

ROUND 2 END USER LICENSE AGREEMENT

Version 2026.1.2 – 9-15-26 – Supersedes all prior versions.

This End User License Agreement (this “EULA”) is between Round 2 POS, Inc. (“Round 2”) and the merchant that signs the applicable Round 2-approved Order Form (“Merchant”). It governs only the license to and permitted use of the Round 2 Platform (the “Platform”). The Round 2 Merchant Terms and Conditions of Use (“Merchant Terms”) govern the broader commercial and operational relationship. Capitalized terms not defined here have the meanings in the Merchant Terms. In this EULA, “MPA” means the Merchant Processing Agreement among Merchant, the designated payment processor, and the applicable sponsor bank.

1. Effective Date; Acceptance

This EULA is effective on the date Merchant signs the applicable Round 2-approved Order Form. The signer represents authority to bind Merchant. Merchant also accepts this EULA by electronically confirming it or permitting an Authorized User to access the Platform after the Effective Date. A reseller may present and record acceptance as a ministerial act but may not modify this EULA or bind Round 2.

2. Authorized Users

“Authorized User” means an employee, officer, contractor, agent, or representative whom Merchant authorizes to use the Platform solely for Merchant’s internal business. An Authorized User does not become a separate licensee or party and acquires no independent rights. Every Authorized User uses the Platform only through Merchant’s license. Merchant is responsible for all acts and omissions through its accounts, devices, credentials, and Authorized Users, whether or not Merchant authorized the particular act, except to the extent directly caused by Round 2’s breach. Merchant shall issue unique credentials, protect them, revoke access promptly when no longer needed, and bind non-employee users to written confidentiality and use restrictions no less protective than this EULA.

3. License Grant

Subject to Merchant’s continuing compliance with this EULA and the Merchant Terms, Round 2 grants Merchant during the Term a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform in object-code form solely for Merchant’s internal business in the United States, only at approved locations and within the quantities and modules stated in the applicable Round 2-approved Order Form. No license is granted to an affiliate, franchisee, customer, or other third party.

4. Restrictions

Merchant and its Authorized Users shall not: copy or distribute the Platform except as expressly permitted; sublicense, rent, lease, sell, assign, or transfer it; reverse engineer, decompile, disassemble, modify, translate, or create derivative works except where applicable law prohibits the restriction; remove proprietary notices; circumvent security, access, or usage controls; use it to build, train,

benchmark, or support a competing product; disclose nonpublic performance results; use it unlawfully or with unauthorized Hardware or services; introduce malicious code; or permit access by any person other than an Authorized User or authorized support personnel.

5. Ownership

Round 2 and its licensors retain all right, title, and interest in the Platform, software, documentation, updates, improvements, configurations, interfaces, APIs, and related intellectual-property rights. The Platform is licensed, not sold. Merchant retains ownership of Merchant Data as provided in the Merchant Terms. No right is granted by implication, estoppel, or otherwise.

6. Updates and Third-Party Components

Round 2 may provide updates, bug fixes, maintenance releases, replacements, or enhancements and may require installation or use of a supported version. Third-party and open-source components remain subject to applicable third-party terms. Hardware and third-party services are governed by the applicable provider's agreement and the Merchant Terms.

7. Support Access

Round 2 or Merchant's reseller may access the Platform, Merchant's point-of-sale system, and connected Merchant systems as reasonably necessary to install, activate, configure, train, monitor, investigate indications of a problem, diagnose, troubleshoot, correct, support, secure, update, maintain, deactivate, or export data. This access may occur remotely or on site and may include installing updates, changing configurations, reviewing relevant system information, or taking other reasonable corrective action. Round 2 may restrict access it reasonably believes is unauthorized, insecure, unlawful, or inconsistent with support procedures. Support commitments and commercial terms are governed by the Merchant Terms, applicable Round 2-approved Order Form, and Merchant's separate reseller agreement.

8. Employment Matters; Employee Records

Round 2 is not an employer, joint employer, co-employer, staffing agency, professional employer organization, or payroll provider of Merchant's personnel, and nothing in this EULA, the Merchant Terms, or Merchant's use of the Platform creates any such relationship. Merchant alone hires, directs, supervises, schedules, disciplines, and compensates its personnel. Merchant is solely responsible for compliance with every employment, wage and hour, and payroll Law applicable to it, including the accuracy, completeness, and retention of time, attendance, break, and scheduling records; minimum wage, overtime, and meal and rest break requirements; the declaration, allocation, pooling, and distribution of tips and gratuities; and the calculation, withholding, reporting, and remittance of payroll and employment taxes. Any timekeeping, scheduling, tip, payroll, or labor reporting functionality of the Platform is a recording and reporting tool only, configured as Merchant directs. Round 2 does not determine, verify, validate, or advise on any of the foregoing and does not represent or warrant that the

Platform or its output complies with any employment or wage and hour Law. Merchant shall review the output of those features for accuracy before relying on it.

