

END USER LICENSE AGREEMENT

For use of the Round 2 POS System by Merchant

Effective Date	_____, 2026
Merchant	[MERCHANT LEGAL NAME]

This End User License Agreement (this "EULA") is entered into as of the Effective Date by and between Round 2 POS, Inc. ("Round 2") and the merchant identified above or, if this EULA is accepted electronically or by access or use of the POS System, the merchant that accepts this EULA as described in Section 2.1 ("Merchant"). Round 2 and Merchant may each be referred to as a "Party" and collectively as the "Parties."

RECITALS

- A. Round 2 owns or licenses the software platform used in the Round 2 point-of-sale system.
- B. Merchant has obtained or may obtain Hardware, installation, onboarding, training, support, payment-processing referral services, or other services relating to the POS System from an independent reseller under one or more separate agreements between Merchant and that reseller.
- C. Merchant wishes to use the POS System for its internal business operations, and Round 2 is willing to grant Merchant a limited license to use the Platform on the terms of this EULA.
- D. The Parties wish to clearly identify their respective rights and obligations and the separate roles of any reseller, payment processor, sponsor bank, and other third-party provider.

NOW, THEREFORE, in consideration of the mutual promises contained in this EULA, the Parties agree as follows:

1. DEFINITIONS

- 1.1 Authorized User** means an employee, officer, contractor, agent, or representative of Merchant whom Merchant authorizes to access and use the POS System solely for Merchant's internal business operations. Reseller personnel are not Authorized Users except to the limited extent Merchant authorizes support access under Section 3.4.
- 1.2 Card Brand** means Visa, Mastercard, Discover, American Express, and any other payment card network, debit network, payment instrument issuer, payment methodology, or related association whose rules apply to Merchant's payment transactions.
- 1.3 Hardware** means terminals, displays, monitors, payment devices, printers, cash drawers, scanners, scales, tablets, handheld devices, peripherals, and other equipment used with the Platform. Unless Round 2 expressly agrees otherwise in a separate signed writing, Hardware is manufactured, sold, leased, installed, and warranted by third parties, including an applicable reseller or manufacturer, and not by Round 2.
- 1.4 Intellectual Property Rights** means all patent rights, copyrights, trademarks, service marks, trade names, trade dress, domain names, design rights, database rights, trade secrets, know-how, moral rights, and other proprietary rights, whether registered or unregistered, together with all applications, registrations, renewals, extensions, and rights to claim priority relating to any of the foregoing.
- 1.5 Merchant Data** means information, records, content, and data submitted to, stored in, or generated through the POS System by or on behalf of Merchant or its Authorized Users, excluding Usage Data and Round 2's software, documentation, configuration tools, and other proprietary materials.
- 1.6 Merchant Processing Agreement ("MPA")** means the separate agreement governing payment-processing and merchant-acquiring services among Merchant, the applicable payment processor, the sponsor bank, and any other party identified in that agreement.
- 1.7 Platform** means Round 2's proprietary or licensed operating system, software, firmware, applications, interfaces, APIs, documentation, tools, configurations, components, and related updates, bug fixes, maintenance releases, and enhancements made available by Round 2 for use with the POS System.

- 1.8 POS System** means the point-of-sale system consisting of the Platform as used with compatible Hardware and authorized third-party services.
- 1.9 Reseller** means an independent reseller through which Merchant obtains or may obtain Hardware, installation, onboarding, training, support, payment-processing referral services, or other services relating to the POS System. A Reseller is not a Party to this EULA and has no rights or obligations under this EULA merely because it provides services to Merchant.
- 1.10 Third-Party Services** means payment processing, banking, telecommunications, internet access, cloud services, integrations, applications, content, and other products or services provided by a person other than Round 2.
- 1.11 Usage Data** means technical, diagnostic, operational, telemetry, and usage information relating to the operation, support, security, and performance of the POS System that does not identify Merchant, an Authorized User, or an individual when used outside Round 2's provision of services to Merchant.
- 1.12 Term** has the meaning stated in Section 13.1.
- 1.13 Effective Date** means the earliest of: (a) the date Merchant signs this EULA; (b) the date Merchant, or a person acting on Merchant's behalf, indicates acceptance of this EULA electronically, including by clicking, tapping, or checking a box or button; and (c) the date Merchant or any Authorized User first accesses or uses the POS System.

