Aldelo Software End User License Agreement

1 Agreement and relationship to the Terms

1.1 Parties and scope. This Software End User License Agreement (this "EULA") is between Aldelo, L.P. ("Aldelo") and the business customer identified in the applicable Ordering Document ("you"). It governs the installation, copying, activation, and use of Aldelo software supplied to you, including its documentation and any updates Aldelo supplies under your entitlement (the "Software"). Software is licensed, not sold. This EULA does not grant a reseller, distribution, developer, hosting, or service-bureau license.

1.2 One agreement set. This EULA supplements the Aldelo Terms of Service at https://www.aldelo.com/terms (the "Terms") and your Ordering Document. The applicable Terms are the version identified in your accepted Ordering Document or electronic acceptance record, as subsequently amended in accordance with their change procedure. Capitalized terms not defined here have the meanings given in the Terms. The Terms govern the common commercial and legal provisions; this EULA supplies the additional software-license provisions. Read the documents together.

1.3 Acceptance. You accept this EULA by signing an Ordering Document that incorporates it or by affirmatively accepting it through Aldelo's ordering or software activation process after this EULA and the Terms have been made available to you. If you accept for an entity, you represent that you have authority to bind it. If you do not agree, do not accept or install the Software under this EULA. Your acceptance record identifies the applicable versions and effective date.

1.4 Existing licenses. Publication of this EULA, delivery of an update, or use of an existing installation does not by itself replace a previously accepted software license. A previously issued license remains governed by its applicable agreement unless you and Aldelo expressly agree to replace or amend it. A new order for an additional product or service does not by itself replace the terms governing a separately licensed existing product.

1.5 Important incorporated provisions. THE TERMS INCLUDE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, AND DISPUTE-RESOLUTION PROVISIONS, INCLUDING INDIVIDUAL BINDING ARBITRATION AND A JURY-TRIAL WAIVER, SUBJECT TO THE EXCEPTIONS STATED THERE. Those provisions are part of the agreement set and are not restated in this EULA. Section 32.2 of the Terms determines priority if documents conflict. The applicable merchant processing agreement controls card-processing matters.

2 License entitlement and permitted use

2.1 Entitlement. Your Ordering Document identifies the Software, license model, permitted quantity, applicable location or device limits, and license period (your "Entitlement"). A separately accepted license certificate or product schedule may supply these details if incorporated into the Ordering Document. The Entitlement must be available to you when you accept the order. An activation record implements the Entitlement; it does not independently enlarge or reduce it.

2.2 Subscription Software. Software supplied as part of a SaaS subscription or another recurring service, excluding Software expressly identified as Standalone Software in the Ordering Document, is "Subscription Software." Its use rights and duration are governed by Sections 7 and 9 of the Terms and your Ordering Document. You may install the client copies expressly authorized by that subscription on supported devices for your internal business use. Installing a client application,

receiving Hardware, or making an installation payment does not create a perpetual license or extend an expired subscription.

2.3 Perpetual Software and Windows options. Software expressly licensed on a perpetual basis separately from a SaaS subscription is “Standalone Software.” Aldelo POS for Windows is available under either a perpetual license or a SaaS subscription plan, as identified in your Ordering Document. For a perpetual license, Aldelo grants the original business licensee a limited, nonexclusive, nontransferable right to install and run the authorized copy for its internal business operations at the originally licensed store location. The license has no scheduled expiration but remains subject to termination for an applicable uncured breach. Support and updates for the perpetual license are separately purchased services and are not included in the license purchase. Windows supplied through a SaaS plan is Subscription Software under Section 2.2; it does not acquire perpetual rights merely because it is installed on a computer.

2.4 Separate service duration. Expiration or cancellation of support, maintenance, or a separately ordered service does not by itself terminate a valid Standalone Software license. Functions that actually depend on a service require an active entitlement to that service. This paragraph does not promise that a cloud-dependent function will work without its service or that an unsupported operating system will remain compatible.

2.5 Quantities and locations. You may use only the number of installations, stations, devices, Users, or locations covered by your Entitlement. A license pack grants only its stated number of licenses. The activation and location rules in Section 3 apply to each license, including licenses in a pack. Device-based activation limits do not change a subscription’s stated store-based or other billing model.

