

BBS POS SYSTEM TERMS AND CONDITIONS OF USE

This BBS POS System Terms and Conditions of Use (this “Agreement”), dated as of the Effective Date (defined below), is between Butler Business Systems, LLC (“BBS”), and the Merchant (“Merchant”) whose name appears on the Order Form. Hereinafter, BBS and Merchant each may be referred to as a “Party” and, collectively, the “Parties.” Merchant accepts this Agreement by executing the Order Form, which references and incorporates this Agreement; no separate signature to this Agreement is required.

WHEREAS BBS is a reseller in the business of providing comprehensive, customized point-of-sale solutions for restaurants and retail businesses, and Round 2 POS, Inc. is the provider and licensor of the Platform and a company affiliated with BBS through common ownership or business relationship;

WHEREAS Merchant desires to obtain from BBS such comprehensive, customized point-of-sale solutions; and

WHEREAS Merchant has entered into a Merchant Processing Agreement (the “MPA”) with a third-party processor (the “Processor”) to accept and process credit card and electronic payments, to which neither BBS nor Round 2 is a party.

THEREFORE, the Parties agree as follows:

1. **Entire Agreement; Allocation and Priority.** This Agreement is the sole agreement between BBS and Merchant concerning BBS-provided Hardware, installation, training, support, and related services. The Order Form, EULA, Round 2 Merchant Terms and Conditions of Use (“Round 2 Terms”), and MPA apply according to their respective subject matter. In a conflict: (i) the MPA controls payment processing, processor pricing, settlement, funding, reserves, chargebacks, and Processor obligations; (ii) the Round 2 Terms control the general commercial and operational relationship between Round 2 and Merchant; (iii) the EULA controls only the license to and permitted use of the Platform, subject to the Round 2 Terms; (iv) the Order Form controls only Merchant-specific selections, quantities, locations, disclosed pricing, ownership of specifically identified Hardware, and other fields that it expressly states control; and (v) this Agreement controls BBS-provided or BBS-owned Hardware, installation, training, support, and other BBS services. A product-specific agreement between Round 2 and Merchant controls only the specific Round 2 product or service it identifies. No Order Form overrides liability limitations, indemnification, intellectual-property ownership, data rights, confidentiality, processing requirements, dispute provisions, or compliance obligations unless it expressly identifies the affected provision and is signed by an authorized officer of the affected party. Customer-facing terms between Round 2 and Merchant’s customers are not incorporated into this Agreement and create no rights or obligations for Merchant.
2. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - a. “Affiliate” means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party. For this purpose, “control” means the direct or indirect power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

- b. “Authorized Users” means Merchant’s employees, contractors, and other individual users whom Merchant authorizes to access or use the POS System on Merchant’s behalf, each of whom is subject to the applicable use restrictions of this Agreement, the EULA, and the Round 2 Terms.
- c. “BBS Data” means data, analytics, configurations, documentation, know-how, and other information created independently by BBS or its licensors in operating, supporting, securing, or improving the POS System or related services, excluding Merchant Data and data owned or controlled by the Processor or a Card Brand. BBS Data includes De-Identified Data to the extent permitted by Section 14.
- d. “Card Brand” means each of Visa U.S.A. Inc., Mastercard International Incorporated, DFS Services, LLC, American Express Travel Related Services Company, Inc., and any other association, card payment brand, payment instrument issuer, debit network, or payment methodology.
- e. “Card Brand Rules” means the then-current bylaws, rules, operating regulations, standards, specifications, and requirements of the Card Brands that apply to Merchant, the Services, or payment transactions.
- f. “De-Identified Data” means data derived from Merchant Data that has been aggregated, anonymized, or otherwise altered so that it cannot reasonably be used to identify Merchant, Merchant’s customers or employees, or any individual.
- g. “Effective Date” means the date the Order Form is signed by Merchant.
- h. “EULA” means the End User License Agreement applicable to Merchant’s use of the Platform, as amended in accordance with its terms.
- i. “Fees” means the amounts payable by Merchant to BBS under the Order Form and this Agreement, excluding processing fees payable solely to the Processor under the MPA unless the Order Form expressly provides otherwise.
- j. “Hardware” means the terminals and other hardware and peripherals identified on the Order Form, including displays, monitors, payment devices, scales, tablets, and handheld devices, on or with which the Platform is used. Unless the Order Form expressly states that particular Hardware is sold to Merchant or is owned by Round 2, all Hardware is and remains owned by BBS (“BBS-Owned Hardware”) and is provided to Merchant solely for use during the Term. Hardware that the Order Form identifies as owned by Round 2 and provided as a service is Round 2-Owned Hardware, is not BBS-Owned Hardware, and is governed by the Round 2 Terms. Hardware is manufactured by third parties separate from BBS and Round 2.
- k. “Merchant Data” means all data, information, content, records, and other materials submitted, uploaded, transmitted, or otherwise provided by or on behalf of Merchant through its use of the POS System or related services, including customer data, transaction data, sales data, inventory data, employee data, and other operational or business data of Merchant. Merchant Data does not include BBS Data, De-Identified Data, or data owned or controlled by a Processor, Card Brand, or other third party.