2. ACCEPTANCE; LICENSE GRANT

- 2.1 Acceptance and Authority.** Merchant accepts this EULA by signing it; by clicking, tapping, or checking a box, button, or similar mechanism indicating acceptance during activation, onboarding, account setup, or login; by accessing or using the POS System; or by authorizing another person to access or use the POS System on Merchant's behalf. IF MERCHANT DOES NOT AGREE TO THIS EULA, MERCHANT MUST NOT ACCESS OR USE, AND MUST NOT PERMIT ANY PERSON TO ACCESS OR USE, THE POS SYSTEM. If applicable, each person signing this EULA represents that the person is at least eighteen years old and has authority to bind the organization on whose behalf the person signs. A person who lacks that authority may not accept this EULA or use the POS System on behalf of that organization. A Reseller may present this EULA to Merchant and may transmit or record Merchant's acceptance solely as a ministerial act; doing so does not make the Reseller Round 2's agent for any other purpose and does not authorize the Reseller to modify this EULA.
- 2.2 License to Merchant.** Subject to Merchant's and its Authorized Users' continued compliance with this EULA, Round 2 grants Merchant, during the Term, a limited, non-exclusive, non-transferable, non-sublicensable, and revocable (as provided in this EULA) license to access and use the Platform with compatible Hardware solely for Merchant's internal business operations in the United States. No license is granted to any affiliate, franchisee, customer, or other third party unless Round 2 expressly agrees in writing.
- 2.3 Authorized Users.** Merchant may permit Authorized Users to use the POS System within the scope of the license granted to Merchant. Merchant is responsible for all acts and omissions of its Authorized Users and for ensuring that each Authorized User complies with this EULA.
- 2.4 Updates and Changes.** Round 2 may update, modify, replace, or discontinue features of the Platform from time to time to maintain security, improve performance, comply with law or Card Brand requirements, support Third-Party Services, or otherwise operate its business. Round 2 will use commercially reasonable efforts to avoid materially reducing the core functionality of the Platform during the Term, except when a change is required for security, legal, regulatory, or third-party dependency reasons.
- 2.5 Reservation of Rights.** The license in Section 2.2 is the only license granted under this EULA. Round 2 and its licensors reserve all rights not expressly granted to Merchant.
- 2.6 Records of Acceptance.** Round 2 and its service providers may maintain electronic records of Merchant's acceptance of this EULA, including the date, time, and method of acceptance, the version of this EULA accepted, and the account, device, or person through which acceptance occurred. Absent manifest error, those records are conclusive evidence of Merchant's acceptance, and an electronic or printed copy of this EULA and of those records will be admissible in any proceeding to the same extent as an original signed agreement.