9. Biometric and Employee Personal Information

This Section applies if the Platform makes available any feature that collects, captures, stores, or uses a fingerprint template, scan of hand or face geometry, or other biometric identifier or biometric information. As between the parties, Merchant, and not Round 2, is the party that collects and possesses that data and that determines the purposes and means of its collection, use, and retention. Before collecting or capturing any biometric identifier or biometric information from any individual, Merchant shall: (a) inform the individual in writing that the data is being collected or stored, and of the specific purpose and length of term for which it is being collected, stored, and used; (b) obtain a written release executed by the individual or the individual's legally authorized representative; (c) adopt, make available to the public, and comply with a written policy establishing a retention schedule and guidelines for permanently destroying the data no later than the earlier of the date on which the initial purpose for collecting it has been satisfied and three years after the individual's last interaction with Merchant; (d) store, transmit, and protect the data using the reasonable standard of care applicable to Merchant's industry and in a manner at least as protective as that in which Merchant stores, transmits, and protects other confidential and sensitive information; and (e) not sell, lease, trade, or otherwise profit from the data, and not otherwise disclose it except with the individual's consent, as required by Law, or as required by a valid warrant or subpoena. Merchant shall satisfy these obligations in the manner required by every applicable Law, including the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq., the Texas Capture or Use of Biometric Identifier Act, Tex. Bus. & Com. Code § 503.001, Wash. Rev. Code § 19.375.020, and any comparable state or local Law. Round 2 and its service providers receive and process biometric data solely as directed by Merchant and solely to operate the feature. Round 2 does not determine whether Merchant's notices, consents, retention schedule, or destruction practices satisfy any Law, provides no legal advice regarding biometric data, and makes no representation or warranty that the feature, or Merchant's use of it, complies with any Law. Merchant shall not enable or use the feature unless it has satisfied this Section, and shall promptly disable it if Round 2 reasonably believes Merchant has not. This Section survives termination of this EULA.

10. Confidentiality

Each party shall protect the other party's nonpublic confidential information using at least reasonable care, use it only to perform or exercise rights under the applicable agreements, and disclose it only to persons who need to know and are bound by appropriate duties. Standard exclusions apply for information that is public without breach, previously known without restriction, lawfully received from another source, or independently developed. Legally compelled disclosure is permitted with advance notice when lawful. Unauthorized disclosure or infringement may cause irreparable harm for which equitable relief may be available.

11. Suspension and Termination of License

This EULA continues month-to-month with the Merchant Terms. The license suspends or terminates when Merchant's right to use the Platform is suspended or terminated under the Merchant Terms, when required processing eligibility ends and Round 2 does not authorize continued use, or when Merchant permanently stops using the Platform. Upon termination, Merchant and Authorized Users shall stop using the Platform and revoke reseller access except as reasonably needed for secure deactivation or an authorized data export. Sections concerning restrictions, ownership, confidentiality, disclaimers, liability, and general terms survive as necessary.

12. Software Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM, SOFTWARE, DOCUMENTATION, UPDATES, AND RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." ROUND 2 DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, SECURITY, AVAILABILITY, AND RESULTS. ROUND 2 DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION, COMPATIBILITY WITH EVERY DEVICE OR SERVICE, OR COMPLIANCE WITH MERCHANT'S LEGAL, TAX, EMPLOYMENT, SECURITY, PCI DSS, CARD BRAND, OR MPA OBLIGATIONS.

13. Liability; Incorporation of Merchant Terms

The exclusions, liability cap, indemnification provisions, and non-excludable-liability provisions in Sections 21 through 24 of the Merchant Terms apply to this EULA and are incorporated by reference. They are aggregate and not cumulative across the agreements. Nothing in this EULA increases Round 2's liability or reduces Merchant's obligations under the Merchant Terms.

14. Relationship and Priority

Round 2 and Merchant are independent contractors. A reseller is not Round 2's agent and cannot alter this EULA. The MPA governs processing and acquiring services. The Merchant Terms govern Round 2's general commercial and operational relationship with Merchant. This EULA governs only the Platform license and permitted use. The applicable Round 2-approved Order Form controls only identified selections, quantities, locations, fees, and Hardware ownership. A separate reseller agreement governs reseller-owned Hardware and reseller-provided services. If this EULA conflicts with the Merchant Terms, the Merchant Terms control.

15. General

Pennsylvania law, venue, assignment, notices, amendments, electronic communications, waiver, severability, force majeure, and other general provisions are governed by the Merchant Terms. Notices to Round 2 must be sent to Round 2 POS, Inc., 230 Executive Drive, Suite 120, Cranberry Twp., PA 16066, Attention: Legal, with a copy to legal@r2pos.com. This EULA and the Merchant Terms constitute the agreement concerning the Platform license. Merchant order form or similar forms do not modify it. Electronic acceptance and counterparts are effective.