

## END USER LICENSE AGREEMENT

This End User License Agreement (this “EULA”) is dated [REDACTED], 2026, and is between Round 2 POS, Inc., (“**Round 2**”) and the entity that signed the Point of Sale & Payment Processing Order Form.

### Recitals

- A. Merchant wants to use Round 2’s Platform (as defined below) to better facilitate its internal business operations.
- B. Round 2 provides its Platform to Merchants through a network of Resellers (as defined below).
- C. Round 2 wishes to provide its Platform to Merchant through one of its Resellers.
- D. To use Round 2’s Platform, Merchant and all end users must be bound by this EULA

By accessing and using Round 2’s Platform, Merchant agrees to the following terms:

1. Definitions. As used in this EULA, the following terms have the following meanings:

“**Authorized User**” means Merchant’s employees, officers, contractors, agents, or representatives whom Merchant authorizes to access and use the Platform for Merchant’s internal business purposes.

“**Card Brand**” means each of Visa U.S.A., Inc., MasterCard International, Incorporated, DFS Platform, LLC, American Express Travel Related Services Company, Inc., and any other association, card payment brand, payment instrument issuer, debit network, or payment methodology.

“**Hardware**” means the terminals or other hardware and peripherals (including displays, monitors, payments devices, scales, tablets and handheld devices) used by Merchant on which Round 2’s Platform will be integrated. All Hardware is manufactured by third parties, separate from Round 2 or any of its Resellers. Unless otherwise specifically agreed, the Merchant’s Reseller is responsible for all Hardware, none of which is sold, leased or distributed by Round 2.

“**Intellectual Property Rights**” means all patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), trade secrets, know how, applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights, trade secret or confidentiality rights, technical information, and other similar rights or obligations whether registerable or not in any country.

“**Merchant**” means a merchant approved by Round 2 and who has entered into a written merchant agreement with Round 2’s payment processing company and its bank, and whose Authorized Users will use or are using the Round 2 Platform strictly for the Merchant’s internal business operations.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

“**Platform**” means the proprietary operating system, software, firmware, applications, and any documentation, tools, components, API’s, and any updates thereto (including software maintenance, service information, help content, bug fixes, updates or maintenance releases) Round 2 provides.

“**POS System**” means Round 2’s proprietary Platform and the Hardware.

“**Reseller**” means the Person through who Merchant acquires the Round 2 Platform and who agrees to install and support the Platform for the Merchant.

“**Term**” has the meaning set forth in section 12.

“**Third Party**” means any Person other than Round 2 and Merchant.

2. Acceptance of this EULA.

BY ACCESSING OR USING THE PLATFORM (OR BY HAVING IT ACCESSED OR USED ON YOUR BEHALF), MERCHANT (A) ACCEPTS THIS EULA AND AGREES TO BE BOUND BY ITS TERMS, AND (B) STATE THAT: (I) PERSON SIGN ON BEHALF OF THE MERCHANT IS 18 YEARS OF AGE OR OLDER, AND (II) YOU HAVE FULL AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF AND BIND THE MERCHANT TO THESE TERMS. IF YOU LACK THIS AUTHORITY TO BIND THE ENTITY, ROUND 2 DOES NOT GRANT A LICENSE TO USE THE PLATFORM TO YOU OR YOUR ENTITY AND YOU MAY NOT AND CANNOT USE THE PLATFORM.

3. License Grant and Scope.

Subject to Merchant’s and the Authorized Users’ compliance with this EULA and the terms of the MPA, Round 2 hereby grants to Merchant and each Authorized User a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to use the Platform together with the Hardware solely for Merchant’s internal business purposes during the Term.

Merchant shall, and shall cause all Authorized Users to, use the POS System only in accordance with this EULA and any other instructions, guidelines or documents Round 2 provides. Merchant shall secure and maintain the confidentiality of each activation code and password and ensure each is used only as directed by Round 2 or its Resellers. Merchant shall secure and maintain the confidentiality of all passwords, and shall ensure the confidentiality and security of the passwords used by each Authorized User, including ensuring that passwords are not shared among or between Authorized Users. If Merchant knows or even suspects that any access code(s) or password(s) has (or have) been compromised, Merchant shall immediately notify Round 2 or its Reseller (or both).