3. RESELLER RELATIONSHIP AND SUPPORT BOUNDARIES

- 3.1 Independent Reseller.** Merchant acknowledges that each Reseller is an independent contractor and is not Round 2's employee, agent, partner, joint venturer, payment processor, acquiring bank, or issuing bank. No Reseller has authority to bind Round 2, incur obligations on Round 2's behalf, alter this EULA, or make commitments, representations, guarantees, or warranties on behalf of Round 2.
- 3.2 Separate Reseller Services.** Any Hardware sale or rental, installation, onboarding, training, first-line support, payment-processing referral, or other service provided by a Reseller is governed solely by the separate agreement between Merchant and that Reseller. Round 2 is not a party to that agreement and does not assume the Reseller's obligations.
- 3.3 Reseller Representations.** Merchant will not rely on a Reseller's statement that Round 2 manufactures or warrants Hardware, processes payment transactions, guarantees legal compliance, or provides a warranty, service level, refund, credit, or other commitment unless the statement is expressly included in a writing signed by Round 2.
- 3.4 Limited Reseller Access.** Merchant may authorize a Reseller to access Merchant's POS System only to the minimum extent reasonably necessary to install, configure, train, troubleshoot, support, or deactivate the POS System for Merchant. Merchant is responsible for the scope of access it authorizes and will promptly revoke access that is no longer required. Round 2 may restrict or disable Reseller access that Round 2 reasonably believes is unauthorized, insecure, unlawful, or inconsistent with its support procedures.
- 3.5 Support and Escalation.** Merchant's Reseller may serve as Merchant's primary support contact and may escalate Platform issues to Round 2 under Round 2's reseller support procedures. Round 2 has no obligation to provide Merchant-facing support or any service level except as expressly stated in a separate written agreement signed by Round 2.
- 3.6 Reseller Commercial Terms.** Any price, rental, installation, maintenance, service, refund, credit, or other commercial term between Merchant and a Reseller is governed solely by their separate agreement. Round 2 is not responsible for a Reseller's acts, omissions, fees, refunds, credits, Hardware obligations, or other commitments. Payment of amounts owed to a Reseller does not create any payment obligation to Round 2, and the license under this EULA is not conditioned on payment to Round 2 unless Merchant separately owes Round 2 amounts under a signed writing.
- 3.7 No Transfer of Merchant License.** A Reseller does not acquire Merchant's license and may not resell, sublicense, or otherwise transfer the Platform on Merchant's behalf. Any access granted to Reseller personnel is limited to the support access permitted under Section 3.4 and must end when no longer needed for those purposes.

4. PAYMENT PROCESSING AND THIRD-PARTY SERVICES

- 4.1 Separate Payment-Processing Relationship.** Round 2 does not process payment card transactions and is neither a payment processor nor an acquiring or issuing bank. Payment-processing and merchant-acquiring services are provided by independent third parties under the MPA. The processor and sponsor bank may change without requiring an amendment to this EULA.
- 4.2 MPA Controls Processing Services.** The MPA, not this EULA, governs authorization, settlement, funding, reserves, chargebacks, retrieval requests, transaction monitoring, processor fees, Card Brand assessments, and other payment-processing matters. Neither Round 2 nor any Reseller may alter the MPA unless expressly authorized by the parties to the MPA.
- 4.3 Third-Party Services.** The POS System may enable access to or integration with Third-Party Services. Third-Party Services are governed by their providers' terms and privacy practices. Round 2 does not control and is not responsible for the availability, performance, security, accuracy, acts, or omissions of any Third-Party Service provider.
- 4.4 Authorized Integrations.** Merchant may connect the POS System, directly or through an authorized Reseller, only to Hardware, processors, applications, and other services authorized by Round 2. Round 2 may disable an unauthorized or insecure integration if Round 2 reasonably believes it threatens the security, integrity, availability, or lawful operation of the POS System.

