and observable operating condition that causes the software not to function according to its then-current user-level documentation. NCR Voyix will accept a request for services through the NCR Voyix support web site, by e-mail, or by telephone, as instructed by NCR Voyix, during Monday to Friday 8am to 5pm US Eastern Time, excluding federally observed holidays. NCR Voyix and you will agree upon the criticality of the service request and NCR Voyix will use reasonable efforts to respond to your requests for services during this period based on target response times. If NCR Voyix's investigation confirms the existence of the software problem, NCR Voyix will endeavor to correct it or to provide you an alternative, which may include implementing a temporary work-around or changes to the applicable documentation. A software problem will be deemed resolved 30 days after NCR Voyix provides a correction or alternative, unless you notify NCR Voyix within that time that it persists. Services beyond the scope described in this Order may be available either on a pre-paid or time and material basis at your request.

4.5 Further, for software maintenance services, you are responsible for providing a help desk to receive calls from your end users that is knowledgeable in procedures for diagnosing and solving system problems that are user-solvable, and will serve as the initial point of contact for service requests. Your help desk will at a minimum: (i) isolate the software problem from hardware or operational problems; (ii) offer potential resolutions to the person reporting the problem; (iii) ensure that a supported version of the software with all recommended patches is being used; and (iv) ensure that all end-user reports of difficulty are validated against the configuration guidelines before requesting service. If your help desk cannot resolve the software problem, you will report it to NCR Voyix with as much information as possible to effect an efficient resolution. You are responsible for (i) providing NCR Voyix with remote connectivity to the software; (ii) safeguarding all programs, data, and removable storage media before services begin and, if necessary, reinstalling programs and data; (iii) copying, distributing, and installing/de-installing each software release and maintaining master media at the latest release level; and (iv) testing any new functionality that may be included in a release. System administration, installation, and integration services, including backup and restoration of programs and data, are also your responsibility.

5. Warranties and Indemnity.

5.1 NCR Voyix warrants that software, deliverables and supplies bearing NCR Voyix's logo or copyright will materially conform to NCR Voyix's published specifications in effect on the purchase date, for 30 days after delivery. If during the warranty period you notify NCR Voyix of any material non-conformance, NCR Voyix will correct the non-conformity (through repair, replacement or otherwise) in accordance with its standard warranty service terms and this Order. If NCR Voyix does not succeed within a reasonable time, you may return the defective Product for a refund. Products that bear the logo or copyright of another company will be subject to that company's warranty and support terms and NCR Voyix will have no warranty or support obligations with respect to such Products.

5.2. NCR Voyix warrants that services will be provided by trained and experienced personnel in a professional manner consistent with industry standards and as described in any attached SOW. If you notify NCR Voyix within 30 days of the date of performance of any material non-conformance, NCR Voyix will reperform the services. If NCR Voyix is still unsuccessful, NCR Voyix will refund your payments to NCR Voyix for those services.



5.3. NCR Voyix warrants on behalf of Supplier that equipment will materially conform to its published documentation and that 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 Order, Supplier is responsible for all warranty, maintenance and support obligations of the equipment and can be contacted at the email address set forth in the Order, unless you have purchased maintenance and support services from NCR Voyix for the equipment, in such case, you will contact NCR Voyix for all warranty, maintenance and support obligations of the equipment as set forth in this Section. Equipment may include used or refurbished components, which are warranted to function equivalent to new. Problems not covered by the warranties include those resulting from: unauthorized alterations or attachments; negligence, abuse or misuse, including failure to operate the Product in accordance with specifications or interface requirements; failure of goods or services not obtained from NCR Voyix or not subject to a then-effective NCR Voyix warranty or maintenance agreement; improper handling, use or storage of supplies; and, fire, water, acts of God or other catastrophic events. NCR Voyix makes no warranty that data or analysis is correct or accurate or that a Product will yield any specific business result, even if an expected business result is identified elsewhere in this Order. NCR Voyix does not warrant that Products will operate uninterrupted or error free, or that all deficiencies, errors, defects or non-conformities will be corrected. EXCEPT AS OTHERWISE STATED HEREIN, THERE ARE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Your rights and remedies set forth in this Order are exclusive and in lieu of all other rights and remedies related to any Product (except to the extent that applicable law prohibits agreements to disclaim warranties or limit liabilities).

5.4. NCR Voyix will defend any claim or suit brought against you alleging that a Product infringes a patent, copyright or trade secret and will pay all costs and damages finally awarded as a result thereof, if you promptly notify NCR Voyix of the claim and give NCR Voyix reasonably requested information and cooperation and sole authority to defend and settle the claim. In handling the claim, NCR Voyix may obtain for you the right to continue using the Product, or may replace or modify it so that it becomes non-infringing, or, if the foregoing are not reasonably available, NCR Voyix will refund, on a five-year, straight-line, depreciated basis, the purchase price for infringing equipment and license fees paid for infringing software. NCR Voyix is not obligated to indemnify you if the alleged infringement arises from: the use of a Product in connection with goods or services not furnished by NCR Voyix; NCR Voyix's compliance with your designs, specifications or instructions; or modifications by anyone other than NCR Voyix or its subcontractors. This Section states NCR Voyix's entire liability for claims of infringement, and your sole remedy against NCR Voyix for such claims.

