

NCR CORPORATION
TERMS AND CONDITIONS
FOR NCR SERVICES PURCHASED THROUGH DISTRIBUTORS

These Terms and Conditions govern NCR Services purchased by resellers through your NCR-authorized distributor (“Distributor”). By ordering these Services, you agree to these Terms and Conditions. NCR may post updated or revised versions of these Terms and Conditions from time to time, and the Terms and Conditions applicable to a particular order will be those that were posted when the order was accepted.

1. Scope and Operation

1.1 NCR grants you a non-exclusive right to sell NCR Services purchased through Distributor (“Services”) to customers in the United States that have purchased new NCR products from you for which they are requesting services (“Customers”). NCR will deliver these Services on your behalf as your subcontractor. You agree to (a) actively promote and market the Services NCR makes available to you; (b) explain NCR service policies and procedures to your Customers; and (c) attempt to resolve inquiries and issues raised by your Customers.

1.2 Units of products which at the time you submit an order are (a) currently covered under an existing maintenance contract either directly with NCR or under which NCR provides services as a subcontractor, or (b) the subject of an NCR offer to provide maintenance, are not eligible for Services. Services for other-than-new equipment are subject to NCR’s inspection and if required return to acceptable condition prior to acceptance. NCR may charge you at its then-current rates for inspection and repair.

2. Purchase of Services

2.1 When you purchase NCR Services through Distributor on behalf of a Customer with whom you contract for such Services, NCR will be deemed your subcontractor and will accordingly support you by providing Services under its then-current terms, conditions, policies, and prices.

2.2 If you request NCR to provide Services on behalf of your Customers other than equipment maintenance, those services will be governed by a statement of work (“SOW”) in a form agreed by the parties. If the SOW requires NCR to provide incidental goods, their sale unless otherwise agreed will be governed by NCR’s order form. NCR will use reasonable efforts perform Services by the dates identified in the SOW, but changes to project scope may alter the schedule and result in increased costs.

2.3 If you request maintenance of non-NCR products, a SOW must describe how, and at whose expense, NCR will obtain training, documentation, spare parts stocking, tools, rework, and other capabilities necessary to successfully maintain them.

2.4 You will ensure that the Customer contracts under which NCR will act as your subcontractor are consistent with these Terms and Conditions. Customer contracts must be solely in your name and not on behalf of NCR. The price you charge for the Services will in each case be solely negotiated between you and your Customer. You are responsible for billing your Customers and for all collections and bad debts.

2.5 Beyond the terms outlined with the offers sold through distributors, NCR will only be responsible for terms that it accepts in writing. You agree not to make any promises, representations, or warranties to your Customers on NCR’s behalf and in no case will any agreement you enter into with your Customer expand NCR’s obligations beyond those stated in these Terms and Conditions. NCR reserves the right to review the terms and conditions of your agreement with the Customer prior to accepting any order, and

may reject any order.

3.0 Support Requirements

3.1 You will maintain a support center which will be the first point of contact for all of your Customers' service requests. Your support personnel will troubleshoot and use reasonable efforts to resolve all user-solvable problems and will minimize the number of calls placed with NCR. All requests to NCR for service to your Customers will be placed by your support personnel (or an automated network monitoring system). You will place requests for maintenance services through NCR @ Your Service, or through other agreed electronic means.

3.2 Your support staff must be knowledgeable in the areas of equipment, software and system level operation; problem diagnosis and isolation; replenishment of consumables and jam removals; and be sufficiently skilled to effectively differentiate between equipment, software, operational and environmental problems. You may enroll your support personnel in available NCR training courses at NCR's then-current rates. The hours of operation for your support center will be the same as or greater than the hours of coverage specified in your contract with the Customer.

3.3 Prior to placing a call to NCR for service, you will, to the best of your ability, isolate equipment problems from software and operational problems and resolve user-solvable problems. You will provide Customers with complete instructions for proper operation of the products and will follow error recovery procedures established by NCR. You agree to follow the call handling procedures that NCR communicates to you.

4. Warranty

4.1 NCR warrants that the Services will be performed in a workmanlike manner consistent with recognized industry standards by trained and experienced personnel. If you or your Customer notify NCR within 30 days after its completion that a Service activity does not conform with these warranties, NCR will promptly reperform that Service. Reperformance for reasons other than breach of warranty may be charged to you at NCR's current rates. THIS SECTION 4.1 STATES YOUR SOLE REMEDY, AND NCR'S SOLE LIABILITY, FOR BREACH OF WARRANTY.

4.2 THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES OR WARRANTY REMEDIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. NCR does not warrant that Services will yield any particular business or financial results; that data, reports or analysis will be accurate in all respects; that Services will be free from all bugs and errors; or that Services will be provided without interruption.