5. MERCHANT COVENANTS AND RESPONSIBILITIES

- 5.1 Lawful Use and Compliance.** Merchant will, and will cause each Authorized User to, use the POS System only for lawful business purposes and in compliance with applicable federal, state, and local laws; applicable privacy, consumer-protection, employment, wage-and-hour, recordkeeping, tax, and data-security requirements; the then-current Payment Card Industry Data Security Standard (PCI DSS); the MPA; and applicable Card Brand rules.
- 5.2 No Compliance Guarantee.** The POS System is a business operations tool and is not legal, tax, accounting, employment, security, or compliance advice. Round 2 does not represent or warrant that use of the POS System will ensure Merchant's compliance with any law, regulation, Card Brand rule, MPA requirement, PCI DSS requirement, or recordkeeping obligation. Merchant remains solely responsible for determining and satisfying the requirements applicable to its business, employees, customers, and transactions.
- 5.3 Accuracy and Legality of Merchant Data.** Merchant is responsible for the accuracy, completeness, adequacy, and legality of Merchant Data and for obtaining all notices, consents, and permissions required to collect, submit, store, use, disclose, or otherwise process Merchant Data through the POS System. Round 2 has no independent obligation to verify Merchant Data and is not liable for losses resulting from inaccurate, incomplete, unlawful, or incorrectly entered Merchant Data.
- 5.4 Credentials and Account Security.** Merchant will issue credentials only to Authorized Users, maintain the confidentiality of activation codes, usernames, passwords, and other sign-on credentials, require unique credentials for each Authorized User, use commercially reasonable authentication and access controls, and promptly disable access when an Authorized User no longer requires it. Credentials may not be shared.
- 5.5 Connectivity and Local Environment.** Merchant is responsible for suitable and secure internet connectivity, Wi-Fi, local networks, power, compatible Hardware, endpoint security, firewalls, anti-malware protection, encryption where appropriate, and the physical security of its locations and devices. Merchant acknowledges that interruptions or failures in these items may affect access to Merchant Data, remote support, payment processing, and operation of the POS System.
- 5.6 Backups and Offline Transactions.** Merchant is responsible for maintaining any backups outside the POS System that Merchant reasonably requires and for reviewing and reconciling transactions initiated while any device or network is offline. Merchant bears the risk that an offline transaction may later be declined, duplicated, delayed, reversed, or otherwise fail to settle.
- 5.7 Incident Notification.** Merchant will promptly notify Round 2, directly or through its Reseller, if Merchant knows or reasonably suspects that credentials have been compromised, an unauthorized person has accessed the POS System, Merchant Data has been lost or disclosed without authorization, or Merchant's systems may create a security risk to the POS System. Merchant will reasonably cooperate with investigation, containment, remediation, and legally required notices.
- 5.8 Responsibility for Use.** Merchant is responsible for all activity occurring through Merchant's accounts, devices, credentials, and Authorized Users, whether or not that activity is authorized by Merchant, except to the extent directly caused by Round 2's breach of this EULA.

6. USE RESTRICTIONS

Merchant will not, and will not permit or assist any person to:

- (a) access or use the POS System except as expressly authorized by this EULA or Round 2's written instructions;
- (b) allow an unauthorized person to access or use the POS System, Merchant Data, credentials, or nonpublic documentation;
- (c) reverse engineer, decompile, disassemble, decode, translate, or attempt to derive the source code, object code, architecture, ideas, algorithms, or nonpublic structure of the Platform, except to the limited extent a restriction is prohibited by applicable law;
- (d) copy, modify, adapt, translate, create derivative works from, or otherwise alter the Platform or documentation, except for copies of documentation reasonably necessary for Merchant's internal use;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, timeshare, pledge, encumber, transfer, or otherwise make the Platform or its functionality available to a third party, including as a service bureau or managed service, except for limited Reseller support access expressly authorized under Section 3.4;

- (f) remove, alter, obscure, or misrepresent any copyright, trademark, patent, confidentiality, or other proprietary notice appearing in or with the POS System;
- (g) circumvent or disable security, authentication, licensing, usage, or access-control measures;
- (h) conduct vulnerability scanning, penetration testing, load testing, or security testing of the Platform or Round 2's network without Round 2's prior written authorization;
- (i) introduce malicious code, interfere with the operation of the POS System, disrupt another customer, or impose an unreasonable or disproportionately large load on Round 2's systems, networks, or infrastructure;
- (j) use the POS System for fraudulent, deceptive, unlawful, infringing, or abusive activity;
- (k) use the Platform to build, train, benchmark, or support a competing point-of-sale, payment-processing, or integrated commerce product, or publicly disclose benchmark or performance results without Round 2's prior written consent;
- (l) connect or use Hardware, software, processors, or integrations not authorized by Round 2 if doing so could impair security, compatibility, supportability, or compliance;
- (m) access or use the Platform from outside the United States, or export or re-export it, except as expressly authorized by Round 2 and permitted by applicable export-control and sanctions laws; or
- (n) copy or imitate any feature, function, screen, workflow, structure, sequence, organization, text, or graphic of the Platform except as permitted by applicable law.