- l. “Order Form” means the Point-of-Sale and Payment Processing Order Form, or another ordering document executed by Merchant and accepted by BBS, that references this Agreement and identifies applicable Hardware, services, pricing, locations, or other Merchant-specific terms.
 - m. “Platform” means the proprietary operating system, software, firmware, applications, documentation, tools, components, APIs, and updates thereto, including software maintenance, service information, help content, bug fixes, updates, and maintenance releases, provided by Round 2 or its licensors and made available to Merchant through BBS.
 - n. “POS System” means the point-of-sale solution consisting of the Platform as used with the Hardware. For the avoidance of doubt, ownership of the Hardware and ownership of the Platform are separate: Hardware ownership is governed by this Agreement and the Order Form, and the Platform is licensed, not sold, under the EULA and applicable Round 2 Terms.
 - o. “Processor” means the third-party payment processor identified in the MPA from time to time.
 - p. “Round 2” means Round 2 POS, Inc., the provider and licensor of the Platform and a company affiliated with BBS through common ownership or business relationship, for which BBS acts as a reseller.
 - q. “Round 2 Terms” means the Round 2 Merchant Terms and Conditions of Use, and any product-specific or service-specific agreement expressly entered into between Round 2 and Merchant, in each case as amended in accordance with their terms.
 - r. “Services” means the payment processing, merchant services, electronic-payment services, gift-card services, and related services identified in the MPA or Order Form and provided by the Processor or through BBS’s contractors, affiliates, or licensors.
 - s. “Term” has the meaning given in Section 23.
3. Processing Requirements. Merchant’s right to use the POS System is conditioned on Merchant maintaining the MPA and on Merchant processing all card and other electronic payment transactions accepted through or in connection with the POS System exclusively through the Processor under the MPA, together with any additional exclusivity required by the MPA or the Order Form. The MPA exclusively governs payment processing, settlement, processing fees, chargebacks, and other Processor-related obligations. Merchant shall, upon BBS’s reasonable request, execute additional documents and take additional actions reasonably necessary to enable the POS System to support the Services. Merchant’s failure to maintain the MPA or use the Services as required constitutes a material breach of this Agreement and may result in termination under Section 23.
4. Modifications to Platform. BBS or its licensors may modify, update, upgrade, enhance, or discontinue the Platform or features or functionality thereof. Where practicable, BBS will use commercially reasonable efforts to provide advance notice of a change that is reasonably expected to materially reduce core functionality used by Merchant. BBS or its licensors may charge for new or additional features or capabilities not included in the Fees, provided any BBS

charge is disclosed to Merchant before Merchant elects to purchase or enable the applicable feature or capability.

5. License. Subject to Merchant's and its Authorized Users' compliance with this Agreement, the EULA, and the Round 2 Terms, BBS and its licensors grant Merchant a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Platform with the accompanying Hardware solely for Merchant's internal business purposes during the Term. BBS, Round 2, and their respective licensors reserve all right, title, and interest in and to the Platform, including all intellectual property rights not expressly granted to Merchant. Merchant shall not, and shall not permit any third party to, alter, modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to access or derive the source code or underlying structure, ideas, know-how, or algorithms of the Platform, except to the extent such restriction is prohibited by applicable law. Merchant shall not, and shall not permit any third party to, reproduce, copy, sublicense, distribute, sell, lease, rent, assign, transfer, or otherwise make available any copy of the Platform except as expressly permitted by the EULA or Round 2 Terms. Nothing in this Agreement gives Merchant any ownership interest in or title to the Platform. Merchant acknowledges that the performance and availability of the Platform depend in part on Merchant maintaining, at its expense, a reliable and secure internet connection and network infrastructure. The license granted under this Agreement terminates upon the earliest expiration or termination of this Agreement, the MPA, or Merchant's right to use the Platform under the EULA or Round 2 Terms. This license does not grant Merchant any right to use the trademarks, service marks, trade names, or logos of BBS, Round 2, or their licensors except as expressly authorized in writing. Amendments to this Agreement are governed by Section 36; amendments to the EULA or Round 2 Terms are governed by those documents.
6. Title and Relocation. Unless the Order Form expressly states that particular Hardware is sold to Merchant, BBS retains all right, title, and interest in and to the BBS-Owned Hardware. Round 2 and its licensors retain all right, title, and interest in and to the Platform. Merchant shall keep BBS-Owned Hardware free and clear of liens and encumbrances arising through Merchant and shall not sell, lease, sublease, pledge, convey, or otherwise dispose of BBS-Owned Hardware. Merchant shall not relocate BBS-Owned Hardware to a different physical address without BBS's prior written consent. Assignment of this Agreement is governed exclusively by Section 38.
7. Fees and Other Payments. Merchant shall pay the Fees set forth in the Order Form and any other amounts expressly payable under this Agreement. In addition to the Fees, Merchant shall pay: (i) applicable sales, use, value-added, excise, and similar taxes, duties, tariffs, withholdings, or governmental charges, excluding taxes imposed on BBS's net income; (ii) shipment, delivery, installation, maintenance, servicing, repair, replacement, removal, deinstallation, packaging, shipping, and return costs for which Merchant is responsible under the Order Form or this Agreement, excluding costs that BBS expressly agrees to bear under Section 12; and (iii) fines, penalties, assessments, or other fees imposed because of Merchant's use of the POS System or Merchant's violation of applicable law, Card Brand Rules, the MPA, or this Agreement. Merchant shall pay undisputed amounts when due without setoff, deduction, or withholding except as required by applicable law. Any undisputed amount not paid when due shall bear interest from the due date at the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by applicable law, and Merchant shall reimburse BBS for reasonable costs of collection, including reasonable attorneys' fees, to the extent permitted by law. BBS may collect Fees using

any payment method or settlement mechanism separately authorized by Merchant in the Order Form or other written authorization. Payment-processing fees payable to the Processor are governed by the MPA.