2.6 Authorized personnel. Your employees and other Users may operate the Software for your business within the Entitlement and the Terms. Changing authorized personnel does not change the original business licensee. Another business may not use your license for its own operations. A restaurant buyer or other new business licensee must obtain its own license under Section 5; changing a User name, payment method, or account credential does not transfer the license.

3 Registration activation and replacement devices

3.1 Registration. You must provide accurate registration information and keep the licensed business, location, and account details current as required by Section 3 of the Terms. Activation must use Aldelo’s authorized process and the Entitlement issued to you. You may not share, duplicate, sell, or circumvent license keys or activation credentials.

3.2 One active activation. Each Software license is limited to one active activation at a time. An order for multiple licenses permits one active activation for each license purchased or subscribed to. Inactive recovery copies do not permit additional active use. You may not reactivate a former device while the same license is active on its replacement.

3.3 Replacing a computer or device. You may replace a licensed computer or device by moving its active activation to the replacement through Aldelo’s activation process. The old activation must be deactivated before the replacement is activated; no concurrent active use is permitted under the same license. If the former device is lost, damaged, or inaccessible, contact Aldelo to retire its activation and activate the replacement. Replacement retains the same original licensee and, for a perpetual license, the same originally licensed store location. It does not create another license or authorize ownership transfer.

3.4 Location changes. A perpetual license may not be relocated to another store location. Replacing a computer at the originally licensed location is permitted under Section 3.3 and is not a location change. For Subscription Software, the original licensee may move its licensed operation to another store location while the subscription and recurring billing continue. Keep its registered location current through Aldelo's registration process. A location change does not itself cancel, pause, or restart subscription billing, add another licensed location, or substitute a new licensee.

3.5 License verification. Aldelo's collection and use of activation and usage information, and any usage audit, remain subject to Sections 16 through 19 and 32.7 of the Terms and the Privacy Policy as applicable. This EULA does not authorize unrestricted monitoring of your internet activity, access to unrelated files, or collection of unrelated customer information.

4 Copies components and updates

4.1 Authorized copies. In addition to the operational copies permitted by your Entitlement, you may keep a reasonable number of backup copies of delivered Software solely for recovery of the licensed installation. Backup copies must retain proprietary notices and must not be run as additional active installations or distributed to another person. This permission does not require Aldelo to deliver server software, source code, or copies of a hosted service, and does not expand your rights to Aldelo's internal service tools.

4.2 Components and delivery media. Components supplied as one licensed product may be used separately or on different computers only where the Entitlement or Program Documentation expressly allows that deployment. Receiving the same Software through multiple downloads, formats, or physical media does not increase your license quantity. Documentation may be used for the authorized operation of the Software; reproduction or distribution beyond the permission in the agreement set requires authorization or a right provided by applicable law.

4.3 Updates and upgrades. An update or upgrade requires the qualifying license identified in its order or offer. Unless its Entitlement expressly grants additional licenses, it updates or replaces the licensed product and does not create another independently usable license. Installing a new version does not authorize simultaneous active use of the old and new versions under the same license. Updates for a perpetual Windows license are purchased separately. Supplemental Software furnished through support is covered by the agreement applicable to that delivery.

4.4 Services and special use. Support and updates for perpetual Windows licenses are paid separately. Services included in a SaaS plan, including any included online support or training, remain governed by that plan's Ordering Document and service policies. This EULA does not convert an included subscription service into an additional charge. Software provided for trial, evaluation, or educational use is limited to the purpose and period expressly authorized. Trial conversion and trial warranties are governed by Section 12 of the Terms.

5 Original licensee and nontransferability

5.1 No ownership transfer. Each Software license is granted solely to the original business licensee identified in the accepted Ordering Document. It may not be assigned, sold, resold, gifted, rented, leased, or otherwise transferred to another person or business. This restriction applies to both perpetual and subscription licenses. A Software license is not a transferable asset that can be conveyed with a restaurant, business, or device. The general assignment-consent provision in the Terms does not create an exception to this Software-license restriction.

5.2 New owner or beneficiary. A purchaser or other person or business that would become the licensed beneficiary must obtain its own new license or subscription before use. Providing that

person with the Software, login credentials, an activated device, or an activation key does not grant use rights. A change in the responsible employee or authorized User of the same business licensee is not a license transfer. The device-replacement and subscription-relocation permissions in Section 3 apply only to the same original licensee.