7. OWNERSHIP; MERCHANT DATA; FEEDBACK

- 7.1 Round 2 Property.** As between the Parties, Round 2 and its licensors own all right, title, and interest in and to the Platform, POS System, documentation, configurations, updates, improvements, derivative works, Usage Data, and all related Intellectual Property Rights. Except for the limited rights expressly granted in this EULA, Merchant acquires no ownership interest in any of the foregoing.
- 7.2 Merchant Data.** As between Round 2 and Merchant, Merchant retains its rights in Merchant Data. Merchant grants Round 2 and its service providers a non-exclusive, worldwide, royalty-free license during the Term and for any legally required retention period to host, copy, transmit, display, modify, and otherwise process Merchant Data only as reasonably necessary to provide, secure, support, maintain, and improve the POS System; comply with law; enforce this EULA; and prevent or investigate fraud, abuse, or security incidents.
- 7.3 Usage Data.** Round 2 may collect and use Usage Data to operate, support, secure, analyze, and improve the POS System; develop products and services; and prepare reports and analytics. Round 2 will not disclose Usage Data in a manner that identifies Merchant or an individual except as permitted by this EULA, Merchant's instructions, or applicable law.
- 7.4 Feedback.** If Merchant or any of its personnel provides suggestions, enhancement requests, recommendations, corrections, ideas, or other feedback regarding the POS System (collectively, "Feedback"), Merchant grants Round 2 a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free right to use, disclose, reproduce, modify, distribute, commercialize, and otherwise exploit that Feedback without restriction or obligation.
- 7.5 Data Export and Retention.** Merchant is responsible for exporting or retaining copies of Merchant Data that Merchant may need before the Term ends. Following termination, Round 2 may disable access to and delete Merchant Data in accordance with its standard retention practices, subject to applicable law, the MPA, and any separate written data-retention commitment signed by Round 2.

8. PRIVACY, SECURITY, AND CONFIDENTIALITY

- 8.1 Privacy Policy.** Round 2's then-current privacy policy, available at www.r2pos.com/privacy, describes Round 2's collection and use of personal information. The privacy policy is incorporated into this EULA for those purposes. If this EULA conflicts with an online policy, this EULA controls except to the extent the online policy is required to provide a legally mandated privacy notice.
- 8.2 Security Responsibilities.** Each Party will use commercially reasonable administrative, technical, and physical safeguards appropriate to the nature of the information it processes and the risks presented by its activities. Merchant remains responsible for the security of its personnel, systems, networks, devices, credentials, and access to Merchant Data, including access Merchant authorizes for a Reseller or other third party.

8.3 Confidential Information. "Confidential Information" means nonpublic information disclosed by or on behalf of a Party that is identified as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure. Round 2's Confidential Information includes the nonpublic aspects of the Platform, documentation, security information, pricing provided directly by Round 2, and product roadmaps. Merchant's Confidential Information includes nonpublic Merchant Data. Confidential Information does not include information that the receiving Party can document: (a) is or becomes public through no breach of this EULA; (b) was lawfully known without restriction before disclosure; (c) is received lawfully from a third party without a confidentiality duty; or (d) is independently developed without use of the disclosing Party's Confidential Information.

8.4 Confidentiality Obligations. The receiving Party will use the disclosing Party's Confidential Information only to exercise rights or perform obligations under this EULA, will protect it using at least reasonable care, and will disclose it only to personnel and service providers who need to know it and are bound by confidentiality obligations. A receiving Party may disclose Confidential Information when legally required, provided it gives prior notice when legally permitted and reasonably cooperates with efforts to seek confidential treatment.

8.5 Equitable Relief. Unauthorized use or disclosure of Confidential Information or infringement of Intellectual Property Rights may cause irreparable harm for which monetary damages are inadequate. The injured Party may seek appropriate injunctive or equitable relief in addition to other available remedies, without waiving any requirement imposed by applicable law.

9. HARDWARE, THIRD-PARTY SERVICES, AND SUPPORT

9.1 Hardware. Unless Round 2 expressly agrees otherwise in a signed writing, Round 2 does not manufacture, sell, lease, install, maintain, or warrant Hardware. Any Hardware warranty, replacement, repair, return, rental, or support obligation is provided solely by the applicable Reseller, manufacturer, or other third party under its separate terms. Round 2 is not liable for defects, failures, incompatibility, damage, loss, or other issues caused by Hardware.

9.2 Third-Party Providers. Round 2 is not responsible for payment processors, sponsor banks, internet service providers, telecommunications providers, cloud providers, Card Brands, or other Third-Party Services, including their outages, delays, security incidents, data practices, errors, denials, reversals, chargebacks, fees, fines, or penalties.