6. Software as a Service (Cloud Services)

6.1 Subject to your compliance with this Order and payment of all fees, NCR Voyix authorizes you to access software as a service for the number of sites, users or transactions (as applicable) identified on this Order for your internal use and not for the benefit of any third party. This access right is non-exclusive and non-transferable and will end when the subscription expires, is terminated or cancelled. NCR Voyix may cancel the service automatically and without notice if you fail to comply with any term or condition of this Order or for convenience on thirty (30) days written notice. If NCR Voyix provides you with any software required to access or use the service, that software will be subject to license terms stated in this Order; no other licenses of any kind are provided to you. Upon termination, you will immediately disable all access to the services and return or destroy all copies of NCR Voyix-provided software used in conjunction with the services.

6.2 NCR Voyix uses commercially reasonable efforts to maintain service availability 24 hours a day, seven days a week, except for interruptions due to service maintenance and upgrades, system failure, system backup and recovery and for causes beyond NCR Voyix's control. NCR Voyix may update the services at any time in its sole discretion for performance, usability, security, or other reasons, which may require you to upgrade or modify your equipment at your own cost. NCR Voyix will provide you prior written notice of changes.

6.3 You acknowledge that (i) it is not possible to detect and block all potential threats such as viruses, malware, or similar items; (ii) it is your responsibility to maintain the security of your own systems, servers, and communications links, and to provide secure access to those systems and information, and for all data backup and recovery, including retention of any data, records or information required by law or regulation; and (iii) NCR Voyix does not control the transfer of data over telecommunications facilities, and that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by third parties. NCR Voyix will not be responsible for any delays, delivery failures, or any other loss, damage or corruption resulting from such transfer.

6.4 NCR Voyix may use and disclose transaction-related and system information: to provide the products, software, materials and services under this Order or another agreement between you and NCR Voyix; for product and service enhancements, as well as research and development purposes; and after it has been aggregated, for analytics, commercial, and benchmarking purposes.



6.5 You will not use, nor will you permit any third party to use, the service to upload, post, or otherwise transmit any data that: (a) is deceptive, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) is harmful to minors in any way; (c) you do not have a right to transmit under any law or under contractual or fiduciary relationships; (d) infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; (e) constitutes unsolicited or unauthorized advertising or promotional materials, including but not limited to junk mail, spam, chain letters, and pyramid schemes; (f) is designed to access or monitor any material or information on any NCR Voyix system using any manual process or robot, spider, scraper, or other automated means; (g) violates data protection laws or other laws; or (h) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, impose an unreasonable or disproportionately large load on, or limit the functionality of any computer hardware or software, or telecommunications equipment. You will defend and hold NCR Voyix harmless from any claim or loss resulting from your failure to comply with this section.

7. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER SOUNDING IN CONTRACT, TORT, FRAUD, STATUTE, OR OTHERWISE. NCR Voyix WILL HAVE NO LIABILITY FOR FAILURE TO DELIVER PRODUCTS BY DATES SET FORTH IN AN ORDER. NEITHER PARTY WILL BE CUMULATIVELY LIABLE TO THE OTHER FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE, FEES AND CHARGES SET FORTH IN THIS ORDER. Notwithstanding any limitations in this Section 7 (i) a party's liability for personal injury, including death, will be unlimited to the extent caused by that party's negligence or willful misconduct; (ii) a party's liability for physical damage to tangible real or personal property will be the amount of direct damages, to the extent caused by that party's negligence or willful misconduct, up to one million dollars per occurrence; and (iii) a party's obligation to indemnify, defend and hold the other harmless from third party intellectual property infringement claims is not limited by this Order. EACH CLAUSE OF THIS SECTION IS SEPARATE FROM EACH OTHER CLAUSE AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS ORDER, AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR ANY TERMINATION OF THIS ORDER.

8. Disputes. Any controversy or claim, regardless of the causes of action alleged, will be resolved by arbitration before a sole arbitrator in the U.S. headquarters city of the party not initiating the claim pursuant to the then-current Commercial Rules of the American Arbitration Association and the federal substantive and procedural law of arbitration. Notwithstanding the foregoing, the obligation to arbitrate will not apply to requests for preliminary injunctive or other equitable relief related to claims for misuse or infringement of a party's intellectual property rights, and either party may seek such relief in court with respect to such intellectual property pending the appointment of an arbitrator. In other respects this Order, together with the relationships and transactions it creates, is governed by New York law, excluding its laws regarding choice of law and the U.N. Convention on Contracts for the International Sale of Goods. The arbitrator's award will be final and binding, and may be entered in any court having jurisdiction thereof, but may include only damages consistent with the limitations in this Order. Each party will bear its own attorney's fees and costs related to the arbitration. Any claim or action must be brought within two years after the cause of action accrues.

9. General. No waiver of any contract provision will be deemed a waiver of future enforcement of that or any other provision. Neither party may assign this Order or its rights or obligations under it, except NCR Voyix may assign this Order to an affiliate and may use subcontractors to fulfill its obligations. Neither party is liable for failing to fulfill its obligations due to acts of God or other causes beyond its reasonable control, except for your obligation to make payments. This Order applies only to the United States; NCR Voyix will not provide Products or warranty service hereunder outside of the United States. You may not export Products without appropriate approvals from the United States and foreign governments.