8. Warranties/Disclaimer. EXCEPT FOR BBS'S EXPRESS REPAIR AND REPLACEMENT OBLIGATIONS UNDER SECTION 12, AND TO THE EXTENT PERMITTED BY LAW, BBS AND ITS LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE POS SYSTEM OR SERVICES UNDER THIS AGREEMENT. BBS, FOR ITSELF AND ITS LICENSORS, EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NEITHER BBS NOR ITS LICENSORS WARRANT THAT THE POS SYSTEM, ANY CUSTOMIZATION, OR ANY RELATED SERVICE WILL MEET MERCHANT'S REQUIREMENTS OR EXPECTATIONS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE. EXCEPT FOR THE EXPRESS OBLIGATIONS IN SECTION 12, THE POS SYSTEM AND RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS. NEITHER BBS NOR ITS LICENSORS SHALL BE RESPONSIBLE FOR COSTS, DAMAGES, OR LOSSES, OR FOR PERFORMING SERVICES, ARISING FROM MERCHANT'S NEGLIGENCE, ABUSE, MISUSE, FAILURE TO PERFORM REQUIRED MAINTENANCE, FAILURE TO IMPLEMENT UPDATES OR UPGRADES, OR FAILURE TO FOLLOW APPLICABLE INSTRUCTIONS, SPECIFICATIONS, OR GUIDELINES. NO ORAL OR WRITTEN INFORMATION, ADVICE, OR REPRESENTATION PROVIDED BY BBS, ITS LICENSORS, OR THEIR REPRESENTATIVES CREATES A WARRANTY OR INCREASES THE SCOPE OF ANY EXPRESS WARRANTY OR OBLIGATION STATED IN THIS AGREEMENT.

BBS AND ITS LICENSORS DO NOT WARRANT THAT THE POS SYSTEM OR MERCHANT DATA WILL BE FREE FROM VIRUSES, MALWARE, TROJAN HORSES, WORMS, OR OTHER HARMFUL CODE OR COMPONENTS. MERCHANT WAIVES CLAIMS AGAINST BBS AND ITS LICENSORS TO THE EXTENT ARISING FROM MERCHANT'S FAILURE TO MAINTAIN CURRENT, INDUSTRY-STANDARD VIRUS PROTECTION, ANTI-MALWARE, FIREWALLS, ENCRYPTION, INTRUSION DETECTION, OR OTHER SECURITY SAFEGUARDS, OR FROM A FAILURE OR BREACH OF MERCHANT'S SYSTEMS, NETWORKS, OR SECURITY. BBS AND ITS LICENSORS DISCLAIM RESPONSIBILITY FOR PROBLEMS ARISING FROM MERCHANT'S INTERNET SERVICE PROVIDER, NETWORK PROVIDER, TELECOMMUNICATIONS PROVIDER, CLOUD SERVICE PROVIDER, INTERNET CONNECTIVITY, OR NETWORK INFRASTRUCTURE. MERCHANT ACKNOWLEDGES THAT SUCH THIRD-PARTY OR MERCHANT-CONTROLLED FAILURES MAY AFFECT DATA ACCESS, REMOTE SUPPORT, AND OPERATION OF THE POS SYSTEM. THIS PARAGRAPH DOES NOT LIMIT ANY RESPONSIBILITY THAT BBS EXPRESSLY ASSUMES ELSEWHERE IN THIS AGREEMENT.

9. Legal Compliance. Merchant acknowledges that the POS System and related services are tools designed to assist Merchant in managing its business operations, including transaction processing, recordkeeping, reporting, and management of other business data. BBS and its licensors do not represent or warrant that use of the POS System or related services will ensure Merchant's compliance with applicable federal, state, local, or international laws, regulations, requirements, or Card Brand Rules, including wage and hour, employment, tax, accessibility, recordkeeping, or regulated-product requirements. Merchant remains responsible for the accuracy, adequacy, and legality of data and records created, stored, or processed through the POS System and for

compliance with laws, rules, regulations, and Card Brand Rules applicable to Merchant's business. BBS disclaims liability for Merchant's failure to comply with such requirements, except to the extent caused by BBS's breach of an express obligation under this Agreement. Neither BBS nor Round 2 is an employer, joint employer, co-employer, staffing agency, professional employer organization, or payroll provider of Merchant's personnel, and nothing in this Agreement creates any such relationship. Merchant alone hires, directs, supervises, schedules, disciplines, and compensates its personnel and is solely responsible for wage and hour, timekeeping, break, overtime, tip declaration and distribution, payroll tax, and biometric privacy compliance, including under the Illinois Biometric Information Privacy Act and any comparable law. Merchant's collection and use of biometric identifiers or biometric information through any feature of the POS System is governed by the EULA, and Merchant shall satisfy every requirement of that section before enabling or using any such feature.

10. Care, Use, Maintenance, and Repair. Merchant shall, at its sole cost and expense, provide appropriate storage and care for the Hardware and keep BBS-Owned Hardware in good condition and working order, reasonable wear and tear excepted. Merchant shall use the POS System in accordance with applicable specifications, instructions, documentation, and guidelines provided by the manufacturer, BBS, Round 2, or their licensors and shall not take any action that invalidates applicable manufacturer warranties or maintenance services. Merchant is responsible for loss, damage, or degradation resulting from misuse, negligence, improper storage, failure to maintain, unauthorized modification, or use contrary to applicable instructions. Upon reasonable prior notice, Merchant shall provide BBS and its representatives reasonable access to BBS-Owned Hardware during normal business hours for inspection, maintenance, repair, replacement, servicing, or removal; provided that advance notice is not required in an emergency involving safety, security, fraud, or material risk of loss. Audits are governed by Section 17. Merchant shall provide reasonable assistance to facilitate such access without unnecessary interference with Merchant's operations.