9.3 Support Boundaries. An applicable Reseller may provide first-line support as described in Section 3.5. Round 2 may provide second-line or platform-level support to the Reseller under a separate reseller arrangement. Unless Round 2 separately agrees in writing, Round 2 does not guarantee response times, resolution times, uptime, availability, data recovery, or uninterrupted access to the POS System.

10. WARRANTY DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE POS SYSTEM, PLATFORM, DOCUMENTATION, UPDATES, SUPPORT, AND ANY ROUND 2-PROVIDED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." ROUND 2 AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS DISCLAIM ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, QUALITY, ACCURACY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, AND RESULTS. ROUND 2 DOES NOT WARRANT THAT THE POS SYSTEM WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF HARMFUL CODE, COMPATIBLE WITH EVERY DEVICE OR THIRD-PARTY SERVICE, OR SUFFICIENT TO MEET MERCHANT'S BUSINESS, LEGAL, TAX, EMPLOYMENT, SECURITY, PCI DSS, CARD BRAND, OR MPA REQUIREMENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ROUND 2 OR ANY RESELLER CREATES A WARRANTY UNLESS EXPRESSLY STATED IN A SEPARATE WRITING SIGNED BY ROUND 2.

10.1 Communications and Security Limitations. The transfer of data over the internet, telecommunications networks, local networks, and Third-Party Services is subject to delays, outages, interception, failures, and other risks outside Round 2's reasonable control. Round 2 does not warrant that every attack, vulnerability, or security incident will be prevented, detected, reported, or remediated.

10.2 Merchant Environment. Round 2 is not responsible for problems arising from Merchant's or a Reseller's devices, networks, credentials, security controls, configurations, internet connectivity, telecommunications

services, unauthorized modifications, unsupported integrations, or failure to maintain current and commercially reasonable security safeguards.

11. INDEMNIFICATION

11.1 Merchant Indemnity. Merchant will defend, indemnify, and hold harmless Round 2, its affiliates, licensors, service providers, and their respective directors, officers, employees, and agents from and against third-party claims, damages, liabilities, penalties, fines, assessments, chargebacks, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) Merchant Data; (b) Merchant's or an Authorized User's breach or alleged breach of this EULA, the MPA, applicable law, PCI DSS, or Card Brand rules; (c) Merchant's business operations, pricing, employment practices, tax obligations, products, services, customer disputes, or payment-processing practices; (d) fraudulent, unauthorized, or improper transactions submitted by or through Merchant; (e) use of Merchant credentials or accounts by a person other than Round 2; or (f) Merchant's Hardware, networks, security controls, configurations, modifications, or unauthorized integrations.

11.2 Indemnification Procedure. The indemnified party will provide prompt written notice of a claim, provided that delayed notice relieves the indemnifying party only to the extent materially prejudiced by the delay. The indemnifying party may control the defense and settlement with counsel reasonably acceptable to the indemnified party. The indemnified party will reasonably cooperate at the indemnifying party's expense. The indemnifying party may not settle a claim in a manner that admits fault by, imposes nonmonetary obligations on, or fails to fully release the indemnified party without the indemnified party's prior written consent, which will not be unreasonably withheld.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROUND 2, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, OR BUSINESS; BUSINESS INTERRUPTION; COST OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; OR CHARGEBACKS, PROCESSOR HOLDS, RESERVES, FINES, PENALTIES, OR CARD BRAND ASSESSMENTS, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROUND 2'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE POS SYSTEM, THIS EULA, OR THE RELATIONSHIP BETWEEN THE PARTIES WILL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000), REGARDLESS OF THE NUMBER OF CLAIMS, EVENTS, MERCHANT LOCATIONS, AUTHORIZED USERS, OR THEORIES OF LIABILITY.

12.1 Allocation of Risk. The warranty disclaimers and liability limitations in this EULA are fundamental elements of the Parties' agreement and apply to the maximum extent permitted by law. They apply even if Merchant paid no fees directly to Round 2.