4. Merchant’s Covenants and Responsibilities.

(a) Merchant shall comply with all applicable federal, state, and local laws, all applicable governmental regulations, and all rules related to the use of the Platform, including any Card Brand rules, and all applicable cardholder-data security requirements, including PCI DSS, and all applicable laws relating to the handling of personally identifiable information.

(b) Merchant shall ensure the accuracy of all information entered into the POS System. Round 2 shall not have any independent obligation to verify the information entered into the POS System, and Round 2 shall not have any liability for any damages, losses, penalties, fines, claims, fees, or other amounts resulting from any information incorrectly the POS System.

(c) Merchant shall be responsible for maintaining suitable internet connections, including Wi-Fi, if applicable, and shall be responsible for maintaining the security of its internet and any Wi-Fi.

(d) Merchant shall be responsible for backing up its data when the Platform is offline.

(e) Merchant acknowledges and agrees that the Platform, and any related services are designed to assist Merchant in managing its business operations, including, without limitation, recording time entries and other information. However, Round 2 makes no representations or warranties that the use of the Platform or any related services will ensure or guarantee Merchant's compliance with any applicable federal, state, local, or international laws, regulations, or requirements, including, without limitation, any wage and hour laws, employment laws, or recordkeeping requirements, or any Card Brand rule or regulation or any PCI DSS rules. Merchant remains solely responsible for ensuring the accuracy, adequacy, and legality of all time entries, data, and records created, stored, or processed using the Platform or any related services, and for complying with all applicable laws, rules, and regulations governing its business and employees. Round 2 expressly disclaims any liability or responsibility for Merchant's failure to comply with any such laws, rules, or regulations, including any Card Brand rules or regulations or PCI DSS compliance obligations.

## 5. Relationship Round 2 and Resellers.

(a) Merchant acknowledges that it obtained the POS System through an independent Reseller and that the Reseller is responsible for the installation of the POS System, the onboarding of the Merchant to the POS System and establishing the payment processing and merchant services systems set forth in the MPA, training the Merchant and its staff on the POS System, and providing technical support for the Merchant's ongoing use of the POS System.

(b) Merchant acknowledges that Round 2 does not process credit card transactions or other form of non-cash payments and it is neither a payment processor nor an acquiring or issuing bank. Credit card and other non-cash payment transactions are provided by an independent third-party payment processor and its bank, which are governed by the MPA. Round 2 shall have no liability for the acts, omissions, errors, or interruptions of any payment processor, acquiring bank, issuing bank, or other third-party payment processor-.

6. Use Restrictions. As a condition to accessing and using the Platform, Merchant shall not, and Merchant shall not permit any Person (including Authorized Users) to, do any of the following:

(a) use the Platform through any time-sharing service, service bureau, network, consortium, or other means;

(b) permit, directly or indirectly, any unauthorized Person to use the Platform;

(c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code, object code, underlying architecture, ideas or algorithms used to operate the Platform;

(d) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Platform, or any features or functionality of the Platform, to any Third Party for any reason;

(e) modify, translate, or create derivative works based on the Platform, or copy (except for archival purposes) rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Platform;

(f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Platform;

(g) use, ship, or access the POS System (or any part of the Platform) from outside the United States;

(h) alter, distribute, license, resell, transfer, assign, rent, lease, timeshare or otherwise commercially exploit the Platform to any Third Party or provide it as a service bureau;

(i) copy any features, functions, text or graphics of the Platform, without Round 2's written consent;

(j) modify any Hardware or use it with any other point-of-sale system or a payment processor not authorized by Round 2;

(k) use the Platform in any fraudulent or deceptive manner or interfere in any way with the performance of the Platform, or impose a large load on the infrastructure, network capabilities, or bandwidth;

(l) use the Platform to build or support, and/or assist any Person to build, support, any products or services that compete with the Platform, including its integrated payment processing; or

(m) copy any feature, functionality, structure, sequence, or interface of the Platform without Round 2's prior written consent.