11. Representations and Warranties of Merchant. Merchant represents and warrants as follows:

- a. that the execution, delivery, and performance of this Agreement by Merchant have been duly authorized by all necessary organizational or other action and do not and will not violate Merchant's organizational documents, any other agreement binding on Merchant, or any applicable law, regulation, or order;
- b. that the individual executing the Order Form on behalf of Merchant is duly authorized to do so and has full power and authority to bind Merchant to this Agreement and to all terms and conditions contained herein;
- c. that this Agreement constitutes a legal, valid, and binding obligation of the Merchant, enforceable against Merchant in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and by general principles of equity;
- d. that Merchant has received and read, or has had a full and fair opportunity to receive and read, this Agreement and the other documents referenced in Section 1 before executing the Order Form, has had the opportunity to consult counsel of its own choosing, and enters into this Agreement knowingly and voluntarily;

- e. that Merchant shall, at its sole cost and expense, maintain commercially reasonable administrative, technical, and physical security safeguards appropriate to the nature of its business, systems, data, and risks, including current anti-malware, firewalls, encryption where appropriate, access controls, and other measures required by applicable law, PCI DSS, and generally accepted industry standards;
- f. that Merchant shall promptly notify BBS in writing of any failure, problem, issue, error, or malfunction of the POS System, and of any failure, problem, issue, error, or malfunction of any payment processing performed through or in connection with the POS System, including authorization, settlement, funding, refund, and chargeback processing, and of any breach or actual or reasonably suspected security incident affecting the POS System, Merchant Data, or Merchant's systems used with the POS System;
- g. that Merchant shall comply at all times with the Payment Card Industry Data Security Standard (PCI DSS) requirements, as amended from time to time, and any successor standards, including all requirements applicable to merchants of its size and transaction volume;
- h. that Merchant shall comply with all applicable federal, state, local, and international laws, rules, and regulations related to the acceptance, use, storage, transmission, and processing of credit cards, debit cards, and other non-cash forms of payment, including all applicable Card Brand Rules and payment-network requirements;
- i. that, if Merchant chooses to use a dual-pricing, cash-discount, surcharge, or similar pricing program, Merchant shall comply with all applicable federal and state laws and regulations and all applicable Card Brand Rules, including pricing, registration, signage, receipt, and disclosure requirements; that Merchant shall not add any surcharge, fee, or percentage to a debit card or prepaid card transaction, and that whether a debit card transaction is charged at the card price or at the cash price is Merchant's decision, subject to the MPA and to applicable law and Card Brand Rules; that Merchant is solely responsible for configuring and verifying the program settings in the POS System and for any notification or registration required by the MPA, Merchant's acquirer, or a Card Brand; and that any handout, summary, template, signage, script, or other material BBS or Round 2 provides regarding such a program is general information only, is not legal or compliance advice, and is not a representation that Merchant's program complies with any law or Card Brand Rule, and Merchant does not rely on it;
- j. that Merchant shall comply with all applicable preauthorization, authorization, settlement, chargeback, and transaction-processing requirements imposed by law, the MPA, the Processor, or the Card Brand Rules; and
- k. that Merchant shall implement and maintain commercially reasonable policies and procedures to ensure its compliance with the foregoing representations, warranties, and covenants.

12. BBS's Obligations. BBS shall:

- a. provide at least one training session for Merchant and its staff at an agreed-upon time at Merchant's location, unless otherwise agreed by the Parties in writing. If Merchant

cancels a scheduled training date within forty-eight (48) hours before the scheduled time, BBS may charge a rescheduling fee of one hundred fifty dollars (\$150.00);

- b. install the POS System at an agreed-upon time at Merchant's location. If Merchant cancels a scheduled installation date within forty-eight (48) hours before the scheduled time, BBS may charge a rescheduling fee of one hundred fifty dollars (\$150.00);
 - c. provide Merchant with technical phone and remote support between the hours of 8:00 a.m. and 10:00 p.m. Eastern Time, Monday through Friday, and Noon to 10 p.m. Eastern Time, Saturday and Sunday. BBS will use commercially reasonable efforts to address reported issues in a timely manner but does not guarantee resolution of any particular issue within a specified time. BBS shall repair or replace defective BBS-Owned Hardware at no additional charge when the defect arises under normal use, except as otherwise stated in the Order Form or this Agreement. BBS may use new, refurbished, or functionally equivalent replacement Hardware. If BBS reasonably determines that Hardware was damaged by Merchant's misuse, abuse, negligence, failure to maintain, unauthorized modification, or lack of due care, BBS may charge Merchant its then-prevailing repair or replacement rate or the reasonable market cost of replacement, whichever is greater. Any shipping, on-site service, or other charge not expressly included in the Fees will be disclosed to Merchant before it is incurred. For a Platform-related issue, BBS may satisfy its support obligation by troubleshooting, providing an available workaround or update, or escalating the issue to Round 2 or the applicable licensor. BBS will also receive and triage reports of payment-processing issues and, for such an issue, may satisfy its support obligation by troubleshooting and escalating the issue to the Processor; payment processing itself is performed by the Processor and is governed exclusively by the MPA, and BBS does not guarantee resolution of any payment-processing issue;
 - d. consider customization requests that BBS, in its sole discretion, deems reasonable. BBS may charge a reasonable fee for customization, including menu rebuilds, provided the charge is disclosed to Merchant before the work is performed. BBS does not guarantee that it will accept or complete any customization or menu-rebuild request. Customization services, including menu rebuilds, are provided "AS IS" without warranty of any kind, and BBS disclaims warranties to the extent permitted by Section 8; and
 - e. provide generally available Platform updates to Merchant as soon as practicable after such updates are made available to BBS for distribution. BBS has no obligation to provide any specific enhancement or feature, and all updates are part of the Platform and subject to this Agreement, the EULA, and the Round 2 Terms.
13. Confidentiality. Each Party (the "Receiving Party") may receive nonpublic, confidential, proprietary, or sensitive information of the other Party (the "Disclosing Party") or, in BBS's case, of its licensors and service providers (collectively, "Confidential Information"). Merchant Data is Merchant's Confidential Information. Nonpublic information concerning the Platform, product roadmaps, pricing, security, trade secrets, and intellectual property of BBS or its licensors is BBS's Confidential Information. Confidential Information does not include information that the Receiving Party can document: (A) is or becomes publicly available through no breach of this Agreement; (B) was lawfully known to the Receiving Party without confidentiality obligation before disclosure; (C) is received lawfully from a third party without confidentiality obligation; or