12.2 Matters Outside Round 2's Control. Round 2 is not liable for delay, failure, loss, or damage caused by matters beyond its reasonable control, including failures of Hardware, Third-Party Services, payment processors, banks, Card Brands, networks, utilities, telecommunications, internet access, Merchant systems, services provided by a Reseller, cyberattacks not caused by Round 2's breach of this EULA, governmental action, or force majeure events.

12.3 Non-Excludable Liability. Nothing in this EULA excludes or limits liability to the extent that exclusion or limitation is prohibited by applicable law.

13. TERM, SUSPENSION, AND TERMINATION

13.1 Term. This EULA begins on the Effective Date and continues until the earliest of: (a) Round 2 notifies Merchant, directly or through Merchant's Reseller, that Merchant is no longer authorized to use the POS System, effective no earlier than thirty days after the notice, except that Round 2 may suspend or terminate earlier as provided in Section 13.2 or 13.3; (b) the MPA terminates and continued use of the POS System is not authorized by Round 2; (c) Round 2 terminates this EULA under Section 13.3; or (d) Merchant permanently ceases using the POS System and gives written notice to Round 2, directly or through its Reseller. Termination

of this EULA does not terminate or excuse obligations under the MPA or a separate agreement between Merchant and a Reseller.

- 13.2 Suspension.** Round 2 may immediately suspend or restrict access to all or part of the POS System if Round 2 reasonably believes suspension is necessary to address a security risk, suspected fraud, unlawful activity, a threat to the Platform or another customer, an unauthorized integration, a legal or Card Brand requirement, a processor or sponsor bank directive, a material breach of this EULA, or amounts separately owed and overdue to Round 2. When practicable, Round 2 will provide notice of the reason for suspension and will restore access after the issue is reasonably resolved.
- 13.3 Termination by Round 2.** Round 2 may terminate this EULA upon written notice if Merchant materially breaches this EULA and does not cure the breach within ten days after notice, or immediately if the breach is not capable of cure, involves fraud or unlawful activity, creates a material security risk, infringes Round 2's Intellectual Property Rights, or requires immediate termination under applicable law, Card Brand rules, the MPA, or a directive from the processor or sponsor bank.
- 13.4 Authorized User Termination.** An Authorized User's right to use the POS System ends immediately when the individual is no longer authorized by Merchant. Merchant will promptly disable the individual's credentials and access.
- 13.5 Effect of Termination.** When this EULA terminates, Merchant and all Authorized Users will immediately stop using the Platform, all licenses granted to Merchant end, Merchant will cause any Reseller support access to cease except as reasonably necessary for secure deactivation or data export, and each Party will return or destroy the other Party's Confidential Information as reasonably requested, subject to legal and archival retention requirements.
- 13.6 Survival.** The provisions concerning restrictions, ownership, Merchant Data, confidentiality, warranty disclaimers, indemnification, limitation of liability, effect of termination, and general terms survive termination to the extent necessary to give them effect.

14. GENERAL TERMS

- 14.1 Independent Parties.** The Parties are independent contractors. Nothing in this EULA creates an employment, agency, franchise, fiduciary, partnership, or joint-venture relationship. No Party may bind another Party except as expressly authorized in a signed writing.
- 14.2 Assignment.** Merchant may not assign or transfer this EULA, whether by merger, consolidation, change of control, operation of law, or otherwise, without Round 2's prior written consent. Any attempted assignment in violation of this Section is void. Round 2 may assign this EULA in whole or in part to an affiliate or in connection with a merger, reorganization, financing, sale of assets, or transfer of the Platform or related business.
- 14.3 Notices.** Operational, support, security, and product notices may be delivered through the POS System, by email, or through Merchant's Reseller. Formal legal notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified U.S. mail with return receipt requested, or email with confirmation of receipt. Notices to Round 2 must be sent to Round 2 POS, Inc., 1735 N. Main St. Ext., Butler, PA 16001, Attention: President, with a copy to support@r2pos.com. Notices to Merchant will be sent to the postal or email address stated in Merchant's signature block, provided by or on behalf of Merchant during onboarding or account registration, or later provided in writing.
- 14.4 Amendments.** Round 2 may amend this EULA upon prior written notice when reasonably necessary to address changes in law, Card Brand rules, the MPA, security requirements, Platform functionality, or Round 2's business. An amendment will become effective on the date stated in the notice. For an amendment that materially reduces Merchant's rights, the stated effective date will be at least thirty days after the notice. Round 2 will make the then-current version of this EULA, identified by a version date, available at www.Round2pos.com and within the POS System. Merchant's continued access to or use of the POS System after an amendment's effective date constitutes Merchant's acceptance of the amendment. If an amendment materially reduces Merchant's rights, Merchant may stop using the POS System before the amendment becomes effective, subject to Merchant's separate obligations under the MPA and any agreement with a Reseller. Any other amendment must be in a writing signed by Round 2 and Merchant.