5. Maintenance Services

5.1 NCR will maintain covered NCR equipment to operate in accordance with its published specifications, and covered non-NCR equipment to operate substantially as it did at the time of original purchase, normal wear and tear excepted. NCR's prepaid maintenance Services includes parts, and labor during covered hours for on-site Services. For on-site Services the "Principal Period of Maintenance" ("PPM") is the time period during which NCR will perform Services. If a Service request cannot be completed during the current PPM, it will be continued during the next PPM. Unless you have purchased 7 day per week coverage, the PPM does not include holidays. Services performed at your request outside the PPM will be chargeable at NCR's then-current time and materials rates.

5.2 Problems not covered by Services include those resulting from: unauthorized alterations or attachments; negligence, abuse or misuse, including failure to operate products in accordance with specifications; failure of goods or services not obtained from NCR or not subject to a then-effective NCR

warranty or maintenance agreement; improper handling, use or storage of supplies; and fire, water, acts of God or other catastrophic events.

5.3 Services not covered by these Terms and Conditions may be performed on a time and materials basis. Those services are charged at NCR's then-current hourly rate plus, if applicable, the cost of parts, supplies, materials, and expenses, and are subject to a two-hour minimum charge.

5.4 NCR personnel will have safe and reasonable access to hardware being maintained and adequate working conditions for NCR to perform the Services. Only NCR may service hardware covered by Services. You will make your personnel available remotely and on-site to perform reasonable troubleshooting and remedial activities if necessary.

5.5 You are additionally responsible for (i) performing data back-up and all necessary business contingencies in the event of failure of hardware maintained by NCR; (ii) safeguarding all programs, data, and removable storage media before Services begin; and (iv) providing NCR with reasonably requested information related to the Services. NCR's standard charges for the Services do not include the costs or risks associated with these activities.

6. Limitation of Liability NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN CONTRACT, TORT, FRAUD, STATUTE, OR OTHERWISE. NEITHER PARTY WILL BE CUMULATIVELY LIABLE TO THE OTHER FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF THE APPLICABLE SERVICE GIVING RISE TO SUCH DAMAGES. Notwithstanding any limitations in this Section 6, (a) a party's liability for personal injury, including death, will be unlimited to the extent caused by that party's negligence or willful misconduct; and (b) a party's liability for physical damage to tangible real or personal property will be the amount of direct damages, to the extent caused by that party's negligence or willful misconduct, up to one million dollars per occurrence. EACH CLAUSE OF THIS SECTION IS SEPARATE FROM EACH OTHER CLAUSE AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THESE TERMS AND CONDITIONS, AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR ANY TERMINATION OF THESE TERMS AND CONDITIONS.

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

8. Termination

8.1 An order pursuant to these Terms and Conditions may be terminated by either party upon a material default by the other in the performance of any of its obligations hereunder if not cured within 60 days after written notice by the non-defaulting party.

8.2 The life of a unit of hardware is dependent on its installation environment and level of use. If hardware incurs excessive service actions due to its age, operating environment, or level of use, NCR will notify you and request to perform a customer-chargeable overhaul to extend its useful life. If you are unwilling to pay for the overhaul, NCR may decline to service that hardware upon 90 days' written notice.

9. Diagnostic Tools NCR may use certain computer programs, data, documentation, tools and other materials solely to assist it in providing Services ("Diagnostic Tools"). Diagnostic Tools are the confidential intellectual property of NCR and are not licensed or transferred to you. They may not be copied, transferred, disclosed, or used by anyone other than NCR without NCR's advance written consent. NCR may install, update, change, or remove Diagnostic Tools at its discretion. NCR warrants that Diagnostic Tools will not cause hardware to fail to conform to its warranties or manufacturer-published specifications and that they will not infringe third party intellectual property rights. If Diagnostic Tools do not conform to these warranties, then NCR will either change them so that they conform, or remove them. In all other respects, Diagnostic Tools are "as is." These are NCR's exclusive obligations, and your exclusive rights and remedies, with respect to Diagnostic Tools. Some NCR products may additionally include diagnostic programs or capabilities which are intended for customer use; such programs will be specifically identified by name as "Licensed Software" in NCR's published documentation, and are not subject to this section (but are subject to all the obligations related to Licensed Software under the applicable NCR purchase agreement).

10. General No waiver of any provision of these Terms and Conditions shall be deemed a waiver of future enforcement of that or any other provision. NCR may use subcontractors to fulfill its obligations. Neither party is liable for failing to fulfill its obligations due to acts of God or other causes beyond its reasonable control, except for your obligation to make payments. These Terms and Conditions apply only to the United States; NCR will not provide Services hereunder outside of the United States.