7. Ownership Rights. Round 2 owns or has licensing rights to all Intellectual Property Rights used in or related to the Platform (including all modifications, derivative works and

improvements). Other than the limited use license granted to Merchant in this EULA, Merchant and its Authorized Users have no (and do not acquire any) ownership interest in the Platform or any Intellectual Property Rights used in or related to the Platform. If Merchant or any Authorized Users submit suggestions, enhancement requests, feedback, improvements, recommendations or other input about the Platform (“**Feedback**”), Merchant and such Authorized Users irrevocably assign at no charge or cost all right, title and interest and other worldwide Intellectual Property Rights in and to the Feedback to Round 2 and Round 2 may use, disclose, reproduce and exploit such Feedback in its sole, unfettered discretion. Round 2 expressly reserves for itself any rights not expressly granted herein. Round 2 does not provide any Hardware used in the Platform and has no ownership rights to such Hardware. Round 2 does not manufacture, sell, or warrant any Hardware, and any warranties applicable to Hardware, if any, are provided solely by the applicable manufacturer or Reseller. Round 2 shall not have any liability for any issues, problems, errors or mistakes resulting from Merchant’s use any of the Hardware. All support for the Hardware is and will be the responsibility of the Reseller.

8. Privacy and Security of Information and Terms of Use. Round 2’s *Privacy Policy* sets forth what information Round 2 collects and how Round 2 uses or may use this information. The *Privacy Policy* also describes the security measures Round 2 uses to protect the personal and sensitive information it collects. Round 2’s *Services Terms and Conditions of Use* establish rules for the use of the Platform, and is incorporated herein by reference. Round 2’s *Services Terms and Conditions of Use* and *Privacy Policy* may be found at [www.round2pos.com](http://www.round2pos.com).

9. Indemnification. Merchant for itself and its Authorized Users, directors, officers, members, shareholders, representatives, and agents shall indemnify and hold harmless Round 2 and its affiliates and its and each of their directors, officers, employees, affiliates and agents from and against any claims, liability, damages, expenses and costs, actions or demands, including, without limitation, reasonable legal and accounting fees, relating to arising or resulting from (a) any breach or alleged breach of this EULA; (b) any misuse of the POS System; (c) any violation or alleged violation of the Intellectual Property Rights of any Person by any modification, addition, change, alteration, supplement or amendment made to the POS System by or at the direction of Merchant or any other Person; (d) any violation or alleged violation of any applicable laws, governmental rules and regulations, including, without limitation, privacy and consumer protection laws, PCI DSS, and all rules proffered by any Card Brand committed or directed by Merchant or any Authorized User; (e) any improper or fraudulent transaction submitted through the POS System by Merchant or any Authorized User or Third Party; (f) access to, use or misuse of any Third-Party content or service in the POS System by Merchant or any Authorized User; (g) any internet outage, disruption, or disruption to the network caused in any way by Merchant or any Authorized User or Third Party; (h) any violations from merchant’s business operations, products or services, pricing practices, or payment processing practices. Round 2 shall provide notice to Merchant of any such claim, suit, or proceeding as soon as practicable.

10. Disclaimer of Warranties and Limitation of Liability.

ROUND 2 AND ITS THIRD-PARTY LICENSORS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PLATFORM, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY. ROUND 2 AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE PLATFORM OR THE RESULTS MERCHANT MAY OBTAIN BY USING THE PLATFORM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROUND 2 AND ITS THIRD-PARTY LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE PLATFORM WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF THE PLATFORM WILL MEET MERCHANT'S OR ANY AUTHORIZED USER'S REQUIREMENTS. MERCHANT (FOR MERCHANT AND FOR MERCHANT'S AUTHORIZED USERS) ACKNOWLEDGES THAT NEITHER ROUND 2 NOR ANY OF ITS THIRD-PARTY LICENSORS CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. NEITHER ROUND 2 NOR ITS AFFILIATES ARE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE OR LOSSES RESULTING FROM SUCH PROBLEMS OR ISSUES. WITHOUT LIMITING THE FOREGOING, ROUND 2 DOES NOT WARRANT OR GUARANTEE THAT ANY OR ALL SECURITY ATTACKS WILL BE DISCOVERED, THWARTED, REPORTED OR REMEDIED, OR THAT THERE WILL NOT BE ANY SECURITY BREACHES BY THIRD PARTIES. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY ROUND 2, THE PLATFORM IS PROVIDED TO MERCHANT AND THE AUTHORIZED USERS ON AN "AS IS" BASIS.