- 14.5 Waiver.** A waiver is effective only if in writing and signed by the waiving Party. A waiver on one occasion is not a waiver of the same or any other right on another occasion. Failure or delay in exercising a right does not waive that right.
- 14.6 Severability.** If a court of competent jurisdiction determines that a provision of this EULA is invalid or unenforceable, the provision will be enforced to the maximum extent permitted and the remaining provisions will remain in effect.
- 14.7 Force Majeure.** A Party is not liable for delay or failure to perform an obligation, other than a payment obligation, to the extent caused by an event beyond its reasonable control, including natural disaster, fire, flood, epidemic, pandemic, war, terrorism, civil unrest, labor dispute, utility or telecommunications failure, internet disruption, cyberattack, governmental action, or failure of a third-party provider. The affected Party will use reasonable efforts to mitigate the effects and resume performance.
- 14.8 Governing Law and Venue.** Pennsylvania law governs this EULA without regard to conflict-of-law principles. Any litigation arising out of or relating to this EULA must be brought exclusively in the United States District Court for the Western District of Pennsylvania or, if that court lacks subject-matter jurisdiction, in the Court of Common Pleas of Butler County, Pennsylvania. Each Party consents to personal jurisdiction and venue in those courts.
- 14.9 Order of Precedence.** This EULA governs the license to and use of the Platform. The MPA governs payment-processing and acquiring services. Any separate agreement between Merchant and a Reseller governs Hardware, reseller-provided services, and commercial terms between them. Any separate Round 2 terms governing particular features or services (such as online-ordering terms or feature-specific terms and conditions) govern Merchant's use of those features or services and control over this EULA with respect to their stated subject matter. If the documents conflict, each document controls its stated subject matter, and this EULA controls with respect to Round 2's Intellectual Property Rights and the permitted use of the Platform.
- 14.10 Entire Agreement.** This EULA, together with documents expressly incorporated by reference and any separate writing signed by Round 2 that expressly supplements this EULA, constitutes the entire agreement between the Parties regarding Merchant's license to use the Platform and supersedes prior or contemporaneous communications on that subject. Purchase orders and similar forms issued by Merchant do not modify this EULA.
- 14.11 No Third-Party Beneficiaries.** Except for the Round 2 parties expressly protected by the indemnification and liability provisions, this EULA does not create rights in any person who is not a Party.
- 14.12 Counterparts and Electronic Signatures.** This EULA may be signed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic signatures, electronic acceptance, and electronically transmitted copies are effective as originals.
- 14.13 Headings and Construction.** Headings are for convenience only. "Including" means "including without limitation." The words "will" and "shall" are mandatory. The singular includes the plural and vice versa when the context requires. This EULA will not be construed against a Party because that Party drafted it.

[Signature Page Follows]

SIGNATURE PAGE

The Parties have caused this EULA to be executed by their duly authorized representatives as of the Effective Date.

ROUND 2 POS, INC.

Legal Name:	
By:	
Name and Title:	
Date:	
Notice Email:	

MERCHANT

Legal Name:	
By:	
Name and Title:	
Date:	
Notice Email:	

Signature is only one method of acceptance. This EULA is binding on Merchant upon acceptance by any method described in Section 2.1, including electronic acceptance or access to or use of the POS System, whether or not this EULA is signed by either Party.