(D) is independently developed without use of the Disclosing Party's Confidential Information. The Receiving Party shall protect Confidential Information using at least commercially reasonable care, use it only to exercise rights or perform obligations under this Agreement, and disclose it only to employees, contractors, professional advisers, licensors, processors, and other representatives who have a need to know and are bound by confidentiality obligations at least as protective as those in this Section. The Receiving Party is responsible for breaches of this Section by its representatives. If disclosure is required by law, subpoena, or court order, the Receiving Party may disclose only the legally required portion and, to the extent legally permitted, shall provide prompt notice and reasonable assistance so the Disclosing Party may seek protective relief. Upon written request or termination, the Receiving Party shall return or destroy Confidential Information, except for copies retained pursuant to law, routine backup procedures, or legitimate record-retention requirements, which remain subject to this Section. A breach or threatened breach of this Section may cause irreparable harm for which monetary damages are inadequate; accordingly, the affected Party may seek appropriate injunctive or equitable relief in addition to other available remedies.

14. Data Ownership and License. Merchant retains all right, title, and interest in and to Merchant Data. Merchant grants BBS and its affiliates, licensors (including Round 2), processors, and service providers a worldwide, non-exclusive, royalty-free license during the Term and any reasonable transition period to access, host, store, reproduce, transmit, process, display, and otherwise use Merchant Data only as reasonably necessary to provide, maintain, support, secure, and improve the POS System and related services, comply with applicable law, and exercise rights or perform obligations under this Agreement. Merchant also permits BBS and its licensors to create and use De-Identified Data for analytics, benchmarking, security, product improvement, and development of new features, products, and services. De-Identified Data will not reasonably identify Merchant, Merchant's customers or employees, or any individual, and BBS may retain and use De-Identified Data after termination. BBS and its licensors retain all right, title, and interest in and to BBS Data, subject to Merchant's ownership of Merchant Data. BBS's collection, use, and disclosure of Merchant Data shall comply with applicable data-protection and privacy laws.
15. Feedback. If Merchant or any of its employees, contractors, or agents provides suggestions, recommended changes, ideas, comments, questions, or other feedback relating to the POS System or related services ("Feedback"), Merchant grants BBS, Round 2, and their respective affiliates and licensors a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free license to use, reproduce, modify, distribute, commercialize, and otherwise exploit the Feedback for any purpose without attribution or compensation. Merchant represents that it has sufficient rights to provide the Feedback and grant this license. Feedback does not include Merchant Data or Merchant's Confidential Information merely because such information accompanies the Feedback.
16. Acceptable Use. Merchant shall not, and shall not permit any third party to, use the POS System or any related services: (a) in violation of any applicable law, regulation, Card Brand Rules or third-party right; (b) to transmit any viruses, malware, or harmful code; (c) to engage in any fraudulent, deceptive, or misleading activities; or (d) for any purpose that infringes, misappropriates, or otherwise violates the intellectual property or other rights of any person.
17. Audit Rights. Upon at least ten (10) business days' prior written notice, Merchant shall permit BBS or a designated third-party auditor bound by confidentiality obligations to audit records, systems,

and facilities reasonably relevant to verifying Merchant's compliance with the license restrictions, security obligations, PCI DSS requirements, and payment obligations under this Agreement. An ordinary compliance audit may occur no more than once in any twelve (12)-month period, unless BBS reasonably suspects a material breach, a security incident has occurred, or a Processor, Card Brand, governmental authority, or applicable law requires additional review. Audits shall occur during normal business hours, be limited to the scope reasonably necessary for the stated purpose, comply with Merchant's reasonable site-security requirements, and not unreasonably interfere with Merchant's operations.