ROUND 2 AND THIRD-PARTY LICENSORS DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, THAT AFTER THE INITIAL INSTALLATION OF THE POS SYSTEM (INCLUDING ANY CUSTOMIZATIONS), THE POS SYSTEM OR MERCHANT'S DATA WILL REMAIN VIRUS-FREE OR FREE FROM MALWARE, TROJAN HORSES, WORMS, OR OTHER HARMFUL CODE OR COMPONENTS. MERCHANT HEREBY WAIVES ANY AND ALL CLAIMS HEREUNDER AGAINST ROUND 2 AND ITS LICENSORS ARISING FROM OR RELATING TO MERCHANT'S FAILURE TO HAVE OR MAINTAIN CURRENT, UPDATED, AND INDUSTRY-STANDARD VIRUS PROTECTION, ANTI-MALWARE, FIREWALLS, ENCRYPTION, INTRUSION DETECTION, OR OTHER SECURITY SAFEGUARDS, OR FROM A FAILURE OR BREACH OF MERCHANT'S SECURITY FOR MERCHANT'S SYSTEMS OR DATA, OR FROM ANY UNAUTHORIZED ACCESS TO, INTERCEPTION OF, ALTERATION OF, THEFT OF, OR DESTRUCTION OF MERCHANT'S SYSTEMS OR DATA, WHETHER BY HACKING, CYBER ATTACK, OR OTHERWISE. ROUND 2 AND ITS THIRD-PARTY LICENSORS FURTHER DISCLAIM

ANY RESPONSIBILITY OR LIABILITY FOR PROBLEMS ARISING FROM OR RELATED TO MERCHANT'S DECISION TO USE A PARTICULAR INTERNET SERVICE PROVIDER, NETWORK PROVIDER, TELECOMMUNICATIONS PROVIDER, OR CLOUD SERVICE PROVIDER, OR MERCHANT'S ABILITY TO CONNECT TO THE INTERNET OR TO ANY NETWORK OR PLATFORM. MERCHANT ACKNOWLEDGES THAT ITS ABILITY TO ACCESS DATA, RECEIVE REMOTE TECHNICAL SUPPORT, AND OPERATE THE POS SYSTEM MAY BE AFFECTED BY PROBLEMS, INTERRUPTIONS, OR FAILURES WITH MERCHANT'S INTERNET CONNECTIVITY, NETWORK INFRASTRUCTURE, OR TELECOMMUNICATIONS SERVICES, ALL OF WHICH ARE OUTSIDE OF ROUND 2 AND ITS THIRD-PARTY LICENSORS' CONTROL. MERCHANT HEREBY WAIVES ANY AND ALL CLAIMS IT MAY HAVE AGAINST ROUND 2 AND ITS THIRD-PARTY LICENSORS ARISING OUT OF OR RELATING TO MERCHANT'S INABILITY TO ACCESS DATA, CONNECT TO THE INTERNET, OR OTHERWISE OPERATE THE PLATFORM DUE TO ANY OF THE FOREGOING REASONS OR ANY OTHER REASONS BEYOND THE REASONABLE CONTROL OF ROUND 2 OR ITS THIRD-PARTY LICENSORS.