5.3 Other agreements and records. A device replacement, subscription relocation, or business sale does not itself transfer a support contract, merchant processing account, payment credentials, or customer data. Those matters remain subject to their separate applicable terms. Any lawful transfer or retention of business records remains your responsibility under the Terms and does not convey a Software license. Removal of Software copies does not require destruction of records you are entitled or required to keep.

6 Ownership restrictions and third party software

Ownership, intellectual property restrictions, authorized User controls, and security responsibilities are governed by Section 10 of the Terms. The installation and backup rights expressly granted in this EULA are permitted uses under that Section. All rights not expressly granted are reserved by Aldelo and its licensors, subject to rights that applicable law does not permit the parties to restrict.

Third-party components and separately licensed third-party products remain subject to their applicable licenses under Sections 10.2 and 21 of the Terms. Nothing in this EULA restricts rights that an applicable third-party license expressly grants you. Use of an app store to obtain a client application does not change your ordered Aldelo Entitlement or include unpurchased Aldelo services. Separately agreed developer or partner rights are governed by the applicable written agreement.

7 Security payment functions and customer data

You remain responsible for the security of the computers, devices, credentials, and networks you control as provided in the Terms. For payment functions, follow the applicable Program Documentation, merchant processing agreement, and current PCI DSS responsibilities that apply to your business and deployment. A Software license does not by itself certify your business or environment as compliant with a payment-security standard.

The Terms govern customer data, confidentiality, privacy, AI Features, and use of service tools. This EULA grants no additional permission to use your data, identify your business in marketing, or publish testimonials. You are responsible for backups of records stored solely on equipment you control, except to the extent Aldelo has expressly agreed to provide a backup service. Hosted-data retention and export rights are not reduced by the copy-removal requirements in this EULA.

8 License expiration suspension and termination

8.1 Applicable process. A subscription license continues only for the applicable Services Term and any renewal under the Terms and its Ordering Document. Breach, suspension, notice, cure, and termination are governed by Section 15 of the Terms as applicable to the affected license or service. This EULA does not create an immediate termination right for every breach or make a Standalone Software license terminable solely because you owe an unrelated amount to a reseller.

8.2 Ending use. When a Software license validly expires or is terminated, you must stop using the affected Software and remove the operational and backup copies licensed under it. On reasonable request, you must confirm completion in writing. You may retain records required by law and data

you are otherwise entitled to retain, but may not continue operating unlicensed Software to use those records. Any separately valid, unaffected license remains governed by its own Entitlement.

8.3 Data access and survival. If hosted Services end, the retention and export provisions in Section 16 of the Terms continue to apply. Copy removal does not cancel that export right or require reinstatement as a condition of the export expressly promised there. Accrued obligations and provisions that by their nature survive, including ownership, restrictions on retained copies, confidentiality, liability, and dispute resolution, survive as provided in the Terms.

9 Physical installation media

If Aldelo supplies physical installation media for Software, Aldelo warrants for your benefit, for thirty (30) days from commencement of the applicable license, that the media is free from physical defects in materials and workmanship that prevent installation. Notify Aldelo during that period and return the defective media as directed. Aldelo will replace qualifying defective media. This is the exclusive contractual remedy for breach of this physical-media warranty, subject to rights and remedies that applicable law does not permit the parties to exclude. It is not a warranty for Hardware, hosted service availability, or particular business results. Other express warranties, remedies, disclaimers, and limitations, including the trial provisions, are governed by the Terms and your Ordering Document.

10 Administration and amendments

Fees, taxes, confidentiality, indemnification, liability, export restrictions, notices, dispute resolution, assignment, and other common provisions remain governed by the Terms and your Ordering Document, subject to the Software-license nontransferability rule. Requests concerning an Entitlement, registration, device replacement, or subscription relocation may be directed to Sales@aldelo.com. Formal legal notices must follow Section 31 of the Terms.

Changes to this EULA follow Section 29 of the Terms, subject to its protections and the rule for existing licenses in Section 1.4 of this EULA. A material change to an existing Standalone Software license’s duration, quantity, activation rules, location restrictions, or nontransferability provisions requires the customer’s express agreement; merely posting revised terms does not make that change effective. No amendment to this EULA changes a merchant processing agreement or supplies rights in a service that was not ordered.