18. Return of the POS System. Upon expiration or termination of this Agreement, Merchant shall return or make available for pickup all BBS-Owned Hardware in good working order and condition, reasonable wear and tear excepted. Merchant shall not be required to return Hardware expressly identified in the Order Form as sold to Merchant. If Merchant inadvertently returns property that is not owned by BBS, BBS will use commercially reasonable efforts to notify Merchant and make the property available for return at Merchant's reasonable expense. If Merchant fails to return BBS-Owned Hardware as required, Merchant shall reimburse BBS for reasonable costs and expenses incurred to recover or reacquire it, including collection costs, attorneys' fees, and court costs to the extent permitted by law, in addition to other remedies available under this Agreement or applicable law.
19. Indemnity. Merchant shall indemnify, defend, and hold harmless BBS and its affiliates, licensors (including Round 2), officers, directors, employees, contractors, representatives, agents, processors, successors, permitted assigns, and sponsoring or acquiring financial institutions (collectively, the "BBS Indemnified Parties") from and against third-party claims, actions, demands, investigations, or proceedings (collectively, "Claims") and resulting losses, damages, liabilities, judgments, settlements, penalties, fines, costs, and reasonable attorneys' fees (collectively, "Losses") to the extent arising out of or relating to: (i) Merchant's breach of this Agreement; (ii) Merchant's unauthorized modification or misuse of the POS System, including an intellectual-property claim caused by such modification or misuse; (iii) Merchant's negligence, gross negligence, or willful misconduct; (iv) Merchant's violation of applicable law, regulation, or Card Brand Rules; (v) Merchant's failure to comply with applicable data-security or privacy requirements; or (vi) Merchant's breach of the MPA. The applicable BBS Indemnified Party shall promptly notify Merchant of a Claim, and failure to provide prompt notice relieves Merchant of its obligations only to the extent Merchant is materially prejudiced by the delay. Merchant shall control the defense of a covered Claim with counsel reasonably acceptable to BBS, provided that the BBS Indemnified Parties may participate with counsel at their own expense and may assume control of the defense at Merchant's expense at their election, including if a material conflict of interest exists or Merchant fails to defend the Claim diligently. Merchant shall not settle a Claim without BBS's prior written consent if the settlement imposes any admission of fault, non-monetary obligation, restriction, or liability on a BBS Indemnified Party or fails to provide the BBS Indemnified Parties a full release. Merchant's duty to defend applies upon tender of a Claim that is reasonably within the scope of this Section.
20. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BBS NOR ITS AFFILIATES OR LICENSORS SHALL BE LIABLE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY: (A) FOR INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (B) FOR LOSS OF USE, INACCURACY, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY,

LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION; (C) FOR CHARGEBACKS OR PROCESSOR PENALTIES OR FINES RESULTING FROM MERCHANT'S NON-COMPLIANCE WITH THE MPA OR CARD BRAND RULES; OR (D) FOR MATTERS BEYOND THEIR REASONABLE CONTROL, IN EACH CASE WHETHER OR NOT FORESEEABLE, EVEN IF BBS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF THE LOSS OR DAMAGE AND EVEN IF A REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

21. **Aggregate Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF BBS AND ITS AFFILIATES AND LICENSORS FOR ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION, WHETHER CONSIDERED INDIVIDUALLY OR IN THE AGGREGATE, OF MERCHANT, ITS AUTHORIZED USERS, AND ANY PERSON CLAIMING THROUGH OR ON BEHALF OF MERCHANT, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ORDER FORM, THE POS SYSTEM, THE PLATFORM, THE HARDWARE, OR ANY RELATED SERVICES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, INDEMNITY, WARRANTY, MISREPRESENTATION, OR ANY OTHER THEORY, SHALL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000) IN THE AGGREGATE FOR ALL SUCH CLAIMS TAKEN TOGETHER. THAT AMOUNT IS A SINGLE, CUMULATIVE LIMIT: IT IS NOT A PER-CLAIM, PER-CLAIMANT, PER-EVENT, OR PER-YEAR LIMIT, AND THE EXISTENCE OF MORE THAN ONE CLAIM, CLAIMANT, EVENT, OCCURRENCE, ORDER FORM, LOCATION, OR CONTRACT YEAR DOES NOT INCREASE IT. EACH AMOUNT PAID BY OR ON BEHALF OF BBS, ITS AFFILIATES, OR ITS LICENSORS IN RESPECT OF ANY SUCH CLAIM REDUCES THE REMAINING LIMIT AVAILABLE FOR ALL OTHER CLAIMS. NOTWITHSTANDING THE FOREGOING, THE TOTAL LIABILITY OF ROUND 2 TO MERCHANT IS GOVERNED BY, AND IS NOT INCREASED BEYOND, THE LIMITATION OF LIABILITY IN THE ROUND 2 TERMS. THE AMOUNTS RECOVERABLE UNDER THIS SECTION 21 AND UNDER THAT LIMITATION ARE AGGREGATE AND NOT CUMULATIVE AND ARE DETERMINED ONCE ACROSS THIS AGREEMENT AND THE ROUND 2 TERMS TAKEN TOGETHER, AND NOT ONCE PER AGREEMENT, PER CLAIM, PER CLAIMANT, PER EVENT, PER LOCATION, OR PER CONTRACT YEAR.
22. **Risk of Loss and Insurance.** Upon delivery, Merchant assumes the risk of physical loss, damage, theft, or destruction of BBS-Owned Hardware while it is in Merchant's possession or control, except to the extent directly caused by BBS or its representatives. If BBS-Owned Hardware is lost, stolen, destroyed, rendered unusable, or otherwise cannot be returned, Merchant shall promptly notify BBS and pay: (i) accrued and unpaid Fees attributable to the affected Hardware; plus (ii) the fair market value or reasonable replacement cost of the affected Hardware, as reasonably determined by BBS (the "Casualty Value"). Upon BBS's receipt of the Casualty Value and other amounts then due for the affected Hardware, Merchant's obligation to pay future Fees attributable solely to that Hardware shall cease. During the Term, Merchant shall maintain: (a) Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence and in the aggregate, or such other limits stated on the Order Form; (b) Workers' Compensation Insurance as required by applicable law and Employers' Liability Insurance with limits of at least five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) each employee for disease, and five hundred thousand dollars (\$500,000) policy limit for disease; and (c) property insurance sufficient to cover the replacement value of BBS-Owned Hardware in Merchant's possession or control against commercially reasonable risks of physical loss or damage, with BBS named as loss payee as its interests may appear.