11. Limitation of Liability. ROUND 2 SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (B) FOR LOSS OF USE, INACCURACY, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOSS OF PROFITS, DATA OR BUSINESS INTERRUPTION; OR (C) CHARGEBACKS OR PAYMENT PROCESSOR PENALTIES OR FINES RESULTING FROM MERCHANT'S NON-COMPLIANCE WITH THE MPA OR CARD BRAND RULES AND REGULATIONS; OR (D) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT FORESEEABLE, EVEN IF ROUND 2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN HAS FAILED ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RULES, AND REGULATIONS, ROUND 2'S AGGREGATE LIABILITY TO MERCHANT OR ANY THIRD PARTIES (INCLUDING ANY AUTHORIZED USER) IN ANY CIRCUMSTANCE IS LIMITED TO TEN THOUSAND DOLLARS (\$10,000).

12. Responsibility for Use of the Platform. Merchant shall be liable for all actions and failures to take actions with respect to the POS System used by Merchant or by any other Person, who has accessed the Platform (including the Authorized Users), whether such access or use is permitted by or in violation of this EULA. Merchant shall at all times remain liable for the actions and inactions of its Authorized Users.

13. Compliance with Laws. Merchant shall and shall ensure all Authorized Users comply with all federal, state, local laws, Card Brand rules and any rules or regulations applicable to

Merchant and Merchant's business, including any applicable privacy and consumer protection laws, tax laws and regulations, the then-current version of the Payment Card Industry Data Security Standards ("PCI DSS") and the rules, policies and procedures of VISA, MasterCard, Discover, American Express and/or other card networks and non-cash payment providers in effect from time to time.

14. Term and Termination.

(a) This EULA starts on the date stated in the preamble and continues until the earlier of (i) Merchants ceases to qualify as a Merchant and is no longer authorized to use the Platform; or (ii) the MPA terminates. For clarity, if an Authorized User's employment with Merchant terminates, his or her right to use the Platform terminates immediately and Merchant shall immediately stop such terminated employee's access to the Platform.

(b) Round 2 may terminate, modify, suspend, or otherwise prevent Merchant's access to the Platform (in whole or in part) for any reason at any time without any notice or liability to Merchant.

(c) If this EULA terminates for any reason, Merchant and all Authorized Users shall immediately stop using the Platform and the license to use the Platform will immediately terminate.

15. Miscellaneous.

(a) Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this EULA will be effective unless it is in writing and signed by the party granting the waiver.

(b) Severability. If any court or legal authority of competent jurisdiction determines that any part, term or provision of this EULA is illegal or invalid, such determination will not affect the validity of the remaining parts, terms or provisions.

(c) Prohibition on Assignment. Except with the prior written consent of Round 2, Merchant shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, (1) any discretion granted under this agreement, (2) any right to satisfy a condition under this agreement, (3) any remedy under this agreement, or (4) any obligation imposed under this agreement. Any purported transfer in violation of this section 15(d) will be void. Round 2 may freely assign all rights, obligations, discretions, and remedies it has under this EULA.

(d) Governing Law; Venue. Pennsylvania law governs this Agreement. Any litigation or similar legal or quasi-legal actions arising from this agreement will be brought only in the federal courts located in the city of Pittsburgh, County of Allegheny, Pennsylvania, or the state courts located in City of Butler, County of Butler, Pennsylvania, which courts have exclusive jurisdiction.

(e) Force Majeure.

(i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under the first sentence of section 15(f)(iii).

(ii) For purposes of this agreement, "**Force Majeure Event**" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

(f) Survival. In addition to this Section 15(f), the following Sections of this EULA will survive the termination of this EULA: Sections 2, 3, 5, 6, 7, 8, 9, 10, 11, and 12.

(g) Amendment. Round 2 may amend, modify, supplement or change any term or provision of this EULA at any time upon prior written notice to Merchant.

(h) Counterparts. To be effective, any amendment, addendum or supplement to this Agreement must be in writing.

(i) Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the subject matter of this Agreement.

(j) Contact. Merchant may contact us about this Agreement at [support@r2pos.com](mailto:support@r2pos.com). Except as otherwise stated in this Agreement, all notices shall be in writing and sent by U.S. Post to: Round 2 POS, Inc., 230 Executive Dr., Suite 120, Cranberry, PA 16066, attention: President.