Upon BBS's written request, Merchant shall name BBS as an additional insured on the Commercial General Liability policy and as loss payee on the property policy, in each case to the extent commercially available, and shall request that the applicable liability and property policies include a waiver of subrogation in favor of BBS. Merchant's obligation to pay the Casualty Value under this Section is not limited or excused by the availability, scope, or proceeds of any insurance. Merchant shall use commercially reasonable efforts to obtain at least thirty (30) days' prior notice to BBS of cancellation or nonrenewal of coverage where such notice is available from the insurer. Upon BBS's reasonable request, Merchant shall provide certificates of insurance or other reasonable evidence of the required coverage.

23. Term and Termination. This Agreement is effective on the date Merchant signs the Order Form (the "Effective Date") and continues on a month-to-month basis until terminated. Either Party may terminate this Agreement for convenience effective at the end of any monthly billing cycle upon at least thirty (30) days' prior written Notice to the other Party. BBS may terminate immediately by Notice if Merchant: (i) commits fraud, uses the POS System unlawfully, creates a material security risk, or commits a breach that cannot reasonably be cured; (ii) fails to cure a material breach, including nonpayment, within ten (10) days after Notice; (iii) transfers this Agreement or non-purchased Hardware without required consent; or (iv) the MPA terminates or Merchant ceases required processing. Upon termination, Merchant shall make all BBS-Owned Hardware available for pickup. If it is not readily available, Merchant shall pay one-thirtieth (1/30th) of the monthly Fees attributable to that Hardware for each day it remains unavailable, plus the reasonable costs of recovery. Subject to payment of undisputed amounts due, Merchant may request, during the thirty (30) days after termination, an export of Merchant Data then reasonably available to BBS in a standard format. Termination does not affect accrued obligations or obligations under the MPA.

No early termination fee applies. If, however, BBS paid documented up-front costs on Merchant's behalf in connection with Merchant's onboarding, including any buyout, early-termination, or conversion amount BBS paid to Merchant's prior processor or point-of-sale provider, then if this Agreement terminates before the twenty-fourth (24th) monthly billing cycle after the Effective Date for any reason other than BBS's uncured material breach, Merchant shall reimburse BBS the unrecovered portion of those costs (the "Unrecovered Onboarding Costs"). The Unrecovered Onboarding Costs equal the documented amount BBS paid, divided by twenty-four (24) and multiplied by the number of monthly billing cycles remaining in that twenty-four (24) cycle period as of the effective date of termination. BBS shall provide Merchant with reasonable documentation of the amount paid on request, and shall credit against the Unrecovered Onboarding Costs any amount Merchant has already paid BBS in respect of the same costs. If BBS paid no such costs, no amount is payable under this paragraph. Nothing in this paragraph entitles BBS to recover Fees for any period after the effective date of termination.

24. Remedies. If Merchant breaches this Agreement, BBS may, subject to applicable notice and cure requirements: (i) suspend or deactivate affected access where reasonably necessary to protect BBS, Round 2, the Processor, Card Brands, the POS System, or other users; (ii) lawfully recover BBS-Owned Hardware; (iii) cure a breach at Merchant's reasonable expense where necessary to protect the POS System or BBS-Owned Hardware; (iv) terminate this Agreement and recover accrued unpaid Fees, other amounts due, and reasonable enforcement costs to the extent permitted by law; (v) seek legally available equitable relief; and (vi) exercise other available remedies. BBS may not recover Fees for periods after the effective date of termination except

amounts attributable to unreturned Hardware, Unrecovered Onboarding Costs under Section 23, or other accrued obligations expressly stated in this Agreement.

25. Survival. Any provision of this Agreement that, by its nature or to give full effect to its meaning and intent, is intended to survive expiration or termination shall remain in full force and effect following the expiration or earlier termination of this Agreement, including without limitation any provisions relating to confidentiality, intellectual property ownership, indemnification, limitations of liability, payment obligations, and dispute resolution.
26. Export Compliance. Merchant shall not export, re-export, transfer, or use the POS System or related services in violation of applicable export-control laws or regulations, including the U.S. Export Administration Regulations and economic-sanctions laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control. Merchant represents that it is not located in, organized under the laws of, or controlled by a country or territory in which use of the POS System would violate applicable U.S. trade sanctions.
27. Third-Party Services. The Platform may contain links to or integrations with third-party services that are not under the control of BBS. BBS is not responsible for the content, functionality, or availability of such third-party services. Merchant's use of any third-party services is governed by the terms and conditions of such third parties.
28. Service Levels. Except for the express support obligations in Section 12 or any written service level expressly stated in the Order Form, BBS does not guarantee uninterrupted, error-free, or secure access to the POS System. Operation may be interrupted by maintenance, updates, internet or telecommunications failures, third-party services, security events, or other causes beyond BBS's reasonable control. Where practicable, BBS will use commercially reasonable efforts to provide advance notice of scheduled maintenance that is reasonably expected to cause a material service interruption.
29. Business Continuity and Disaster Recovery. Merchant shall implement and maintain commercially reasonable business continuity and disaster recovery plans designed to ensure the continued operation of its business and its ability to use the POS System and any related services in the event of any disaster, system failure, or other business interruption and to retain Merchant Data.
30. Electronic Acceptance. To the extent permitted by applicable law, Merchant's electronic acceptance of the EULA, Round 2 Terms, policies, consents, or updates presented through the Platform has the same legal effect as a manual signature or other written acceptance. Amendments to this Agreement are governed by Section 36, amendments to the MPA are governed by the MPA, and changes to the Order Form are governed by the Order Form and Section 36, as applicable.
31. Regulated Product Compliance. Merchant is solely responsible for complying with all applicable laws and regulations governing the sale of regulated products, including alcohol, tobacco, and other age-restricted items, and for implementing appropriate age-verification procedures. Merchant is also solely responsible for its business operations and for the quality, safety, labeling, and lawful sale of the products, food, beverages, or services that Merchant sells or otherwise provides.

32. Notices. Each Party shall deliver notices, requests, consents, claims, demands, waivers, and other communications required or permitted under this Agreement (each, a “Notice”) in writing and addressed to the other Party at the address or email address stated on the Order Form or, in the case of BBS, at Butler Business Systems, LLC, 1735 N. Main St. Ext., Butler, PA 16001, Attention: Legal, or to another address designated by Notice. Notices may be delivered by personal delivery, nationally recognized same-day or overnight courier with fees prepaid, email attaching a PDF or other non-editable copy, or certified or registered mail, return receipt requested, postage prepaid. A Notice is deemed given: (a) if personally delivered or delivered by courier, on receipt; (b) if sent by email, on the date of transmission if sent before 5:00 p.m. Eastern Time on a business day, and otherwise on the next business day, in each case unless the sender receives an automated message indicating that the email was not delivered; or (c) if sent by certified or registered mail, on the third business day after mailing.
33. Applicable Law and Forum Choice. This Agreement and all matters arising out of or relating to it, whether sounding in contract, tort, or statute, are governed by the laws of the Commonwealth of Pennsylvania, without giving effect to conflict-of-laws principles that would require application of the laws of another jurisdiction. Each Party irrevocably and unconditionally agrees that any action, litigation, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be brought exclusively in the United States District Court for the Western District of Pennsylvania or, if that court lacks subject-matter jurisdiction, in a court of the Commonwealth of Pennsylvania sitting in Butler County, and in any appellate court having jurisdiction over appeals from those courts. Each Party submits to the personal jurisdiction of such courts and agrees that a final judgment may be enforced in any jurisdiction in any manner provided by law.
34. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY AGREEMENT REFERENCED IN THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
35. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
36. Amendments. This Agreement may be amended by a writing signed by the Parties. BBS may amend generally applicable operational terms, support procedures, or pass-through costs upon at least thirty (30) days’ prior Notice, or sooner when reasonably necessary for law, Card Brand, Processor, licensor, urgent security, or fraud-prevention requirements. BBS may not unilaterally change Hardware ownership, selected quantities or locations, negotiated one-time charges, liability limitations, indemnification, intellectual-property ownership, data rights, confidentiality, dispute provisions, or the month-to-month Term. If Merchant rejects a material adverse

amendment, Merchant may terminate before its effective date without post-termination Fees, subject to accrued obligations and the separate MPA.

37. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for a failure or delay in performing any term of this Agreement, except an obligation to pay amounts already due, to the extent caused by events beyond the affected Party's ("Impacted Party") reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic, or explosion; (c) war, invasion, hostilities, terrorism, riot, or civil unrest; (d) governmental orders, laws, or actions; (e) embargoes or blockades; (f) national or regional emergencies; (g) strikes, labor stoppages, slowdowns, or other industrial disturbances; (h) telecommunications failures, power outages or shortages, inadequate transportation services, or inability or delay in obtaining adequate supplies; and (i) similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give Notice as soon as reasonably practicable after becoming aware of the Force Majeure Event, describe the expected effect on performance, use commercially reasonable efforts to mitigate the effects, and resume performance as soon as reasonably practicable.
38. Assignment. Merchant shall not assign or otherwise transfer this Agreement or any of its rights or obligations, or delegate any duty, without BBS's prior written consent. Any purported assignment or delegation in violation of this Section is void to the extent permitted by law. BBS may assign or transfer this Agreement, in whole or in part, without Merchant's consent to an affiliate, successor, purchaser of substantially all relevant assets or business, financing provider, or other entity that assumes the applicable obligations. No permitted assignment relieves the assigning Party of accrued obligations unless the other Party agrees in writing. This Agreement binds and benefits the Parties and their respective successors and permitted assigns.
39. Independent Contractors. The Parties are independent contractors under this Agreement. Nothing in this Agreement creates an agency, partnership, joint venture, employment, fiduciary, or other similar relationship between the Parties, and neither Party has authority to bind the other except as expressly stated in writing.
40. No Waiver. No waiver under this Agreement is effective unless it is in writing, identifies the right or provision being waived, and is signed by an authorized representative of the waiving Party. A waiver on one occasion is effective only for that instance and purpose and does not operate as a future waiver. Neither (i) any failure or delay in exercising a right, remedy, power, or privilege or enforcing a condition under this Agreement, nor (ii) any act, omission, or course of dealing between the Parties constitutes a waiver or estoppel.
41. Counterparts. The Order Form incorporating this Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one agreement. The Parties' signatures need not appear on the same counterpart. Delivery of an executed signature page by facsimile, electronic mail in portable document format (.pdf), or another electronic means intended to preserve the document's original appearance has the same effect as delivery of an executed original. This Agreement may be executed by manual or electronic signature; each Party agrees that an electronic signature is intended to authenticate this writing and has the same force and effect as a manual signature to the extent provided under applicable law.

42. Further Assurances. From time to time, at BBS's reasonable request and without additional consideration, Merchant shall furnish BBS with further information or assurances, execute and deliver additional documents or instruments, and take other actions reasonably necessary to carry out this Agreement and give effect to the transactions contemplated hereby.
43. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
44. Third-Party Beneficiaries. Round 2 is an intended third-party beneficiary of provisions of this Agreement that expressly confer rights or protections on BBS's licensors, including Sections 4, 5, 8, 9, 11, 13 through 16, 19 through 21, 25 through 27, and this Section 44, and may enforce those provisions directly to the extent of the benefit conferred. Except as expressly provided in this Section, this Agreement is solely for the benefit of the Parties and their permitted successors and assigns and creates no rights in any other person or entity.